



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

AGENDA November 8, 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.

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by the Auditor's Office:
 - a. Approval of the Accounts Payable Checks dated 11/1/16 and 11/8/16
 - b. Order for Payroll period ending 11/2/16 Bi-Weekly #23
 - c. Order for Supplemental Payroll period ending 11/2/16 Bi-Weekly #23
 - d. Monthly Financial Report for period ending 10/31/16
 - e. Quarterly Audit Report for Constable 1 Bacliff for period July - Sept 2016
 - f. Quarterly Audit Report for Constable 1 Texas City for period of July - Sept 2016
 - g. Quarterly Audit Report for Constable 2 Santa Fe for period of July - Sept 2016
 - h. Quarterly Audit Report for Constable 2 Galveston for period of July - Sept 2016
 - i. Quarterly Audit Report for Constable 3 La Marque for period of July - Sept 2016
 - j. Quarterly Audit Report for Constable 3 Galveston for period of July - Sept 2016

- k. Quarterly Audit Report for Constable 4 League City for period of July - Sept 2016
 - l. Quarterly Audit Report for the Juvenile Justice Department for period of July - Sept 2016
 - m. Receive and file the Audit FY 2016 Chapter 59 Asset Forfeiture Report
 - n. Quarterly Audit Report for Justice of the Peace, Pct. 1 (Bacliff and Texas City) for period July - Sept 2016
 - o. Quarterly Audit Report for Justice of the Peace Pct. 2 Galveston & Santa Fe for period of July - Sept 2016
 - p. Quarterly Report for Justice of the Peace Pct. 3 Galveston, La Marque, and Crystal Beach for period of July - Sept 2016
 - q. Quarterly Audit Report for Justice of the Peace Pct. 4 for period of July - Sept 2016
 - r. Consideration of approval to renew contract with Morgan Kai Group, Inc. for software to automate and manage audit work papers.
- *2. Receive and file *restitution check list* submitted by Collections Improvement Program
 - *3. Receive and file *refund check list from Odyssey* submitted by the County Clerk
 - *4. Receive and file *refund check list from Odyssey* submitted by the District Clerk
 - *5. Receive and file *Summary of Biweekly Personnel Movements pay period #22, October 6-19, 2016* submitted by Human Resources
 - *6. Consideration of *extension of temporary staffing agreement with AI Best Staffing* submitted by Human Resources on behalf of Veterans Services
 - *7. Consideration of *approval of 2018 holiday schedule* submitted by the County Judge
 - *8. Consideration of *approval of appointment(s) to the Gulf Coast Workforce Board* submitted by the County Judge
 - *9. Consideration of *approval of allocation of vehicle from Fleet Department to Constable, Precinct 1 for Neighbors on Watch project* submitted by Fleet Director
 - *10. Consideration of *approval of a contract with Next Move Group, LLC for the economic development website* submitted by Economic Development

- *11. Consideration of *approval of an agreement between Galveston County and General Contractor Services, Inc. for 722 Moody renovations for ADA compliance* submitted by the County Architect
- *12. Consideration of *approval to enter into a contract with CenterPoint to install power poles for 64 Acre Park* submitted by the Parks & Cultural Services Department
- *13. Consideration of *approval of a renewal contract with Carolyn "Carrie" Zende Del for truancy prosecutor contract* submitted by the District Attorney
- *14. Consideration of *approval to revise the scope of services for the consulting services contract with The Goodman Corporation for the Pelican Island Vehicular Bridge* submitted by the County Engineer
- *15. Consideration of *approval of Crouch Environmental Services, Inc. as a sub-consultant to the consulting services contract with The Goodman Corporation for the Pelican Island Vehicular Bridge* submitted by the County Engineer
- *16. Consideration of *approval of amendment no.1 to the Costello engineering agreement for the San Leon Roads Reconstruction project* submitted by the County Engineer
- *17. Consideration of *permission for Casey Davis, Jason Lambright and Jennifer Lambright to convey portions of Lots 33, 40 and 41 of Noisy Waves subdivision by metes and bounds without revising the plat* submitted by the County Engineer
- *18. Consideration of *approval of an agreement with Galveston County and Bella Vista Productions for video filming for Economic Development website* submitted by Professional Services
- *19. Consideration of *approval of a contract with MGT Consulting Group for Galveston County Sheriff's Office compensation review* submitted by Professional Services
- *20. Consideration of *authorization for the County Contract Administrator to issue Request for Qualifications for professional services on the following approved FEMA SRIA projects*, submitted by Professional Services:
 - a. Bayshore Park Pavilion Repairs
 - b. Gregory Park Pavilion Repairs
 - c. North County (Calder Road) Annex Parking Expansion
 - d. Medical Examiner's Office Repairs
 - e. Juvenile Justice Center HVAC (AHU or Air Handling Unit)

- f. Texas City Annex (Air Handling Equipment, boilers, damaged foundation and walls)
 - g. Galveston Seawall Rip Rap Deficiencies West of 61st Street
 - h. 9th & 11th Avenue Drainage
 - i. 10th Street Reconstruction
 - j. Bacliff Villas Drainage Restoration
 - k. Gateway Sign
- *21. Consideration of *authorizing time extension and material testing change order for Round 2.2 CDBG Hurricane Ike Bayview MUD generator project* submitted by CDBG Project Coordinator
- *22. Consideration of *approval of agreement between Galveston County and Property Acquisition Services (PAS) for acquisition services relating to Hurricane Ike Round 2.2 I-45 Waterline Project* submitted by CDBG Project Coordinator
- *23. Consideration of *approval of the following budget amendments* submitted by Professional Services:
- a. 16-180-1108-A
Professional Services - Request transfer from General Fund Budgeted Reserves for the Grant Match - Discretionary Match in General Government
 - b. 16-181-1108-B
Professional Services - Request transfer from Various Fund Budgeted Reserves and departmental transfers for the transactions associated with FY 2016
 - c. 16-182-1108-C
Facilities Svcs & Maintenance - Request transfer from Building Maintenance to Furniture & Fixtures for a dishwasher for FY 2016
 - d. 17-022-1108-A
Parks Department Capital Projects - Request transfer from General Fund Budgeted Reserves for access road into 64 Acre Park
 - e. 17-023-1108-B
Sheriff's Department - Request transfer from General Government Salaries and Benefits to Sheriff's Department Salaries and Benefits for Sergeants pay increase for FY 2017

- f. 17-024-1108-C
Professional Services - Request transfer from Collections Contract Services to Information Technology Maintenance of Software for I-Plow for FY 2017
- g. 17-025-1108-D
Professional Services - Request transfer from General Government Contract Services to District Attorney Contract Services for Special Prosecutor - Truancy contract for FY 2017
- *24. Consideration for *authorization to rebid the following bid* submitted by the Purchasing Agent:
 - a. Bid #B122003 Trash Barrel Pickup on Bolivar Peninsula
- *25. Consideration for *authorization to issue a formal solicitation for the following RFP's* submitted by the Purchasing Agent:
 - a. Broadway & 54th Street Property
 - b. Removal and Reconstruction Services
- *26. Consideration for *authorization to extend the contracts on the following bids* submitted by the Purchasing Agent:
 - a. Bid #B152001 Transportation of Human Remains
 - b. Bid #B142021 Corrugated Polyethylene Pipe for Culverts
- *27. Consideration for *authorization to sell surplus vehicles and equipment to the Bayou Vista Police Department* submitted by the Purchasing Agent
- *28. Consideration for *authorization to dispose of Salvage or Surplus Property* submitted by the Purchasing Agent
- *29. Consideration for *authorization to utilize cooperative purchasing program to procure one (1) beach tractor and one (1) vertical emulsion storage tank for the Road and Bridge Department* submitted by the Purchasing Agent
- *30. Consideration for *authorization to utilize cooperative purchasing program to purchase four (4) diesel mowers w/72 inch decks (incl. extended warranties) for the Parks Department* submitted by the Purchasing Agent
- *31. Consideration for *authorization for the City of Hitchcock to purchase one (1) Gradall Truck-Mounted Excavator from Galveston County* submitted by the Purchasing Agent

- *32. Consideration for *authorization for the acceptance of a donated 2017 Ford Explorer from the U.S. Marshal's Office to be used by the Galveston County Sheriff's Department* submitted by the Purchasing Agent
- *33. Receive and file *letters submitted by Perdue Brandon Fielder Collins & Mott LLP identifying biased and non-competitive process in RFQ #B161020 Delinquent Tax Contract issued by the Purchasing Agent* submitted by the County Judge
- *34. Cancellation of *RFQ #B161020 Delinquent Tax Contract issued by the Purchasing Agent* submitted by the County Judge
- *35. Consideration of *execution of an agreement with College of the Mainland to use their firing range for deputy sheriffs' firearms qualification training* submitted by the Sheriff
- *36. Consideration of *execution of an agreement with College of the Mainland for the use of their driving facility located at Gulf Greyhound Park for Sheriff deputies' professional police driving training purposes* submitted by the Sheriff
- *37. Consideration of *approval of a renewal contract with Susteen, Inc. for cell phone downloading program* submitted by the Sheriff's office
- *38. Consideration of *approval for Technique Data Contract Services* submitted by the Tax Assessor/Collector:
 - a. FORMXTR: Secure Remit Docs
 - b. 1 Canon DR-4010C Document Scanner
 - c. 2 Canon CR-190i Scanners
 - d. TDS Secure Remit, ACH, Deposit, CAR/LAR Software
- *39. Consideration of *request of tax refunds in excess of \$2,500.00* submitted by the Tax Assessor/Collector:

a.	P508694	\$7,209.28	Over Payment
	R159951	\$2,880.00	Over Payment
	R386936	\$4,161.18	Over Payment
	R520836	\$5,555.52	Over Payment
- *40. Consideration of *approval to adopt order authorizing the issuance of Galveston County, Texas Limited Tax Refunding Bonds; setting certain parameters for the Bonds; authorizing the County Judge to approve the terms thereof* submitted by Professional Services

Action Agenda

41. Professional Services

- a. Consideration of approval of engineering assignments for CDBG Hurricane Ike Round 1 replacement projects submitted by CDBG Project Coordinator

42. Purchasing

- a. Consideration of approval of awarding the following:
 1. Bid #B161021A CDBG Round 2-Real Property Sales-August 2016

43. Road and Bridge

- a. Consideration of approval of an interlocal agreement with the City of Kemah for drainage project

44. Tax Assessor-Collector

- a. Request for waiver or refund of penalty and interest by the property owner:
 1.

R504476	Railey, Barbara	2007	\$2,402.13 (W)
R504476	Railey, Barbara	2008	\$543.46 (W)
R504476	Railey, Barbara	2008	\$1,809.07 (R)
 2.

R116915	Railey, Barbara	2008	\$243.47 (W)
R116915	Railey, Barbara	2008	\$299.29 (R)

45. 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 Federal and State requirements associated with grant No. 13AF00087 with the U.S. Department of Interior –Fish and Wildlife Service, through the Coastal Impact Assistance Program (which is the dune restoration and beach nourishment project on Bolivar Peninsula).

- 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 closure requirements of the Severe Repetitive Loss Elevation Grant Program, and relating to the Severe Repetitive Loss Elevation Projects at 1525 103rd Street, Galveston, and 715 Oak Road, Clear Lake Shores.
- 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 15-CV-1215, Wilford Lloyd Garvin v Charlene Adams as Representative of the Estate of Kert Butler Adams in the 10th Judicial District Court.
- 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 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.
- 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 the Texas General Land Office and Rollover Pass.
- 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 551.074, 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 Human Resources Officer.
- i. **Reconvene into Regularly Scheduled Meeting**
- j. Consideration of adopting resolution making a finding of public purpose(s) and approving dune easement for CIAP Dune Restoration and Beach Nourishment Project on Bolivar Peninsula, CIAP Grant # 13AF00087
- k. Consideration of approving Dune Easement on each of the following properties and authorizing the County Judge to execute same:

Parcel No. R178161, street address 1682 Highway 87, Gilchrist;
Parcel No. R520896, street address 1682 ½ Highway 7, Gilchrist;
Parcel No. R520897, street address 1684 Highway 87, Gilchrist;
Parcel No. R520898, street address 1684 ½ Highway 87, Gilchrist;
Parcel No. R178142, street address 1720 Highway 87, Gilchrist; and
Parcel No. R421481, no street address, corresponds to Abst 64 E Frank Sur Tr 95-2, Acres 0.591 AKA West 1/3 of 1.774 AC

Adjourn

WORKSHOP AGENDA

- 1. Discussion and update on Indigent Healthcare waiver 1115 program submitted by Director of Contract Services

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

November 2, 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 October 31, 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,

Randall Rice, CPA
County Auditor

Galveston County, Texas
 Unaudited Balance Sheet
 Governmental Funds
 October 31, 2016 and 2015

	October 31, 2016	October 31, 2015
Assets:		
Cash and Cash Equivalents	19,522,277	20,031,661
Equity in Pooled Cash	71,549,155	70,082,890
Taxes Receivable - Delinquent	5,727,783	5,727,783
Taxes Rcvbl-Interest/Penalties	4,127,495	4,127,495
Accounts Receivable	255,427	924,914
Unbilled A/R - Non-Grant	81,812	4,875,932
Unbilled A/R - Grants	3,169,140	18,367,729
Due from Othr Govt Fds/Agncies	20,254,385	14,054,336
Due from Other Funds	0	6,494
Due from Others	665,494	3,680,804
Inventory - Materials/Supplies	704,699	844,969
P-Card Clearing Account	77,040	3,228
Total Assets	\$126,134,712	\$142,728,240
Liabilities:		
Vouchers Payable	293,093	2,040,185
Accounts Payable	51	185,133
Salaries and Benefits Payable	334	662
Retainage Payable	568,772	652,433
Due to Othr Govt Fnds/Agencies	630,613	1,247,518
Due to Others	852,920	1,390,653
Deposits Held	426,820	421,902
Escrow Deposits	2,377	35,938
Deferred Revenue	12,403,826	12,767,020
Total Liabilities	15,178,812	18,741,447
Fund Balance:		
Non-Spendable	704,699	844,969
Restricted	40,019,477	60,151,262
Assigned	7,417,665	7,953,585
Unassigned	62,800,418	55,036,975
Total Fund Balance	110,942,261	123,986,793
Total Liabilities and Fund Balance	\$126,121,073	\$142,728,240

Galveston County, Texas

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

For the Fiscal Years Ended October 31, 2016 and 2015

	<u>October 31, 2016</u>	<u>October 31, 2015</u>
Revenues:		
Taxes	267,358	311,834
Licenses and Permits	210,850	274,286
Intergovernmental Revenues	576,924	2,338,862
Charges for Services	408,583	798,629
Court Costs and Fines	84,311	171,064
Other Revenue	371,605	187,677
Total Revenues	<u>\$1,919,632</u>	<u>\$4,082,354</u>
Expenditures:		
Personnel & Benefits	4,086,417	4,843,757
Supplies	191,070	122,100
Other Services and Charges	2,349,675	1,497,584
Inter/Intragvrnmntl Expenditrs	750,371	(99,434)
Other Expenses	0	545
Capital Outlay	360,298	415,288
Total Expenditures	<u>7,737,833</u>	<u>6,779,840</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(5,818,201)</u>	<u>(2,697,486)</u>
Other Financing Sources and Uses:		
Interfund Operating Trnsfrs In	0	837,268
Proceeds-Disposl of Cap Assets	29,860	7,090
Interfund Operating Trnsfr Out	0	(992,037)
Total Other Sources (Uses)	<u>29,860</u>	<u>(147,679)</u>
Net Change in Fund Balances	<u>(5,788,341)</u>	<u>(2,845,165)</u>
Fund Balance - Beginning	116,730,602	126,831,958
Fund Balance - Ending	<u>\$110,942,261</u>	<u>\$123,986,793</u>

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements

October 31, 2016

Fund Name and Number	Beginning Balance	Receipts	Disbursements	Ending Balance
	October 1, 2016			October 31, 2016
1101 General Fund	57,447,027	1,942,577	8,366,953	51,022,651
1201 Cnty Clk Records Archive Fund	1,378,446	17,475	18,879	1,377,042
1202 Juvenile Justice Fund	3,336,527	2,567	299,107	3,039,987
1203 Indigent Health Care Fund	9,095,311	68,888	145,461	9,018,737
1204 Beach Maintenance-Rd & Bridge	620,698	0	31,504	589,193
1205 Probate Judicial Education Fnd	49,822	285	0	50,108
1206 Child Welfare Fund	129,122	50,126	20,107	159,140
1207 Economic Development	141,301	0	35,139	106,161
Total General Fund	72,198,254	2,081,920	8,917,154	65,363,019
Special Revenue Funds				
2101 Cnty Records Mgt & Preservatio	399,101	4,828	4,068	399,862
2102 Co Clerk Rec Mgt & Pres Fund	2,173,721	20,812	14,922	2,179,611
2103 Election Srvs Contract Fund	510,043	0	27,240	482,803
2105 Dist Clrk Chld Support IV-D	66,746	0	3,573	63,173
2106 Distr Clerk Records Mgmt Fund	150,157	3,757	0	153,914
2107 Election Code Chapter 19 Fund	1	1	3,294	(3,292)
2111 Tx Assess/Coll Sp Inv Tx Fund	78,564	540	0	79,104
2121 Donations To Galveston County	19,117	500	0	19,617
2131 DA Forfeitures After 10/89	150,185	1,439	347	151,276
2132 DA Check Collection Fees	7,197	0	0	7,197
2205 Courthouse Security Fund	119,105	6,288	16,188	109,205
2206 Justice Court Bldg Security	44,003	512	0	44,515
2207 Appellate Judicial Fund	69,064	2,106	5	71,166
2211 Law Library	55,575	13,347	12,161	56,762
2212 Mediation Services Prog Fund	1,062,404	7,117	6,907	1,062,615
2215 Justice Court Technology Fund	146,361	2,074	0	148,436
2216 Probate Court Contributions Fd	315,483	1,526	3,544	313,466
2217 Suppl Crt-Initiatd Guardianshp	148,980	1,240	5,600	144,619
2218 Pretrial Intervention Program	60,790	930	0	61,720
2219 Court Reporter Service Fund	96,304	6,305	15	102,594
2240 Sheriff's Commissary Fund	732,213	22,895	21,374	733,734
2242 Sheriff's ForfeituresAft 10/89	397,524	0	2,555	394,969
2250 Law Enforcement Education	146,066	0	201	145,864
2255 Constables' Forfeitures	3,495	0	0	3,495
2260 Emergency Management Fund	806,498	0	3,125	803,373
2301 Road & Bridge Fund	1,104,720	302,583	676,953	730,351
2303 Farm to Market Lateral Road	1,230,144	189,633	12,268	1,407,509
2341 Road District #1	1,327,924	39,593	20,285	1,347,232
2370 Flood Control Fund	1,680,522	43,466	188,963	1,535,026
2410 Mosquito Control District Fund	233,651	2,627	47,785	188,493
2601 Beach & Parks Fund	3,498,147	405,459	437,235	3,466,370
2621 Galveston County Museum	6,345	0	0	6,345

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements

October 31, 2016

Fund Name and Number	Beginning Balance	Receipts	Disbursements	Ending Balance
	October 1, 2016			October 31, 2016
2816 Low Inc Rpr,Retfit,Acc Veh Rpl	18,000	0	0	18,000
2817 LIRAP-Local Initiative Project	149,045	0	13,388	135,656
2841 Juvenile Probation-State Aid	(53,060)	0	94,986	(148,047)
2844 Juv Mental Health Proj Grant	(9,925)	0	0	(9,925)
2850 National School Lunch Program	11,680	4,606	2,177	14,108
2851 Title IV-E Foster Care Program	109,249	0	0	109,249
2864 Auto Crimes Task Force Grant	(114,852)	2,540	36,782	(149,094)
2865 Sheriff Dept. Grants	(1,991)	2,577	0	586
2867 SCAAP Program Grant	32,803	0	0	32,803
2874 Crime Victim Assistance Prog	(23,556)	0	9,009	(32,565)
2877 Violence Against Women Act	(13,866)	7,459	8,574	(14,982)
2892 State Homeland Security Grant	(88,726)	48,595	12,317	(52,448)
2911 HUD Community Developmt	35,267	0	0	35,267
2913 Coastal Impact Assistance Grt	(284,507)	198,354	19,750	(105,902)
2914 CDBG Housing Program	17,559	0	1,250	16,309
2915 CDBG Infrastructure Program	17,006	0	124,080	(107,074)
2916 CDBG Round 2 Housing	(1,197,207)	51,138	1,013,129	(2,159,197)
2917 CDBG Round 2 Infrastructure Pr	(618,321)	444,930	541,362	(714,753)
2921 Senior Citizens Grant Prog	162,656	50,951	45,685	167,922
2923 Texas Feeding Texans	18,000	0	2,499	15,500
2962 Parks/Beaches Project Grants f	84,890	121,576	175,207	31,259
2975 Just Dept Loc Law Enf Blk Grt	89,622	0	0	89,622
2983 Federal Mitigation Assistance	(39,263)	0	0	(39,263)
2991 Election Serv Cntr Fnd - HAVA	127,292	0	0	127,292
2992 Severe Repetitive Loss Grant	(4,560,098)	105,641	896,274	(5,350,730)
2994 Disaster Recovery - Ike	(17,029,351)	1,026,703	13,153	(16,015,801)
Total Special Revenue Funds	(6,321,504)	3,144,664	4,518,247	(7,695,084)
Capital Projects Funds				
3100 County Capital Projects Fund	3,924,437	18,032	260,404	3,682,064
3101 Capital Replenishment	1,452,648	0	0	1,452,648
3120 Limited Tax Cnty Bldg Bds Sr09	890,226	40,378	40,378	890,226
3206 Comb Tax/Revenue COB Sr	124,350	0	0	124,350
3222 Ltd Tax Crim Jst Bds Sr 2003A	8,361	0	0	8,361
3271 Parks Dept Capital Projects	2,573,126	0	92,766	2,480,359
3306 Road Capital Project Fund-1987	34,406	0	0	34,406
3307 Unltd Tax Road Bonds Sr 2003B	1,900,551	0	0	1,900,551
3308 Unlimited Tax Rd Bds Ser 2001	1,360,995	0	0	1,360,995
3310 Pass Thru Toll Rv Lt Tx BdSr07	3,727,496	0	0	3,727,496
3312 Unltd Tax Road Bonds Sr 2009	8,898,851	40,378	40,378	8,898,851
3315 Galv Causeway RR Bridge Proj	155,126	0	0	155,126
3316 Cnty Road & Bridge Projects	259,478	0	0	259,478
3370 Ltd Tax Flood Control Bds Sr09	521,046	0	0	521,046
3373 Gal Cnty Cert of Oblig Sr 2008	312,897	0	0	312,897

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements

October 31, 2016

Fund Name and Number	Beginning Balance	Receipts	Disbursements	Ending Balance
	October 1, 2016			October 31, 2016
Total Capital Projects Funds	26,143,994	98,788	433,927	25,808,854
Debt Service Funds				
Total Debt Service Funds	7,536,129	58,519	0	7,594,648
Internal Service Funds				
6123 Employee Benefits	4,572,349	1,906,622	2,076,488	4,402,482
6124 Workers Compensation Fund	790,188	14,086	24,499	779,776
6125 Unemployment	24,673	1	19,096	5,578
6130 Self Insurance Reserve Fund	6,007,241	58	1,379,031	4,628,267
Total Internal Service Funds	11,394,451	1,920,769	3,499,116	9,816,103
Trust and Agency				
7212 DA Seized Funds	80,773	0	0	80,773
7222 Sheriff Seized Funds	243,684	0	0	243,684
7224 Crim Invst Div Seiz Post 10/89	5,937	0	0	5,937
7225 Task Force Seizure Pre 10/89	14,403	0	0	14,403
7250 Unclaimed Property Fund	236,715	0	0	236,715
7601 Payroll Fund	1,011,939	12,922,302	12,673,525	1,260,716
7605 Escrow Fund	954,393	159,431	16,045	1,097,779
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	2,161	467	108	2,519
Total Trust and Agency	13,016,851	13,082,200	12,689,679	13,409,372
Grand Total	\$123,968,175	\$20,386,862	\$30,058,126	\$114,296,912

Galveston County, Texas
Operating Transfers In and Out
As of October 31, 2016

	<u>Transfers In</u>	<u>Transfers Out</u>
Grand Total	\$0	\$0

Galveston County, Texas
Unaudited Schedule of Long-Term Debt

Fund Number	Fund Name	Outstanding at Beginning of Fiscal Year		Principal Due in FY 2017	Final Maturity
		Interest Rates	Principal		
4215	Justice Center and Public Safety Building Bonds Series 2001	5.38% to 5.66%	\$ 13,392,062	\$ 1,673,969	2026
4368	Unlimited Tax Road Bonds Series 2001	5.38% to 5.66%	10,066,372	1,258,170	2026
4020	General Obligation Refunding Bonds Series 2007	3.5% to 4.5%	75,890,000	3,870,000	2028
4371	Unlimited Tax Road Bonds Series 2009A	3.9% to 6.205%	57,895,000	3,195,000	2029
4021	Limited Tax County Building Bonds Series 2009B	3.9% to 5.905%	34,855,000	1,895,000	2029
4390	Limited Tax Flood Control Bonds Series 2009C-1	3.0% to 3.5%	2,095,000	675,000	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%	2,155,000	550,000	2018
4023	Unlimited Tax Refunding Bonds Series 2011B	3.0% to 4.25%	2,990,000	375,000	2023
4026	Pass-Through Toll Rev./Ltd. Tax Refunding Bonds Series 2012	3.506% to 5.0%	30,075,000	4,275,000	2024
			\$ 238,628,434	\$ 17,767,138	

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

October 31, 2016

Budget year elapsed is 8%; budget year remaining is 92%

	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	7,072,043	(191,457)	6,880,586	77,990	77,990	0	6,802,596	98 %
Supplies	27,900	0	27,900	0	0	0	27,900	100 %
Other Services and C	2,710,479	0	2,710,479	275,569	275,569	8,541	2,426,369	89 %
Other Financing Uses	542,626	412,988	955,614	0	0	43,578	912,036	95 %
Total General Government	10,353,048	221,531	10,574,579	353,559	353,559	52,119	10,168,901	96 %
County Judge:								
Personnel & Benefits	434,372	0	434,372	21,759	21,759	0	412,613	94 %
Supplies	4,600	0	4,600	0	0	0	4,600	100 %
Other Services and C	5,000	0	5,000	0	0	0	5,000	100 %
Total County Judge	443,972	0	443,972	21,759	21,759	0	422,213	95 %
County Commissioner-Pct 1:								
Personnel & Benefits	210,076	0	210,076	10,663	10,663	0	199,413	94 %
Supplies	1,000	0	1,000	0	0	0	1,000	100 %
Other Services and C	3,600	0	3,600	0	0	0	3,600	100 %
Total County Commissioner-Pct	214,676	0	214,676	10,663	10,663	0	204,013	95 %
County Commissioner-Pct 2:								
Personnel & Benefits	210,076	0	210,076	10,044	10,044	0	200,032	95 %
Supplies	1,000	0	1,000	0	0	0	1,000	100 %
Other Services and C	100	0	100	0	0	0	100	100 %
Total County Commissioner-Pct	211,176	0	211,176	10,044	10,044	0	201,132	95 %
County Commissioner-Pct 3:								
Personnel & Benefits	210,076	0	210,076	10,664	10,664	0	199,412	94 %
Supplies	1,000	0	1,000	0	0	0	1,000	100 %
Other Services and C	1,100	0	1,100	0	0	0	1,100	100 %
Total County Commissioner-Pct	212,176	0	212,176	10,664	10,664	0	201,512	94 %
County Commissioner-Pct 4:								
Personnel & Benefits	210,076	0	210,076	7,503	7,503	0	202,573	96 %
Supplies	1,100	0	1,100	0	0	0	1,100	100 %
Other Services and C	100	0	100	0	0	0	100	100 %
Total County Commissioner-Pct	211,276	0	211,276	7,503	7,503	0	203,773	96 %
County Clerk:								
Personnel & Benefits	1,986,339	0	1,986,339	97,159	97,159	0	1,889,180	95 %
Supplies	29,500	0	29,500	1,408	1,408	147	27,945	94 %
Other Services and C	10,120	0	10,120	520	520	0	9,600	94 %
Total County Clerk	2,025,959	0	2,025,959	99,087	99,087	147	1,926,725	95 %
Election Expense:								

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

October 31, 2016

Budget year elapsed is 8%; budget year remaining is 92%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
Personnel & Benefits	682,899	0	682,899	17,728	17,728	0	665,171	97%
Supplies	14,500	0	14,500	0	0	0	14,500	100%
Other Services and C	245,533	0	245,533	2,144	2,144	121,042	122,347	49%
Total Election Expense	942,932	0	942,932	19,872	19,872	121,042	802,018	85%
Veteran's Service:								
Personnel & Benefits	160,897	0	160,897	7,109	7,109	0	153,788	95%
Supplies	2,100	0	2,100	0	0	0	2,100	100%
Other Services and C	4,500	0	4,500	0	0	0	4,500	100%
Total Veteran's Service	167,497	0	167,497	7,109	7,109	0	160,388	95%
Veterans Participation Program:								
Supplies	3,000	0	3,000	0	0	0	3,000	100%
Other Services and C	27,000	0	27,000	0	0	0	27,000	100%
Total Veterans Participation	30,000	0	30,000	0	0	0	30,000	100%
10th District Court:								
Personnel & Benefits	193,582	0	193,582	9,232	9,232	0	184,350	95%
Supplies	1,500	0	1,500	0	0	0	1,500	100%
Other Services and C	2,870	0	2,870	0	0	0	2,870	100%
Total 10th District Court	197,952	0	197,952	9,232	9,232	0	188,720	95%
56th District Court:								
Personnel & Benefits	196,480	0	196,480	9,701	9,701	0	186,779	95%
Supplies	1,500	0	1,500	415	415	0	1,085	72%
Other Services and C	2,700	0	2,700	0	0	0	2,700	100%
Total 56th District Court	200,680	0	200,680	10,116	10,116	0	190,564	94%
122nd District Court:								
Personnel & Benefits	191,775	0	191,775	9,256	9,256	0	182,519	95%
Supplies	1,500	0	1,500	0	0	420	1,080	72%
Other Services and C	2,870	0	2,870	0	0	0	2,870	100%
Total 122nd District Court	196,145	0	196,145	9,256	9,256	420	186,469	95%
212th District Court:								
Personnel & Benefits	193,582	0	193,582	8,846	8,846	0	184,736	95%
Supplies	1,500	500	2,000	190	190	66	1,743	87%
Other Services and C	1,925	0	1,925	0	0	0	1,925	100%
Total 212th District Court	197,007	500	197,507	9,036	9,036	66	188,404	95%
306th District Court:								
Personnel & Benefits	224,543	0	224,543	10,760	10,760	0	213,783	95%
Supplies	1,500	500	2,000	0	0	0	2,000	100%
Other Services and C	3,475	0	3,475	0	0	0	3,475	100%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

October 31, 2016

Budget year elapsed is 8%; budget year remaining is 92%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Total 306th District Court	229,518	500	230,018	10,760	10,760	0	219,258	95%
405th District Crt:								
Personnel & Benefits	211,457	0	211,457	10,107	10,107	0	201,350	95%
Supplies	1,500	975	2,475	0	0	0	2,475	100%
Other Services and C	4,593	0	4,593	0	0	0	4,593	100%
Total 405th District Crt	217,550	975	218,525	10,107	10,107	0	208,418	95%
Court Administration Office:								
Personnel & Benefits	355,296	0	355,296	15,329	15,329	0	339,967	95%
Supplies	13,000	0	13,000	157	157	1,173	11,670	89%
Other Services and C	3,467,500	0	3,467,500	151,292	151,292	226,029	3,090,179	89%
Total Court Administration Office	3,835,796	0	3,835,796	166,778	166,778	227,202	3,441,816	89%
County Court #1:								
Personnel & Benefits	415,175	0	415,175	20,584	20,584	0	394,592	95%
Supplies	1,500	0	1,500	0	0	0	1,500	100%
Other Services and C	2,503	0	2,503	0	0	0	2,503	100%
Total County Court #1	419,178	0	419,178	20,584	20,584	0	398,595	95%
County Court #2:								
Personnel & Benefits	404,816	0	404,816	20,083	20,083	0	384,733	95%
Supplies	1,500	224	1,724	223	223	0	1,501	87%
Other Services and C	2,600	0	2,600	0	0	0	2,600	100%
Total County Court #2	408,916	224	409,140	20,306	20,306	0	388,834	95%
Probate Court:								
Personnel & Benefits	571,650	3,037	574,687	28,340	28,340	0	546,347	95%
Supplies	3,600	0	3,600	53	53	53	3,495	97%
Other Services and C	125,550	0	125,550	1,832	1,832	4,050	119,668	95%
Total Probate Court	700,800	3,037	703,837	30,225	30,225	4,103	669,510	95%
County Court #3:								
Personnel & Benefits	397,300	0	397,300	19,602	19,602	0	377,698	95%
Supplies	1,500	0	1,500	0	0	0	1,500	100%
Other Services and C	3,450	0	3,450	0	0	0	3,450	100%
Total County Court #3	402,250	0	402,250	19,602	19,602	0	382,648	95%
Justice Court Pct 1:								
Personnel & Benefits	427,260	0	427,260	19,780	19,780	0	407,480	95%
Supplies	8,925	0	8,925	0	0	0	8,925	100%
Other Services and C	5,700	0	5,700	0	0	0	5,700	100%
Total Justice Court Pct 1	441,885	0	441,885	19,780	19,780	0	422,105	95%
Justice Court Pct 2:								

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

October 31, 2016

Budget year elapsed is 8%; budget year remaining is 92%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
Personnel & Benefits	432,272	0	432,272	20,679	20,679	0	411,593	95 %
Supplies	9,000	0	9,000	0	0	0	9,000	100 %
Other Services and C	5,700	0	5,700	0	0	0	5,700	100 %
Total Justice Court Pct 2	446,972	0	446,972	20,679	20,679	0	426,293	95 %
Justice Court Pct 3:								
Personnel & Benefits	495,070	0	495,070	24,053	24,053	0	471,017	95 %
Supplies	12,000	0	12,000	26	26	145	11,830	98 %
Other Services and C	5,296	0	5,296	900	900	150	4,246	80 %
Total Justice Court Pct 3	512,366	0	512,366	24,979	24,979	295	487,093	95 %
Justice Court Pct 4:								
Personnel & Benefits	417,606	0	417,606	19,778	19,778	0	397,828	95 %
Supplies	7,125	0	7,125	437	437	115	6,573	92 %
Other Services and C	5,720	0	5,720	750	750	0	4,970	86 %
Total Justice Court Pct 4	430,451	0	430,451	20,965	20,965	115	409,371	95 %
District Clerk:								
Personnel & Benefits	2,902,621	0	2,902,621	141,103	141,103	0	2,761,518	95 %
Supplies	95,920	18,755	114,675	18,912	18,912	295	95,468	83 %
Other Services and C	550,955	0	550,955	24,084	24,084	1,199	525,672	95 %
Total District Clerk	3,549,496	18,755	3,568,251	184,099	184,099	1,494	3,382,658	94 %
District Attorney:								
Personnel & Benefits	6,083,587	11,359	6,094,946	284,327	284,327	0	5,810,619	95 %
Supplies	91,274	10,794	102,068	482	482	5,314	96,272	94 %
Other Services and C	293,275	3,000	296,275	9,603	9,603	69,423	217,249	73 %
Capital Outlay	69,100	0	69,100	10,500	10,500	0	58,600	84 %
Total District Attorney	6,537,236	25,153	6,562,389	304,912	304,912	74,737	6,182,740	94 %
Collections Office:								
Personnel & Benefits	391,231	0	391,231	19,027	19,027	0	372,204	95 %
Supplies	7,500	0	7,500	0	0	0	7,500	100 %
Other Services and C	16,000	0	16,000	0	0	9,800	6,200	38 %
Total Collections Office	414,731	0	414,731	19,027	19,027	9,800	385,904	93 %
Personal Bond Office:								
Personnel & Benefits	188,144	0	188,144	4,876	4,876	0	183,268	97 %
Supplies	3,500	0	3,500	0	0	0	3,500	100 %
Total Personal Bond Office	191,644	0	191,644	4,876	4,876	0	186,768	97 %
County Auditor:								
Personnel & Benefits	2,420,348	306	2,420,654	110,549	110,549	0	2,310,105	95 %
Supplies	11,121	0	11,121	0	0	0	11,121	100 %
Other Services and C	50,620	0	50,620	11,046	11,046	506	39,068	77 %

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

October 31, 2016

Budget year elapsed is 8%; budget year remaining is 92%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Total County Auditor	2,482,089	306	2,482,395	121,595	121,595	506	2,360,294	95%
Professional Services:								
Personnel & Benefits	726,425	0	726,425	32,140	32,140	0	694,285	95%
Supplies	3,500	0	3,500	0	0	0	3,500	100%
Other Services and C	110,000	0	110,000	0	0	750	109,250	99%
Total Professional Services	839,925	0	839,925	32,140	32,140	750	807,035	96%
Tax Assessor/Collector Admin:								
Personnel & Benefits	1,454,141	0	1,454,141	73,326	73,326	0	1,380,815	94%
Supplies	17,963	0	17,963	0	0	762	17,201	95%
Other Services and C	34,050	0	34,050	0	0	4,350	29,700	87%
Total Tax Assessor/Collector	1,506,154	0	1,506,154	73,326	73,326	5,112	1,427,716	94%
Tax Assessor/Collector TxDMV:								
Personnel & Benefits	1,024,763	0	1,024,763	50,119	50,119	0	974,644	95%
Supplies	11,500	0	11,500	0	0	0	11,500	100%
Other Services and C	500	0	500	0	0	0	500	100%
Total Tax Assessor/Collector	1,036,763	0	1,036,763	50,119	50,119	0	986,644	95%
Tax Assessor/Coll Collection:								
Personnel & Benefits	119,406	306	119,712	5,193	5,193	0	114,519	95%
Supplies	1,250	0	1,250	0	0	0	1,250	100%
Total Tax Assessor/Coll	120,656	306	120,962	5,193	5,193	0	115,769	95%
Tax Assessor/Collector Reimb:								
Personnel & Benefits	4,666	0	4,666	0	0	0	4,666	100%
Other Services and C	26,000	0	26,000	(593)	(593)	3,460	23,134	88%
Total Tax Assessor/Collector	30,666	0	30,666	(593)	(593)	3,460	27,800	90%
County Treasurer:								
Personnel & Benefits	608,798	0	608,798	28,332	28,332	0	580,466	95%
Supplies	20,000	0	20,000	768	768	0	19,232	96%
Other Services and C	34,000	0	34,000	320	320	66	33,614	98%
Total County Treasurer	662,798	0	662,798	29,420	29,420	66	633,312	95%
Purchasing:								
Personnel & Benefits	600,647	0	600,647	29,382	29,382	0	571,265	95%
Supplies	5,386	0	5,386	0	0	0	5,386	100%
Other Services and C	26,595	0	26,595	32	32	0	26,563	99%
Total Purchasing	632,628	0	632,628	29,414	29,414	0	603,214	95%
Legal Department:								
Personnel & Benefits	971,752	0	971,752	43,334	43,334	0	928,418	95%
Supplies	12,300	0	12,300	0	0	135	12,165	98%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

October 31, 2016

Budget year elapsed is 8%; budget year remaining is 92%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
Other Services and C	541,500	0	541,500	5	5	97,553	443,942	81 %
Total Legal Department	<u>1,525,552</u>	<u>0</u>	<u>1,525,552</u>	<u>43,339</u>	<u>43,339</u>	<u>97,688</u>	<u>1,384,525</u>	<u>90 %</u>
Human Resources:								
Personnel & Benefits	474,954	0	474,954	16,165	16,165	0	458,789	96 %
Supplies	12,540	0	12,540	0	0	144	12,396	98 %
Other Services and C	109,300	0	109,300	1,760	1,760	4,853	102,686	93 %
Total Human Resources	<u>596,794</u>	<u>0</u>	<u>596,794</u>	<u>17,925</u>	<u>17,925</u>	<u>4,997</u>	<u>573,871</u>	<u>96 %</u>
Information Technology:								
Personnel & Benefits	3,084,073	0	3,084,073	149,576	149,576	0	2,934,497	95 %
Supplies	182,023	0	182,023	34,980	34,980	31,352	115,691	63 %
Other Services and C	4,081,610	0	4,081,610	69,342	69,342	1,295,490	2,716,777	66 %
Capital Outlay	317,000	0	317,000	0	0	255	316,745	99 %
Total Information Technology	<u>7,664,706</u>	<u>0</u>	<u>7,664,706</u>	<u>253,898</u>	<u>253,898</u>	<u>1,327,097</u>	<u>6,083,710</u>	<u>79 %</u>
Wireless Connect:								
Supplies	50,000	0	50,000	0	0	0	50,000	100 %
Capital Outlay	25,000	0	25,000	0	0	0	25,000	100 %
Total Wireless Connect	<u>75,000</u>	<u>0</u>	<u>75,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>75,000</u>	<u>100 %</u>
JCC AV:								
Capital Outlay	212,000	0	212,000	0	0	0	212,000	100 %
Total JCC AV	<u>212,000</u>	<u>0</u>	<u>212,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>212,000</u>	<u>100 %</u>
DR Storage:								
Capital Outlay	200,000	0	200,000	0	0	105,435	94,565	47 %
Total DR Storage	<u>200,000</u>	<u>0</u>	<u>200,000</u>	<u>0</u>	<u>0</u>	<u>105,435</u>	<u>94,565</u>	<u>47 %</u>
Print Center:								
Personnel & Benefits	108,326	0	108,326	4,099	4,099	0	104,227	96 %
Supplies	399,200	50,890	450,090	1,500	1,500	100,670	347,920	77 %
Other Services and C	75,000	(50,890)	24,110	8,702	8,702	15,406	2	0 %
Total Print Center	<u>582,526</u>	<u>0</u>	<u>582,526</u>	<u>14,301</u>	<u>14,301</u>	<u>116,076</u>	<u>452,149</u>	<u>77 %</u>
Facilities Svcs & Maintenance:								
Personnel & Benefits	1,139,881	0	1,139,881	49,073	49,073	0	1,090,808	95 %
Supplies	318,500	0	318,500	4,507	4,507	216,666	97,327	30 %
Other Services and C	5,543,500	50,000	5,593,500	189,213	189,213	4,095,943	1,308,345	23 %
Capital Outlay	0	54,307	54,307	0	0	0	54,307	100 %
Total Facilities Svcs &	<u>7,001,881</u>	<u>104,307</u>	<u>7,106,188</u>	<u>242,793</u>	<u>242,793</u>	<u>4,312,609</u>	<u>2,550,787</u>	<u>35 %</u>
County Architect:								
Personnel & Benefits	130,301	0	130,301	6,424	6,424	0	123,877	95 %

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							Amount	Pct
Other Services and C	2,000	0	2,000	0	0	724	1,276	63%
Total County Architect	<u>132,301</u>	<u>0</u>	<u>132,301</u>	<u>6,424</u>	<u>6,424</u>	<u>724</u>	<u>125,153</u>	<u>94%</u>
ADA Compliance:								
Supplies	0	0	0	0	0	6,195	(6,195)	0%
Other Services and C	350,000	35,000	385,000	0	0	26,323	358,677	93%
Capital Outlay	0	153,689	153,689	0	0	72,500	81,189	52%
Total ADA Compliance	<u>350,000</u>	<u>188,689</u>	<u>538,689</u>	<u>0</u>	<u>0</u>	<u>105,018</u>	<u>433,671</u>	<u>80%</u>
Fleet Mgmt - Galveston:								
Personnel & Benefits	747,631	0	747,631	36,755	36,755	0	710,876	95%
Supplies	616,112	0	616,112	10,219	10,219	159,760	446,133	72%
Other Services and C	267,600	0	267,600	4,533	4,533	23,975	239,093	89%
Capital Outlay	33,000	0	33,000	0	0	0	33,000	100%
Total Fleet Mgmt - Galveston	<u>1,664,343</u>	<u>0</u>	<u>1,664,343</u>	<u>51,507</u>	<u>51,507</u>	<u>183,735</u>	<u>1,429,102</u>	<u>85%</u>
County Engineer:								
Personnel & Benefits	600,442	0	600,442	26,317	26,317	0	574,125	95%
Supplies	11,050	0	11,050	0	0	0	11,050	100%
Other Services and C	70,950	0	70,950	782	782	9,205	60,963	85%
Capital Outlay	1,000,000	0	1,000,000	208	208	559,500	440,292	44%
Other Financing Uses	52,500	0	52,500	0	0	0	52,500	100%
Total County Engineer	<u>1,734,942</u>	<u>0</u>	<u>1,734,942</u>	<u>27,307</u>	<u>27,307</u>	<u>568,705</u>	<u>1,138,930</u>	<u>65%</u>
Total General Government	<u>63,395,009</u>	<u>564,283</u>	<u>63,959,292</u>	<u>2,453,687</u>	<u>2,453,687</u>	<u>7,323,518</u>	<u>54,182,090</u>	<u>84%</u>
Administration Sheriff:								
Personnel & Benefits	1,250,439	0	1,250,439	62,485	62,485	0	1,187,954	95%
Supplies	277,700	10,000	287,700	371	371	103,013	184,316	64%
Other Services and C	360,600	0	360,600	10,379	10,379	193,373	156,848	43%
Capital Outlay	756,000	0	756,000	0	0	0	756,000	100%
Total Administration Sheriff	<u>2,644,739</u>	<u>10,000</u>	<u>2,654,739</u>	<u>73,235</u>	<u>73,235</u>	<u>296,386</u>	<u>2,285,118</u>	<u>86%</u>
Criminal Investigation:								
Personnel & Benefits	1,546,621	0	1,546,621	72,819	72,819	0	1,473,803	95%
Supplies	7,000	0	7,000	0	0	0	7,000	100%
Other Services and C	23,930	0	23,930	1,200	1,200	589	22,141	92%
Other Expenses	18,000	0	18,000	0	0	300	17,700	98%
Capital Outlay	10,000	0	10,000	0	0	0	10,000	100%
Total Criminal Investigation	<u>1,605,551</u>	<u>0</u>	<u>1,605,551</u>	<u>74,019</u>	<u>74,019</u>	<u>889</u>	<u>1,530,644</u>	<u>95%</u>
Identification Division:								
Personnel & Benefits	649,637	0	649,637	30,939	30,939	0	618,698	95%
Supplies	11,500	0	11,500	0	0	3,635	7,865	68%
Other Services and C	17,500	0	17,500	0	0	2,108	15,392	87%

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Total Identification Division	678,637	0	678,637	30,939	30,939	5,743	641,955	94%
M.H.M.R. - Sheriff:								
Personnel & Benefits	539,304	0	539,304	25,755	25,755	0	513,549	95%
Supplies	3,200	0	3,200	0	0	0	3,200	100%
Other Services and C	4,650	0	4,650	0	0	0	4,650	100%
Total M.H.M.R. - Sheriff	547,154	0	547,154	25,755	25,755	0	521,399	95%
Corrections-Sheriff:								
Personnel & Benefits	16,638,321	0	16,638,321	860,964	860,964	0	15,777,357	94%
Supplies	216,000	0	216,000	2,324	2,324	72,030	141,646	65%
Other Services and C	4,712,966	0	4,712,966	23,137	23,137	1,188,491	3,501,338	74%
Capital Outlay	610,000	555,000	1,165,000	0	0	0	1,165,000	100%
Total Corrections-Sheriff	22,177,287	555,000	22,732,287	886,425	886,425	1,260,521	20,585,341	90%
Bolivar Summer Program:								
Personnel & Benefits	213,720	0	213,720	0	0	0	213,720	100%
Total Bolivar Summer Program	213,720	0	213,720	0	0	0	213,720	100%
Patrol Division:								
Personnel & Benefits	3,569,654	306	3,569,960	168,633	168,633	0	3,401,327	95%
Supplies	28,000	0	28,000	0	0	15,032	12,968	46%
Other Services and C	36,008	0	36,008	1,008	1,008	3,470	31,530	87%
Capital Outlay	15,000	0	15,000	0	0	0	15,000	100%
Total Patrol Division	3,648,662	306	3,648,968	169,641	169,641	18,502	3,460,825	94%
Warrant's - Sheriff's:								
Personnel & Benefits	1,519,113	0	1,519,113	70,834	70,834	0	1,448,280	95%
Supplies	6,000	0	6,000	0	0	0	6,000	100%
Other Services and C	59,200	0	59,200	201	201	810	58,189	98%
Total Warrant's - Sheriff's	1,584,313	0	1,584,313	71,035	71,035	810	1,512,469	95%
Sheriff Services for ISDS:								
Personnel & Benefits	3,301,617	106,758	3,408,375	162,574	162,574	0	3,245,801	95%
Other Services and C	13,900	0	13,900	0	0	0	13,900	100%
Total Sheriff Services for ISDS	3,315,517	106,758	3,422,275	162,574	162,574	0	3,259,701	95%
Communications-Sheriff:								
Personnel & Benefits	879,612	0	879,612	46,214	46,214	0	833,398	94%
Supplies	2,000	0	2,000	0	0	0	2,000	100%
Other Services and C	130,100	0	130,100	393	393	11,049	118,658	91%
Total Communications-Sheriff	1,011,712	0	1,011,712	46,607	46,607	11,049	954,056	94%
Commissary Operations:								

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							Amount	Pct
Personnel & Benefits	89,598	0	89,598	3,026	3,026	0	86,572	96%
Total Commissary Operations	<u>89,598</u>	<u>0</u>	<u>89,598</u>	<u>3,026</u>	<u>3,026</u>	<u>0</u>	<u>86,572</u>	<u>96%</u>
Bailiffs:								
Personnel & Benefits	2,137,004	0	2,137,004	106,647	106,647	0	2,030,357	95%
Supplies	3,000	0	3,000	0	0	0	3,000	100%
Total Bailiffs	<u>2,140,004</u>	<u>0</u>	<u>2,140,004</u>	<u>106,647</u>	<u>106,647</u>	<u>0</u>	<u>2,033,357</u>	<u>95%</u>
Constable Pct #2-B:								
Personnel & Benefits	27,493	0	27,493	5,999	5,999	0	21,494	78%
Supplies	375	0	375	0	0	0	375	100%
Total Constable Pct #2-B	<u>27,868</u>	<u>0</u>	<u>27,868</u>	<u>5,999</u>	<u>5,999</u>	<u>0</u>	<u>21,869</u>	<u>78%</u>
Constable Pct #3-B:								
Personnel & Benefits	27,184	0	27,184	6,022	6,022	0	21,162	77%
Supplies	375	0	375	0	0	0	375	100%
Total Constable Pct #3-B	<u>27,559</u>	<u>0</u>	<u>27,559</u>	<u>6,022</u>	<u>6,022</u>	<u>0</u>	<u>21,537</u>	<u>78%</u>
Constable Pct #3:								
Personnel & Benefits	603,641	19,501	623,142	27,351	27,351	0	595,791	95%
Supplies	10,680	0	10,680	0	0	0	10,680	100%
Other Services and C	5,000	0	5,000	0	0	0	5,000	100%
Total Constable Pct #3	<u>619,321</u>	<u>19,501</u>	<u>638,822</u>	<u>27,351</u>	<u>27,351</u>	<u>0</u>	<u>611,471</u>	<u>95%</u>
Constable Pct #2:								
Personnel & Benefits	547,454	26,539	573,993	19,675	19,675	0	554,318	96%
Supplies	7,519	0	7,519	0	0	271	7,248	96%
Other Services and C	3,867	0	3,867	0	0	508	3,360	86%
Total Constable Pct #2	<u>558,840</u>	<u>26,539</u>	<u>585,379</u>	<u>19,675</u>	<u>19,675</u>	<u>779</u>	<u>564,926</u>	<u>96%</u>
Constable Pct #1-B:								
Personnel & Benefits	27,493	0	27,493	6,605	6,605	0	20,888	75%
Supplies	375	0	375	0	0	0	375	100%
Total Constable Pct #1-B	<u>27,868</u>	<u>0</u>	<u>27,868</u>	<u>6,605</u>	<u>6,605</u>	<u>0</u>	<u>21,263</u>	<u>76%</u>
Constable Pct #1:								
Personnel & Benefits	522,750	57,044	579,794	26,331	26,331	0	553,463	95%
Supplies	8,000	0	8,000	0	0	32	7,968	99%
Other Services and C	1,800	0	1,800	0	0	25	1,775	98%
Total Constable Pct #1	<u>532,550</u>	<u>57,044</u>	<u>589,594</u>	<u>26,331</u>	<u>26,331</u>	<u>57</u>	<u>563,206</u>	<u>95%</u>
Constable Pct #4:								
Personnel & Benefits	521,799	88,985	610,784	29,831	29,831	0	580,953	95%
Supplies	8,795	0	8,795	0	0	1,440	7,355	83%

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Other Services and C	1,775	0	1,775	150	150	104	1,521	85 %
Total Constable Pct #4	<u>532,369</u>	<u>88,985</u>	<u>621,354</u>	<u>29,981</u>	<u>29,981</u>	<u>1,544</u>	<u>589,829</u>	<u>94 %</u>
Emergency Management:								
Personnel & Benefits	413,057	0	413,057	19,993	19,993	0	393,064	95 %
Supplies	37,657	0	37,657	196	196	13,582	23,879	63 %
Other Services and C	727,730	0	727,730	409,969	409,969	158,477	159,284	21 %
Total Emergency Management	<u>1,178,444</u>	<u>0</u>	<u>1,178,444</u>	<u>430,158</u>	<u>430,158</u>	<u>172,059</u>	<u>576,227</u>	<u>48 %</u>
Total Public Safety	<u>43,161,713</u>	<u>864,133</u>	<u>44,025,846</u>	<u>2,202,025</u>	<u>2,202,025</u>	<u>1,768,339</u>	<u>40,055,485</u>	<u>90 %</u>
Public Health:								
Other Services and C	2,466,362	0	2,466,362	0	0	0	2,466,362	100 %
Total Public Health	<u>2,466,362</u>	<u>0</u>	<u>2,466,362</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,466,362</u>	<u>100 %</u>
Animal Services:								
Other Services and C	730,688	0	730,688	0	0	0	730,688	100 %
Total Animal Services	<u>730,688</u>	<u>0</u>	<u>730,688</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>730,688</u>	<u>100 %</u>
Coastal Health & Wellness:								
Other Services and C	3,888,854	0	3,888,854	0	0	0	3,888,854	100 %
Total Coastal Health & Wellness	<u>3,888,854</u>	<u>0</u>	<u>3,888,854</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,888,854</u>	<u>100 %</u>
Contract Services:								
Personnel & Benefits	229,509	0	229,509	10,610	10,610	0	218,900	95 %
Supplies	1,300	0	1,300	0	0	0	1,300	100 %
Other Services and C	3,430,558	0	3,430,558	180,781	180,781	1,539,316	1,710,461	49 %
Inter/Intragvrnmntl	2,000	0	2,000	0	0	0	2,000	100 %
Total Contract Services	<u>3,663,367</u>	<u>0</u>	<u>3,663,367</u>	<u>191,391</u>	<u>191,391</u>	<u>1,539,316</u>	<u>1,932,661</u>	<u>52 %</u>
Senior Citizens Program:								
Personnel & Benefits	350,909	1,832	352,741	15,164	15,164	0	337,577	95 %
Supplies	24,640	0	24,640	918	918	7,912	15,811	64 %
Other Services and C	39,255	0	39,255	606	606	4,500	34,149	86 %
Capital Outlay	229,000	0	229,000	0	0	0	229,000	100 %
Other Financing Uses	162,200	0	162,200	0	0	0	162,200	100 %
Total Senior Citizens Program	<u>806,004</u>	<u>1,832</u>	<u>807,836</u>	<u>16,688</u>	<u>16,688</u>	<u>12,412</u>	<u>778,737</u>	<u>96 %</u>
Total Health and Social	<u>11,555,275</u>	<u>1,832</u>	<u>11,557,107</u>	<u>208,079</u>	<u>208,079</u>	<u>1,551,728</u>	<u>9,797,302</u>	<u>84 %</u>
Galv Cnty Museum Collections:								
Personnel & Benefits	103,785	0	103,785	4,957	4,957	0	98,828	95 %
Supplies	24,100	0	24,100	584	584	6,000	17,516	72 %
Other Services and C	32,380	0	32,380	40	40	4,000	28,340	87 %
Inter/Intragvrnmntl	28,400	0	28,400	0	0	0	28,400	100 %

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							Amount	Pct
Capital Outlay	0	16,410	16,410	0	0	0	16,410	100%
Total Galv Cnty Museum	188,665	16,410	205,075	5,581	5,581	10,000	189,494	92%
Parks:								
Personnel & Benefits	1,640,327	3,982	1,644,309	85,395	85,395	0	1,558,914	94%
Supplies	201,624	0	201,624	5,010	5,010	62,184	134,430	66%
Other Services and C	279,670	0	279,670	4,832	4,832	209,444	65,394	23%
Capital Outlay	259,000	273,862	532,862	0	0	0	532,862	100%
Other Financing Uses	229,007	0	229,007	0	0	0	229,007	100%
Total Parks	2,609,628	277,844	2,887,472	95,237	95,237	271,628	2,520,607	87%
Total Culture and Recreation	2,798,293	294,254	3,092,547	100,818	100,818	281,628	2,710,101	87%
AgriLife Extension:								
Personnel & Benefits	490,354	0	490,354	24,461	24,461	0	465,893	95%
Supplies	45,970	0	45,970	0	0	5,000	40,970	89%
Other Services and C	20,320	0	20,320	787	787	4,958	14,575	71%
Capital Outlay	27,000	0	27,000	0	0	0	27,000	100%
Total AgriLife Extension	583,644	0	583,644	25,248	25,248	9,958	548,438	93%
Total Conservation	583,644	0	583,644	25,248	25,248	9,958	548,438	93%
Intergovernmental Expenditures	9,059,220	132,453	9,191,673	0	0	0	9,191,673	100%
Other Financing Uses	20,000,000	(2,144,593)	17,855,407	0	0	0	17,855,407	100%
County Clerk Archive Records:								
Personnel & Benefits	391,825	0	391,825	13,529	13,529	0	378,296	96%
Other Services and C	500,000	0	500,000	0	0	0	500,000	100%
Total County Clerk Archive	891,825	0	891,825	13,529	13,529	0	878,296	98%
Juvenile Justice:								
Personnel & Benefits	521,089	0	521,089	25,476	25,476	0	495,613	95%
Supplies	12,600	0	12,600	0	0	0	12,600	100%
Other Services and C	651,901	0	651,901	(395)	(395)	414,641	237,655	36%
Total Juvenile Justice	1,185,590	0	1,185,590	25,081	25,081	414,641	745,868	62%
Juv Justice - Administration:								
Personnel & Benefits	356,822	0	356,822	17,492	17,492	0	339,330	95%
Supplies	21,880	0	21,880	0	0	2,300	19,580	89%
Other Services and C	40,469	0	40,469	0	0	11,054	29,415	72%
Capital Outlay	27,253	0	27,253	0	0	0	27,253	100%
Total Juv Justice -	446,424	0	446,424	17,492	17,492	13,354	415,578	93%
Detention:								
Personnel & Benefits	1,914,782	0	1,914,782	105,152	105,152	0	1,809,630	94%
Supplies	44,400	0	44,400	0	0	15,394	29,006	65%

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Other Services and C	400,613	0	400,613	40	40	261,500	139,073	34%
Total Detention	<u>2,359,795</u>	<u>0</u>	<u>2,359,795</u>	<u>105,192</u>	<u>105,192</u>	<u>276,894</u>	<u>1,977,709</u>	<u>83%</u>
Post Program:								
Personnel & Benefits	306,359	0	306,359	15,830	15,830	0	290,529	94%
Supplies	3,000	0	3,000	0	0	0	3,000	100%
Other Services and C	47,900	0	47,900	0	0	47,900	0	0%
Total Post Program	<u>357,259</u>	<u>0</u>	<u>357,259</u>	<u>15,830</u>	<u>15,830</u>	<u>47,900</u>	<u>293,529</u>	<u>82%</u>
JP Court:								
Personnel & Benefits	100,709	0	100,709	5,008	5,008	0	95,701	95%
Supplies	500	0	500	0	0	0	500	100%
Other Services and C	65,210	0	65,210	0	0	58,297	6,913	10%
Total JP Court	<u>166,419</u>	<u>0</u>	<u>166,419</u>	<u>5,008</u>	<u>5,008</u>	<u>58,297</u>	<u>103,114</u>	<u>61%</u>
JJAEP:								
Personnel & Benefits	189,741	0	189,741	7,747	7,747	0	181,995	95%
Supplies	1,400	0	1,400	0	0	0	1,400	100%
Other Services and C	7,980	0	7,980	40	40	7,500	440	5%
Total JJAEP	<u>199,121</u>	<u>0</u>	<u>199,121</u>	<u>7,787</u>	<u>7,787</u>	<u>7,500</u>	<u>183,835</u>	<u>92%</u>
JJAEP Allotment Program:								
Indigent Health Care Fund:								
Other Services and C	2,500,000	0	2,500,000	9,386	9,386	0	2,490,614	99%
Total Indigent Health Care Fund	<u>2,500,000</u>	<u>0</u>	<u>2,500,000</u>	<u>9,386</u>	<u>9,386</u>	<u>0</u>	<u>2,490,614</u>	<u>99%</u>
Fleet Mgmt - Galveston:								
Other Services and C	40,000	0	40,000	396	396	1,554	38,050	95%
Total Fleet Mgmt - Galveston	<u>40,000</u>	<u>0</u>	<u>40,000</u>	<u>396</u>	<u>396</u>	<u>1,554</u>	<u>38,050</u>	<u>95%</u>
Beach Maintenance-Rd & Bridge:								
Personnel & Benefits	117,222	0	117,222	5,818	5,818	0	111,404	95%
Supplies	29,600	0	29,600	176	176	3,224	26,200	88%
Other Services and C	299,910	0	299,910	6,606	6,606	127,708	165,596	55%
Capital Outlay	104,700	0	104,700	0	0	0	104,700	100%
Total Beach Maintenance-Rd &	<u>551,432</u>	<u>0</u>	<u>551,432</u>	<u>12,600</u>	<u>12,600</u>	<u>130,932</u>	<u>407,900</u>	<u>73%</u>
Probate Judicial Education Fnd:								
Other Services and C	4,300	0	4,300	0	0	0	4,300	100%
Total Probate Judicial Education	<u>4,300</u>	<u>0</u>	<u>4,300</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,300</u>	<u>100%</u>
Child Welfare:								
Personnel & Benefits	47,690	0	47,690	2,333	2,333	0	45,357	95%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

October 31, 2016

Budget year elapsed is 8%; budget year remaining is 92%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
Supplies	61,500	0	61,500	0	0	6,493	55,007	89%
Other Services and C	151,836	5,453	157,289	3,011	3,011	21,815	132,463	84%
Total Child Welfare	<u>261,026</u>	<u>5,453</u>	<u>266,479</u>	<u>5,344</u>	<u>5,344</u>	<u>28,308</u>	<u>232,827</u>	<u>87%</u>
Economic Development:								
Personnel & Benefits	240,659	0	240,659	11,483	11,483	0	229,176	95%
Supplies	2,600	0	2,600	0	0	0	2,600	100%
Other Services and C	134,900	66,000	200,900	0	0	319	200,581	99%
Total Economic Development	<u>378,159</u>	<u>66,000</u>	<u>444,159</u>	<u>11,483</u>	<u>11,483</u>	<u>319</u>	<u>432,357</u>	<u>97%</u>
Total General Fund	<u>165,144,504</u>	<u>(221,638)</u>	<u>164,922,866</u>	<u>5,218,985</u>	<u>5,218,985</u>	<u>11,914,870</u>	<u>147,789,020</u>	<u>89%</u>

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

October 31, 2016

Budget year elapsed is 8%; budget year remaining is 92%

	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 &	259,386	0	259,386	2,654	2,654	0	256,732	98 %
2102 - Co Clerk Rec Mgt & Pres	1,089,228	0	1,089,228	10,144	10,144	261,594	817,490	75 %
2103 - Election Svcs Contract	235,088	0	235,088	3,553	3,553	0	231,535	98 %
2105 - Dist Clrk Chld Support	72,690	0	72,690	2,333	2,333	0	70,357	96 %
2106 - Distr Clerk Records	25,000	0	25,000	0	0	0	25,000	100 %
2107 - Election Code Chapter	29,942	11,265	41,207	3,294	3,294	2,375	35,538	86 %
2111 - Tx Assess/Coll Sp Inv Tx	0	9,575	9,575	0	0	537	9,038	94 %
2121 - Donations To Galveston	10,000	10,500	20,500	0	0	413	20,087	97 %
2131 - DA Forfeitures After	0	154,039	154,039	7,439	7,439	2,615	143,985	93 %
2205 - Courthouse Security	242,117	0	242,117	10,740	10,740	0	231,377	95 %
2211 - Law Library	178,000	0	178,000	3,940	3,940	210	173,850	97 %
2212 - Mediation Services Prog	618,000	0	618,000	188	188	2,713	615,100	99 %
2215 - Justice Court	81,000	0	81,000	0	0	0	81,000	100 %
2216 - Probate Court	229,400	0	229,400	50	50	0	229,350	99 %
2217 - Suppl Crt-Initiatd	30,000	0	30,000	420	420	581	28,999	96 %
2250 - Law Enforcement	0	144,105	144,105	0	0	0	144,105	100 %
2260 - Emergency Management	800,000	1,884,338	2,684,338	3,125	3,125	16,313	2,664,901	99 %
2301 - Road & Bridge Fund	6,718,563	0	6,718,563	204,917	204,917	1,375,864	5,137,782	76 %
2303 - Farm to Market Lateral	901,143	0	901,143	9,747	9,747	500	890,896	98 %
2341 - Road District #1	594,676	0	594,676	10,336	10,336	0	584,340	98 %
2370 - Flood Control Fund	2,836,502	0	2,836,502	85,246	85,246	301,043	2,450,213	86 %
2410 - Mosquito Control District	1,632,781	0	1,632,781	29,015	29,015	18,894	1,584,872	97 %
2601 - Beach & Parks Fund	2,016,258	0	2,016,258	7,772	7,772	129,290	1,879,196	93 %
2621 - Galveston County	17,000	0	17,000	0	0	0	17,000	100 %
Total Special Revenue Funds	18,616,774	2,213,822	20,830,596	394,913	394,913	2,112,942	18,322,743	87%
<u>Budgeted Capital Projects Funds</u>								
<u>County Capital Projects Fund</u>								
3100 - County Capital Projects	500,000	2,074,360	2,574,360	258,805	258,805	185,216	2,130,338	82 %
3101 - Capital Replenishment	525,000	5,878	530,878	0	0	0	530,878	100 %
3120 - Limited Tax Cnty Bldg	0	15,000	15,000	0	0	0	15,000	100 %
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	3,303,309	3,303,309	0	0	167,242	3,136,068	94 %
Total Capital Projects Funds	1,025,000	5,403,205	6,428,205	258,805	258,805	352,458	5,816,942	90%
<u>Budgeted Debt Service Funds</u>								
<u>Gen Oblig Refnd Bd Sr 07</u>								
4020 - Gen Oblig Refnd Bd Sr	6,786,875	0	6,786,875	0	0	0	6,786,875	100 %
4021 - Ltd Tx Cnty Bld Bd	3,829,145	0	3,829,145	0	0	0	3,829,145	100 %
4022 - Ltd Tax Rfd Bonds	622,950	0	622,950	0	0	0	622,950	100 %

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

October 31, 2016

Budget year elapsed is 8%; budget year remaining is 92%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
4023 - Unltd Tx Rf Bds Sr 11B	488,050	0	488,050	0	0	0	488,050	100 %
4026 - PassThr Toll Rv Ltd Tx	5,490,100	0	5,490,100	0	0	0	5,490,100	100 %
4215 - Limited Tax Jst Cntr Bds	3,885,501	0	3,885,501	0	0	0	3,885,501	100 %
4368 - Unlimited Tax Rd Bds	2,920,501	0	2,920,501	0	0	0	2,920,501	100 %
4371 - Unltd Tax Road Bonds	6,387,336	0	6,387,336	0	0	0	6,387,336	100 %
4390 - Ltd Tx Fl Ctr BAB Sr	735,325	0	735,325	0	0	0	735,325	100 %
4393 - Ltd Tx Flid Ctrl BAB Sr	572,291	0	572,291	0	0	0	572,291	100 %
Total Debt Service Funds	31,718,074	0	31,718,074	0	0	0	31,718,074	100%
<u>Budgeted Internal Service Funds</u>								
6123 - Employee Benefits	17,129,055	0	17,129,055	724,710	724,710	1,385,219	15,019,129	87 %
6124 - Workers Compensation	900,000	0	900,000	3,441	3,441	0	896,559	99 %
6125 - Unemployment	0	0	0	12,470	12,470	0	(12,470)	0 %
6130 - Self Insurance Reserve	3,248,500	0	3,248,500	1,379,032	1,379,032	0	1,869,468	57 %
Total Internal Service Funds	21,277,555	0	21,277,555	2,119,653	2,119,653	1,385,219	17,772,686	83%
Grand Total	237,781,907	7,395,389	245,177,296	7,992,356	7,992,356	15,765,489	221,419,465	90 %

AGENDA ITEM #1.e.

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

November 8, 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 acceptance for filing is the Quarterly Audit Report for Constable 1 – Bacliff. The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Honorable Rick Sharp

Attachment: Quarterly Audit Report, Constable 1 - Bacliff

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 19, 2016

Honorable Rick Sharp
Constable 1 - Bacliff
P.O. Box 8327
Bacliff, Texas 77518

Honorable Rick Sharp:

The Galveston County Auditor's Office has examined the monthly reports of Constable 1 - Bacliff for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Constable 1 - Bacliff. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §114.001 and LGC §114.043.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

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

November 8, 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 acceptance for filing is the Quarterly Audit Report for Constable 1 - Texas City. The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Honorable Michael Montez

Attachment: Quarterly Audit Report, Constable 1 - Texas City

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 19, 2016

Honorable Michael Montez
Constable 1 – Texas City
2516 Texas Avenue
Texas City, Texas 77590

Honorable Michael Montez:

The Galveston County Auditor's Office has examined the monthly reports of Constable 1 - Texas City for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Constable 1 - Texas City. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §114.001 and LGC §114.043.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

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

November 8, 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 acceptance for filing is the Quarterly Audit Report for Constable 2 – Santa Fe. The audit covered the period from July 2016 through September 2016.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randall Rice CPA".

Randall Rice CPA
County Auditor

cc: Honorable James Fullen

Attachment: Quarterly Audit Report, Constable 2 – Santa Fe

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 19, 2016

Honorable James Fullen
Constable 2 – Santa Fe
P.O. Box 697
11730 Highway 6
Santa Fe, Texas 77510

Honorable James Fullen:

The Galveston County Auditor's Office has examined the monthly reports of Constable 2 – Santa Fe for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Constable 2 – Santa Fe. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §114.001 and LGC §114.043.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

AGENDA ITEM #1.h.

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

November 8, 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 acceptance for filing is the Quarterly Audit Report for Constable 2 - Galveston. The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Honorable Clint Wayne Brown

Attachment: Quarterly Audit Report, Constable 2 - Galveston

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 19, 2016

Honorable Clint Wayne Brown
Constable 2 – Galveston
1922 Sealy Avenue
Galveston, Texas 77550

Honorable Clint Wayne Brown:

The Galveston County Auditor's Office has examined the monthly reports of Constable 2 - Galveston for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Constable 2 - Galveston. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §114.001 and LGC §114.043.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

AGENDA ITEM #1.i.

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

November 8, 2016

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

Honorable Judge and Members of the Court:

Attached for your acceptance for filing is the Quarterly Audit Report for Constable 3 – La Marque. The audit covered the period from July 2016 through September 2016.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rice CPA".

Randall Rice CPA
County Auditor

cc: Honorable Derreck Rose

Attachment: Quarterly Audit Report, Constable 3 – La Marque

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 19, 2016

Honorable Derreck Rose
Constable 3 – La Marque
203 Vauthier Road
La Marque, Texas 77510

Honorable Derreck Rose:

The Galveston County Auditor's Office has examined the monthly reports of Constable 3 – La Marque for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Constable 3 – La Marque. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §114.001 and LGC §114.043.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

AGENDA ITEM #1.j.

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

November 8, 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 acceptance for filing is the Quarterly Audit Report for Constable 3 - Galveston. The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Honorable Terry Petteway

Attachment: Quarterly Audit Report, Constable 3 - Galveston

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 19, 2016

Honorable Terry Petteway
Constable 3 – Galveston
1922 Sealy Avenue
Galveston, Texas 77550

Honorable Terry Petteway:

The Galveston County Auditor's Office has examined the monthly reports of Constable 3 - Galveston for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Constable 3 - Galveston. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

Finding: A monthly report was not received for the months of July 2016, August 2016 or September 2016. Without the revenue report and support documentation, the Auditor's Office could not validate the timeliness of deposits.

Recommendation C3G-16-04: Submit the monthly reports stated above to the County Auditor's Office as soon as possible. For all future reports, submit them by the 5th day of the following month, including months where no collections are made. *(This was a previous finding.)*

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

AGENDA ITEM #1.k.

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

November 8, 2016

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

Honorable Judge and Members of the Court:

Attached for your acceptance for filing is the Quarterly Audit Report for Constable 4 – League City. The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Honorable Jerry Fisher

Attachment: Quarterly Audit Report, Constable 4 – League City

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 20, 2016

Honorable Jerry Fisher
Constable 4 - League City
174 Calder Road, Suite 127
League City, Texas 77573

Honorable Jerry Fisher:

The Galveston County Auditor's Office has examined the monthly reports of Constable 4 – League City for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Constable 4 – League City. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §114.001 and LGC §114.043.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

AGENDA ITEM #1.1.

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

November 8, 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 acceptance for filing is Quarterly Audit Report for the Juvenile Justice Department. The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Mr. Brent Norris, Director of Juvenile Justice

Attachment: Quarterly Audit Report, Juvenile Justice Department

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 21, 2016

Mr. Brent Norris
Director of Juvenile Justice
6101 Attwater Avenue
Texas City, TX 77590

Dear Mr. Norris:

The Galveston County Auditor's Office has examined the collections of the Juvenile Justice Department for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by the Juvenile Justice Department. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer, completely and accurately.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002.
- All funds collected were deposited with the County Treasurer, completely and accurately.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randall Rice CPA".

Randall Rice CPA
County Auditor

AGENDA ITEM #1.m.

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

November 8, 2016

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Audited FY 2016 Chapter 59 Asset Forfeiture Report due to the state no later than 60 days after the state fiscal year. The audit was completed by the Auditor's Office for the Galveston County District Attorney's Office. The report covers the period of September 1, 2015 to August 31, 2016. As required by statute, the report has been forwarded to the Office of the Attorney General and to the State Comptroller's Office.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Criminal District Attorney Jack Roady

Attachment: FY 2016 Chapter 59 Asset Forfeiture Report

FY 2016
CHAPTER 59 ASSET FORFEITURE REPORT
BY ATTORNEY REPRESENTING THE STATE

Agency Galveston County Criminal District Attorney
Mailing Address 600 59th Street, Suite 1001
City Galveston
State TX
Zip 77551
Phone Number (409) 766-2354
Fiscal Beginning Month September
Fiscal Ending Month August
Fiscal Year 2016

NOTE: PLEASE ROUND ALL FIGURES TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$58,118.00
B) Seizures During Reporting Period:	
1) Amount seized by employees of your agency	\$0.00
2) Amount seized by other agencies:	\$33,182.00
C) Forfeiture Petitions Filed for All Agencies You Represent	\$365,653.00
D) Forfeitures Pending for All Agencies You Represent:	\$404,037.00
E) Interest Earned on Seized Funds During Reporting Period:	\$596.00
F) Amount Returned to Defendants/Respondents:	\$0.00
G) Amount Transferred to Forfeiture Account:	\$2,294.00
H) Other Reconciliation Items:	\$0.00
Description:	
I) Ending Balance:	\$89,602.00

II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$127,784.00
B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement:	
1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement:	\$1,254.00
2) Amount Forfeited and Received by Your Agency:	\$102,803.00
3) Total Amount Forfeited and Transferred to all Agencies Covered by Local Agreement:	\$104,057.00
C) Interest Earned on Forfeited Funds During Reporting Period:	\$570.00
D) Amount Awarded For All Agencies You Represent Pursuant to 59.022:	
1) Amount Awarded and Transferred to All Agencies Pursuant to 59.022:	\$0.00
2) Amount Awarded and Received by your agency pursuant to 59.022:	\$0.00
3) Total Amount Awarded For All Agencies You Represent Pursuant 59.022:	\$0.00
E) Amount Awarded For All Agencies You Represent Pursuant to 59.023:	

1) Amount Awarded and Transferred for all Agencies You Represent Pursuant to Article 59.023:	\$0.00
2) Amount Awarded and Received by Your Agency Pursuant to Article 59.023:	\$0.00
3) Total Amount Awarded For All Agencies You Represent Pursuant to 59.023:	\$0.00
F) Proceeds Received by Your Agency From Sale of Forfeited Property:	\$0.00
G) Amount Returned to Crime Victims:	\$0.00
H) Other Reconciliation Items:	\$0.00

Description:

I) Total expenditures of Forfeited Funds During Reporting Period:	\$75,988.00
J) Ending Balance:	\$155,169.00

III. OTHER PROPERTY

A) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)

1) Pending for all agencies at beginning of reporting period:	26
2) Seized by your agency during reporting period:	0
3) New petitions filed for all agencies during reporting period:	22
4) Forfeited to your agency during reporting period:	0
5) Put into service by your agency during reporting period:	0
6) Pending for all agencies at end of reporting period:	21

B) REAL PROPERTY (Count each parcel seized as one item)

1) Pending for all agencies at beginning of reporting period:	0
2) Seized by your agency during reporting period:	0
3) New petitions filed for all agencies during reporting period:	0
4) Forfeited to your agency during reporting period:	0
5) Put into service by your agency during reporting period:	0
6) Pending for all agencies at end of reporting period:	0

C) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)

1) Pending for all agencies at beginning of reporting period:	14
2) Seized by your agency during reporting period:	0
3) New petitions filed for all agencies during reporting period:	11
4) Forfeited to your agency during reporting period:	0
5) Put into service by your agency during reporting period:	0
6) Pending for all agencies at end of reporting period:	11

D) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

1) Pending for all agencies at beginning of reporting period:	0
2) Seized by your agency during reporting period:	0

3) New petitions filed for all agencies during reporting period:	13
4) Forfeited to your agency during reporting period:	0
5) Put into service by your agency during reporting period:	0
6) Pending for all agencies at end of reporting period:	13

E) Other Property

Description	Pending for all agencies at beginning of reporting period	Seized by your agency during reporting period	New petitions filed for all agencies during reporting period	Forfeited to your agency during reporting period	Put into service by your agency during reporting period	Pending for all agencies at end of reporting period
Miscellaneous Other Property	566	0	798	0	0	808

IV.FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicles:	0
B) Real Property:	0
C) Computers:	0
D) Firearms:	0
E) Other:	7

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A) Motor Vehicles:	0
B) Real Property:	0
C) Computers:	0
D) Firearms:	0
E) Other:	0

A) SALARIES

1) Increase of Salary,Expense or Allowance for Employees (Salary Supplements):	\$0.00
2) Salary Budgeted Solely From Forfeited Funds:	\$0.00
3) Number of Employees Paid Using Forfeiture Funds:	0
4) TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$0.00

B) OVERTIME

1) For Employees Budgeted by Governing Body:	\$0.00
2) For Employees Budgeted Solely out of Forfeiture Funds:	\$0.00
3) Number of Employees Paid Using Forfeiture Funds:	0
4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$0.00

C) EQUIPMENT

1) Vehicles:		\$0.00
2) Computers:		\$0.00
3) Firearms, Protective Body Armor, Personal Equipment:		\$0.00
4) Furniture:		\$0.00
5) Software:		\$0.00
6) Maintenance Costs:		\$0.00
7) Uniforms:		\$240.00
8) K9 Related Costs:		\$0.00
9) Visual Aid Equipment for Litigation:		\$0.00
10) Other:		\$0.00
Description:		
11) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		\$240.00

D) SUPPLIES

1) Office Supplies:	\$0.00	
2) Mobile Phone and Data Account Fees:	\$0.00	
3) Internet:	\$0.00	
4) Other:	\$683.00	
Description:	Photo Composite frame for District Attorney's Office Plaque for District Attorney's Office Retiree	
5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		\$683.00

E) Travel

1) In State Travel

a) Transportation:	\$519.00
b) Meals & Lodging:	\$29,101.00
c) Mileage:	\$0.00
d) Incidental Expenses:	\$0.00
e) Total In State Travel:	\$29,620.00

2) Out of State Travel

a) Transportation:	\$0.00
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b) Meals & Lodging:	\$0.00
c) Mileage:	\$0.00
d) Incidental Expenses:	\$0.00
e) Total Out of State Travel:	\$0.00

3) TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS

Total Travel Paid Out of Chapter 59 Funds:	\$29,620.00
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F) TRAINING

1) Fees (Conferences, Seminars):	\$22,579.00
2) Materials (Books, CDs, Videos, etc.):	\$0.00
3) Other:	\$0.00

Description:

4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS:	\$22,579.00
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G) INVESTIGATIVE COSTS

1) Informant Costs:	\$0.00
2) Buy Money:	\$0.00
3) Lab Expenses:	\$0.00
4) Other:	\$1,875.00

Description:

Boat Inspection for a Case

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$1,875.00
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H) PREVENTION / TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS

1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6), (h), (j)):	\$8,766.00
2) Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$0.00
3) Total Donations (pursuant to Articles 59.06 (d-2)):	\$0.00
4) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (pursuant to Articles 59.06 (d-3(6)),(h),(j),(n),(o),(d-2)):	\$8,766.00

I) FACILITY COSTS

1) Building Purchase:	\$0.00
2) Lease Payments:	\$0.00
3) Remodeling:	\$0.00
4) Maintenance Costs:	\$0.00

5) Utilities:	\$0.00
6) Other:	\$0.00
Description:	
7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$0.00

J) MISCELLANEOUS FEES

1) Court Costs:	\$0.00
2) Filing Fees:	\$0.00
3) Insurance:	\$0.00
4) Witness Fees (including travel and security):	\$0.00
5) Audit Costs and Fees (including audit preparation and professional fees):	\$0.00
6) State Bar Dues and Legal Association Dues:	\$12,225.00
7) Legal Library Supplies and Access Fees:	\$0.00
8) Other:	\$0.00
Description:	
9) TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	\$12,225.00

K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION

1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (a):	\$0.00
2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1):	\$0.00
3) Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public safety only):	\$0.00
4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	\$0.00
5) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:	\$0.00

L) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT

TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	\$0.00
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M) TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES

TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES:	\$0.00
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Description:

N) TOTAL EXPENDITURES

TOTAL EXPENDITURES:	\$75,988.00
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AUDITOR/ TREASURER/ACCOUNTING PROFESSIONAL/PREPARER CERTIFICATION

By pressing "Save" below using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct.

AUDITOR/ TREASURER/ ACCOUNTING PROFESSIONAL/ PREPARER SIGNATURE:

Randall Rice CPA

TITLE:

County Auditor

HEAD OF AGENCY CERTIFICATION

By pressing "Submit" below using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

HEAD OF AGENCY SIGNATURE:

Jack Roady

TITLE:

Criminal District Attorney

DATE:

10/28/2016

Comments

AGENDA ITEM #1.n.

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

November 8, 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 acceptance for filing is the Quarterly Audit Report for Justice of the Peace, Precinct 1 (Bacliff and Texas City locations). The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Honorable Alison Cox

Attachment: Quarterly Audit Report, Justice of the Peace, Precinct 1

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 27, 2016

Honorable Alison Cox
Justice of the Peace, Precinct 1
4500 10th Street
Bacliff, Texas 77518

Honorable Alison Cox:

The Galveston County Auditor's Office has examined the collections, bond bank reconciliations and PC30 collections of Justice of the Peace, Precinct 1 (Bacliff and Texas City offices) for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 1. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the bond bank reconciliations and purchase requests for the private collection agency were submitted timely.

- All funds collected were accounted for during the review.
- Funds collected were deposited with the County Treasurer in compliance with LGC §113.022 and CCP §103.004.

Finding: The bond bank reconciliation for September 2016 was not submitted to the Auditor's Office.

Recommendation JP1-16-05: Submit the bond bank reconciliation to the Auditor's Office as soon as possible. For all future bond reconciliations, submit them by the 5th day of the following month, no later than the 15th.

Finding: A purchase request for the private collection agency (PC30 fees) was not submitted for the months of August 2016 and September 2016.

Recommendation JP1-16-06: Submit the purchase requests for August 2016 and September 2016 as soon as possible. For all future purchase requests, submit them by the 5th day of the following month.

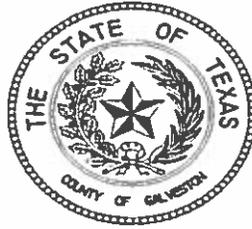
This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA
County Auditor

AGENDA ITEM #1.0.

GALVESTON COUNTY



Office of County Auditor

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

November 8, 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 acceptance for filing is the Quarterly Audit Report for Justice of the Peace, Precinct 2 (Galveston and Santa Fe locations). The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Honorable Jim Schweitzer

Attachment: Quarterly Audit Report, Justice of the Peace, Precinct 2

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 27, 2016

Honorable Jim Schweitzer
Justice of the Peace, Precinct 2
1922 Sealy
Galveston, Texas 77550

Honorable Jim Schweitzer:

The Galveston County Auditor's Office has examined the collections, bond bank reconciliations and PC30 collections of Justice of the Peace, Precinct 2 (Galveston and Santa Fe offices) for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 2. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the bond bank reconciliations and purchase requests for the private collection agency were submitted timely.

- All funds collected were accounted for during the review.
- Funds collected were deposited with the County Treasurer in compliance with LGC §113.022 and CCP §103.004.

Finding: The bond bank reconciliations for July, August and September 2016 were not submitted to the Auditor's Office. The Auditor's Office has not received a bank reconciliation since October 2015.

Recommendation JP2-16-04: Submit the bond bank reconciliations to the Auditor's Office as soon as possible. For all future bond reconciliations, submit them by the 5th day of the following month, no later than the 15th.

Finding: A purchase request for the private collection agency (PC30 fees) was not submitted for September 2016.

Recommendation JP2-16-05: Submit the purchase request for September 2016 as soon as possible. For all future purchase requests, submit them by the 5th day of the following month.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

AGENDA ITEM #1.p.

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

November 8, 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 acceptance for filing is the Quarterly Audit Report for Justice of the Peace, Precinct 3 (Galveston, La Marque and Crystal Beach locations). The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Honorable Penny Pope

Attachment: Quarterly Audit Report, Justice of the Peace, Precinct 3

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 27, 2016

Honorable Penny Pope
Justice of the Peace, Precinct 3
600 59th Street
Galveston, Texas 77551

Honorable Penny Pope:

The Galveston County Auditor's Office has examined the collections, bond bank reconciliations and PC30 collections of Justice of the Peace, Precinct 3 (Galveston, La Marque and Crystal Beach offices) for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 3. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the bond bank reconciliations and purchase requests for the private collection agency were submitted timely.

- All funds collected were accounted for during the review.
- Funds collected were deposited with the County Treasurer in compliance with LGC §113.022 and CCP §103.004.

Finding: The bond bank reconciliations for August and September 2016 were not submitted to the Auditor's Office.

Recommendation JP3-16-04: Submit bond bank reconciliations to the Auditor's Office as soon as possible. For all future reports, submit them by the 5th day of the following month, no later than the 15th.

Finding: A purchase request for the private collection agency (PC30 fees) was not submitted for September 2016.

Recommendation JP3-16-05: Submit the purchase request for September 2016 as soon as possible. For all future purchase requests, submit them by the 5th day of the following month.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

AGENDA ITEM #1.q.

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

November 8, 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 acceptance for filing is the Quarterly Audit Report for Justice of the Peace, Precinct 4. The audit covered the period from July 2016 through September 2016.

Sincerely,

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

Randall Rice CPA
County Auditor

cc: Honorable Kathleen McCumber

Attachment: Quarterly Audit Report, Justice of the Peace, Precinct 4

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 27, 2016

Honorable Kathleen McCumber
Justice of the Peace, Precinct 4
174 Calder Road #111
League City, Texas 77573

Honorable Kathleen McCumber:

The Galveston County Auditor's Office has examined the collections, bond bank reconciliations and PC30 collections of Justice of the Peace, Precinct 4 for the months of July 2016 through September 2016. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 4. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the bond bank reconciliations and purchase requests for the private collection agency were submitted timely.

- All funds collected were accounted for during the review.
- Funds collected were deposited with the County Treasurer in compliance with LGC §113.022 and CCP §103.004.
- All bond bank reconciliations were submitted in a timely manner.
- All purchase requests for the collection agency (PC30 fees) were submitted in a timely manner.

This report will be submitted to Commissioners Court on November 8, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

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

Randall Rice CPA
County Auditor

AGENDA ITEM #1.r.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 10/25/2016		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: Auditor's Office				5. Department Contact: Kristin Bulanek			
6. Description: MKInsight is a software toll utilized by the Auditing Division to automate and manage audit work papers, audit communication, audit reports, audit universe/plan and staff availability.							
7. IFAS PEID No: 716154		8. ONESolution Req No: C701543		9. Orgkey: 1101-151300		10. Object Code: 5414200	
11. Vendor: Morgan Kai Group, Inc.				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 Fund	1101-151300	10,985.87					
22. Totals:		10,986	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 11/20/16		Auto Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No			Bid No: 217		
Contract End Date: 11/19/17		Contract # Issued By Purchasing: CM16093			Form 1295 Certificate #:		

* HB1295 sent to Vendor by Dept.

	Approved By:	Signature	Date
Department Head:	<i>[Signature]</i>	<i>[Signature]</i>	10/25/16
Purchasing Agent:	<i>[Signature]</i>	<i>[Signature]</i>	10/26/2016
County Legal:	<i>[Signature]</i>	<i>[Signature]</i>	10/27/2016
	Contract listed in Budget Documentation: <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Budget Officer:	<i>[Signature]</i>	<i>[Signature]</i>	10/28/16
	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>	10/28/16

Invoice

716154
C701543

Bill To
Galveston County Auditor's Office Attention: Accounts Payable PO Box 1418 Galveston Texas 77553

MK Ref.	Date	Invoice No.	P.O. Number	Terms
31577	10/13/2016	200202		30 Days
Description				Amount
MKinsight Annual Subscription Fee (7 Users) from November 20, 2016 to November 19, 2017				10,985.87

To pay by wire transfer, please quote invoice number. Our Bank details as follows: Morgan Kai Group Inc Chase Bank 770 Waukegan Road, Deerfield, IL 60015 Routing No. 071000013 Account No. 0654758333	Subtotal	USD 10,985.87
	Sales Tax (0.0%)	USD 0.00
	Total	USD 10,985.87

Morgan Kai Group Inc.
Suite 350,
500 Lake Cook Road,
Deerfield, IL 60015, USA

847 418 3898

mail@mkinsight.com
www.mkinsight.com

MORGAN KAI LIMITED – TERMS AND CONDITIONS FOR AGREEMENT WITH GALVESTON COUNTY

Definitions

- 'Services' means any services such as Training, Implementation Support, Installation Support, Hosting, Data Migration or other Services provided by MKL.
- 'Current License Fee' shall mean the then published cost per license.

Terms and Conditions

- These Standard Terms and Conditions of Business shall apply to the sale of Software and Services by MKL to the Customer to the exclusion of all other Terms and Conditions including any which the Customer may purport to apply under any Purchase Order or similar document.
- No variation or addition to these conditions shall be effective unless agreed in writing by MKL.
- Nothing in these conditions shall affect the statutory rights of either MKL or the Customer.

Prices

- The price for Software and Services shall be the price detailed in MKL's written Quotation.
- MKL reserves the right to vary the Quoted Annual Maintenance Fee (which is set at the rate stated in the written Quotation) – any price increase will be limited to a maximum of 5% per annum and subject to approval by the Commissioners Court of Galveston County Texas.

Payment

- Invoices will be submitted in the currency specified in the written Quotation.
- Invoices shall be paid in accordance with Chapter 2251 of the Texas Government ("the Texas Prompt Payment Act").

Warranty

- MKL warrants that the Software will at the time of delivery correspond to the description given by MKL and the Customer warrants that they are satisfied as to the suitability of the Software for their purpose.

Delivery and Provision of Services

- Delivery of Software and Services shall be made to the Customer's nominated address – MKL reserves the right to change the location of Service delivery if there are any Security or other Health and Safety concerns related to MKL employees being on the Customer's nominated site(s).
- In the case of Software, delivery shall be deemed to be when the Software is made available for download by the Customer.
- Failure by the Customer to pay any valid invoice shall entitle MKL to withhold any further delivery of Software and/or Services.

Maintenance Provisions

- Maintenance services (which includes, help desk support, service packs and Software upgrades) can be renewed on an annual basis at the Quoted rate based on the then Current License Fee.
- The renewal of Maintenance services is at the sole discretion of the Customer.

Hosting Service

- MKL provides a full secure Hosting Service to some Customers – If this has been included in the written Quotation all legal commitments relating to this Service are covered by MKL's Standard Hosting Agreement (for further information see: <http://mkinsight.com/agreement/Morgan Kai Limited - Hosting Services Agreement - 010110.pdf>).

Force Majeure

- MKL will not be under any liability whatsoever in the event that MKL is prevented or delayed from supplying or making delivery of any Software or Services by any reason or cause beyond MKL's control.

Expenses

- The Customer shall pay to MKL all reasonable costs and expenses incurred by MKL in enforcing any of these Standard Terms and Conditions of Business.

Termination

- MKL may, at its sole discretion, terminate the delivery of any Software, Services or Maintenance support if:
 - The Customer fails to pay any valid invoice when it falls due.
 - The Customer fails to remedy any breach of these provisions within 30 days of written notification of the need to do so.
 - If an Order is made or an effective resolution passed for the winding up of the Customer (other than for the purposes of amalgamation, reorganisation or reconstruction).

Disputes

- In the event of a dispute between MKL and the Customer, should MKL request in writing, the Customer agrees to submit the dispute to arbitration by a competent authority in Galveston County, Texas.

Notices

- Any notice given by either party may be sent by either postal letter, e-mail, fax to the address used in the normal course of correspondence at this or any time in the future.

Law

- These Standard Terms and Conditions of Business shall be construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles.

AGENDA ITEM #2.

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301749**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
MD-0348804	1204059	State of Texas vs. James Thomas Stark	200.00
Check Total:			200.00

BETHANY SMITH
11210 STROUD CT
SANTA FE TX 77510

Comments:

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

88-2265/1131-59

OD00301749
10/27/2016

* * * * * **\$200.00**
TWO ZERO ZERO CTS CTS

PAY: TWO HUNDRED AND 00/100

\$200.00

TO THE ORDER OF:

BETHANY SMITH
11210 STROUD CT
SANTA FE TX 77510

NON-NEGOTIABLE COPY

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

BETHANY SMITH
11210 STROUD CT
SANTA FE TX 77510

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301750**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-3099	1207448	State of Texas vs. KRYSTAL MARIE GRAMMAR	30.00
Check Total:			30.00

Nataly Martinez-Salinas
5115 Timber Creek Ave.
Baytown TX 77523

Comments:

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

88-2265/1131-59

OD00301750
10/27/2016

***** \$30.00
THREE ZERO CTS CTS

PAY: THIRTY AND 00/100

\$30.00

TO THE ORDER OF:

Nataly Martinez-Salinas
5115 Timber Creek Ave.
Baytown TX 77523

NON-NEGOTIABLE COPY

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

Nataly Martinez-Salinas
5115 Timber Creek Ave.
Baytown TX 77523

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301751**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-0640	1223587	State of Texas vs. BELINDA JUNE FALK	110.00
Check Total:			110.00

ROBERT KINGSBURY
2424 FM 517 EAST
Dickinson TX 77539

Comments:

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

88-2265/1131-59

OD00301751
10/27/2016

***** \$110.00
ONE ONE ZERO CTS CTS

PAY: ONE HUNDRED TEN AND 00/100

\$110.00

TO THE ORDER OF:

ROBERT KINGSBURY
2424 FM 517 EAST
Dickinson TX 77539

NON-NEGOTIABLE COPY

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

ROBERT KINGSBURY
2424 FM 517 EAST
Dickinson TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301752**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-1575	1234691	The State of Texas vs. Ashley Nicole Hechler	75.00
Check Total:			75.00

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

Comments:

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

88-2265/1131-59

OD00301752
10/27/2016

* * * * *  * * * * *

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

NON-NEGOTIABLE COPY

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

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301753**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-1537	1234299	State of Texas vs. Letitia Nikole Estrade	100.00
Check Total:			100.00

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

Comments:

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

88-2265/1131-59

OD00301753
10/27/2016

* * * * * \$ **10000** CTS CTS
ONE ZERO ZERO

PAY: ONE HUNDRED AND 00/100

\$100.00

TO THE ORDER OF:

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

NON-NEGOTIABLE COPY

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

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301754**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-3452	1211587	The State of Texas vs. JEREMIAH DONNELL PEYTON	50.00
Check Total:			50.00

John Allen Fritz
615 CEDAR AVE
LEAGUE CITY TX 77573

Comments:

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

88-2265/1131-59

OD00301754
10/27/2016

***** \$50.00
FIVE ZERO CTS CTS

PAY: FIFTY AND 00/100

\$50.00

TO THE ORDER OF:

John Allen Fritz
615 CEDAR AVE
LEAGUE CITY TX 77573

NON-NEGOTIABLE COPY

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

John Allen Fritz
615 CEDAR AVE
LEAGUE CITY TX 77573

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301755**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-0212	1218438	State of Texas vs. ANTHONY DWAYNE GAINES	50.00
Check Total:			50.00

Sheila Dennis
1701 Dalian
La Marque TX 77568

Comments:

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

88-2265/1131-59

OD00301755
10/27/2016

* * * * * \$ **50.00** CTS. CTS.
FIVE ZERO

PAY: FIFTY AND 00/100

\$50.00

TO THE ORDER OF:

Sheila Dennis
1701 Dalian
La Marque TX 77568

NON-NEGOTIABLE COPY

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

Sheila Dennis
1701 Dalian
La Marque TX 77568

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301756**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
MD-0361190	1257724	State of Texas vs. MARIA DELCARMEN GUEVARA	142.00
Check Total:			142.00

Juan Palomo-Perez
2415 Avenue D.
Dickinson TX 77539

Comments:

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

88-2265/1131-59

OD00301756
10/27/2016

***** \$142.00
ONE FOUR TWO CTS CTS

PAY: ONE HUNDRED FORTY-TWO AND 00/100

\$142.00

TO THE ORDER OF:

Juan Palomo-Perez
2415 Avenue D.
Dickinson TX 77539

NON-NEGOTIABLE COPY

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

Juan Palomo-Perez
2415 Avenue D.
Dickinson TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301757**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-3725	1214828	State of Texas vs. JOSHUA GARCIA	60.00
Check Total:			60.00

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

Comments:

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

88-2265/1131-59

OD00301757
10/27/2016

***** \$ **6000** CTS CTS
SIX ZERO

PAY: SIXTY AND 00/100

\$60.00

TO THE ORDER OF:

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

NON-NEGOTIABLE COPY

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

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301758**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
16-CR-1026	1269732	State of Texas vs. Evelyn Rocha	230.00
Check Total:			230.00

TEXAS WORKFORCE COMMISSION
RE: TWC CASE # 14-105-UI
101 E 15TH STREET
AUSTIN TX 78778

Comments:

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

88-2265/1131-59

OD00301758
10/27/2016

***** \$23000
TWO THREE ZERO CTS CTS

PAY: TWO HUNDRED THIRTY AND 00/100

\$230.00

TO THE ORDER OF:

TEXAS WORKFORCE COMMISSION
RE: TWC CASE # 14-105-UI
101 E 15TH STREET
AUSTIN TX 78778

NON-NEGOTIABLE COPY

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

TEXAS WORKFORCE COMMISSION
RE: TWC CASE # 14-105-UI
101 E 15TH STREET
AUSTIN TX 78778

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301759**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-2053	1240263	State of Texas vs. Hugh Adrian Finklea	30.00
Check Total:			30.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

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

88-2265/1131-59

OD00301759
10/27/2016

***** \$3000
THREE ZERO CTS. CTS

PAY: THIRTY AND 00/100

\$30.00

TO THE ORDER OF:

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

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

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301760**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-0995	1184595	State of Texas vs. Jay Wesley Cucco	9.11
Check Total:			9.11

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

Comments:

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

88-2265/1131-59

OD00301760
10/27/2016

* * * * * § **9 1 1**
NINE CTS CTS

PAY: NINE AND 11/100

TO THE ORDER OF:

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

\$9.11

NON-NEGOTIABLE COPY

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

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301761**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-0995	1184595	State of Texas vs. Jay Wesley Cucco	75.89
Check Total:			75.89

OSCAR GARCIA
4101 EAST NASA PKWY
APT 252
Seabrook TX 77586

Comments:

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

88-2265/1131-59

OD00301761
10/27/2016

***** \$ **75.89** CTS CTS
SEVEN FIVE

PAY: SEVENTY-FIVE AND 89/100

\$75.89

TO THE ORDER OF:

OSCAR GARCIA
4101 EAST NASA PKWY
APT 252
Seabrook TX 77586

NON-NEGOTIABLE COPY

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

OSCAR GARCIA
4101 EAST NASA PKWY
APT 252
Seabrook TX 77586

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301762**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-0474	1221452	State of Texas vs. MATTHEW JEREMIAH HARLAN	15.00
Check Total:			15.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

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

88-2265/1131-59

OD00301762
10/27/2016

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

PAY: FIFTEEN AND 00/100

\$15.00

TO THE ORDER OF:

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

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

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301763**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-1774	1193021	State of Texas vs. JEFFREY WAYNE SCHOFIELD	120.00
Check Total:			120.00

America's Best Value Inn
5201 IH 45
La Marque TX 77568

Comments:

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

88-2265/1131-59

OD00301763
10/27/2016

* * * * * \$ **120.00** CTS CTS
ONE TWO ZERO

PAY: ONE HUNDRED TWENTY AND 00/100

\$120.00

TO THE ORDER OF:

America's Best Value Inn
5201 IH 45
La Marque TX 77568

NON-NEGOTIABLE COPY

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

America's Best Value Inn
5201 IH 45
La Marque TX 77568

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301764**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
12-CR-3139	1129059	State of Texas vs. JOYCE CURTIS	10.00
Check Total:			10.00

Galveston Housing Authority
4700 Broadway
Galveston TX 77551

Comments:

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

88-2265/1131-59

OD00301764
10/27/2016

* * * * * \$ **10.00**
ONE ZERO CTS CTS

PAY: TEN AND 00/100

\$10.00

TO THE ORDER OF:

Galveston Housing Authority
4700 Broadway
Galveston TX 77551

NON-NEGOTIABLE COPY

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

Galveston Housing Authority
4700 Broadway
Galveston TX 77551

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301765**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
MD-0344578	1186520	State of Texas vs. Carl . Francis	10.00
Check Total:			10.00

Kroger
PO Box 30650
Salt Lake City UT 84130

Comments:

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

88-2265/1131-59

OD00301765
10/27/2016

* * * * * \$ **10** 00
ONE ZERO CTS CTS

PAY: TEN AND 00/100

\$10.00

TO THE ORDER OF:

Kroger
PO Box 30650
Salt Lake City UT 84130

NON-NEGOTIABLE COPY

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

Kroger
PO Box 30650
Salt Lake City UT 84130

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301766**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
13-CR-1056	1146199	State of Texas vs. Christobal Ray Rivera	25.00
Check Total:			25.00

Mark William Flynn
2109 POST OFFICE #115
GALVESTON TX 77550-0000

Comments:

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

88-2265/1131-59

OD00301766
10/27/2016

***** \$25.00
TWO FIVE CTS CTS

PAY: TWENTY-FIVE AND 00/100

\$25.00

TO THE ORDER OF:

Mark William Flynn
2109 POST OFFICE #115
GALVESTON TX 77550-0000

NON-NEGOTIABLE COPY

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

Mark William Flynn
2109 POST OFFICE #115
GALVESTON TX 77550-0000

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301767**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
MD-0361657	1260221	State of Texas vs. DELORNA MICHAWN FORBES	55.00
Check Total:			55.00

Raoul Simmons
701 32nd St
Galveston TX 77551

Comments:

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

88-2265/1131-59

OD00301767
10/27/2016

* * * * * **\$55.00**
FIVE FIVE CTS CTS

PAY: FIFTY-FIVE AND 00/100

\$55.00

TO THE ORDER OF:

Raoul Simmons
701 32nd St
Galveston TX 77551

NON-NEGOTIABLE COPY

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

Raoul Simmons
701 32nd St
Galveston TX 77551

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301768**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-2667	1202609	State of Texas vs. Gary Steven Greene	771.49
Check Total:			771.49

JONATHAN SCHENKENFELDER
365 SOUTH GALT
LIUISVILLE KY 40206

Comments:

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

88-2265/1131-59

OD00301768
10/27/2016

***** \$ **771.49** CTS CTS
SEVEN SEVEN ONE

PAY: SEVEN HUNDRED SEVENTY-ONE AND 49/100

\$771.49

TO THE ORDER OF:

JONATHAN SCHENKENFELDER
365 SOUTH GALT
LIUISVILLE KY 40206

NON-NEGOTIABLE COPY

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

JONATHAN SCHENKENFELDER
365 SOUTH GALT
LIUISVILLE KY 40206

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301769**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-2667	1202609	State of Texas vs. Gary Steven Greene	277.26
Check Total:			277.26

NICHOLAS IORIO
789 BARNETTE STREET NE
APT 2
ATLANTA GA 30306

Comments:

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

88-2265/1131-59

OD00301769
10/27/2016

***** \$ **277.26** CTS CTS
TWO SEVEN SEVEN

PAY: TWO HUNDRED SEVENTY-SEVEN AND 26/100

\$277.26

TO THE ORDER OF:

NICHOLAS IORIO
789 BARNETTE STREET NE
APT 2
ATLANTA GA 30306

NON-NEGOTIABLE COPY

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

NICHOLAS IORIO
789 BARNETTE STREET NE
APT 2
ATLANTA GA 30306

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301770**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
13-CR-3350	1172125	State of Texas vs. Miranda Jean Harris	100.00
Check Total:			100.00

TEXAS HEALTH AND HUMAN SERVICES COMISSION
P.O. BOX 149055
AUSTIN TX 78714

Comments:

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

88-2265/1131-59

OD00301770
10/27/2016

* * * * * **\$100.00**
ONE ZERO ZERO CTS CTS

PAY: ONE HUNDRED AND 00/100

\$100.00

TO THE ORDER OF:

TEXAS HEALTH AND HUMAN SERVICES COMISSION
P.O. BOX 149055
AUSTIN TX 78714

NON-NEGOTIABLE COPY

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

TEXAS HEALTH AND HUMAN SERVICES COMISSION
P.O. BOX 149055
AUSTIN TX 78714

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301771**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
12-CR-2738	1123963	State of Texas vs. Roderick King Mouton	60.00
Check Total:			60.00

Step N Go
1321 Texas Avenue
Texas City TX 77590

Comments:

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

BB-2265/1131-59

OD00301771
10/27/2016

***** \$ **6000** CTS CTS
SIX ZERO

PAY: SIXTY AND 00/100

\$60.00

TO THE ORDER OF:

Step N Go
1321 Texas Avenue
Texas City TX 77590

NON-NEGOTIABLE COPY

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

Step N Go
1321 Texas Avenue
Texas City TX 77590

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301772**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-3183	1253316	State of Texas vs. DANIELLE KAY SANDERS	10,000.00
Check Total:			10,000.00

Jamie Smith
5333 Kyla Circle
Katy TX 77493

Comments:

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

88-2265/1131-59

OD00301772
10/27/2016

**** \$10,000.00 CTS CTS
ONE ZERO ZERO ZERO ZERO

PAY: TEN THOUSAND AND 00/100

\$10,000.00

TO THE ORDER OF:

Jamie Smith
5333 Kyla Circle
Katy TX 77493

NON-NEGOTIABLE COPY

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

Jamie Smith
5333 Kyla Circle
Katy TX 77493

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301773**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
05-CR-1701	699883	The State of Texas vs. Angela Galvan	325.00
Check Total:			325.00

FIDELITY & DEPOSIT CO
1393 VETERANS HWY
SUITE 2005
HAUPPAUAGE NY 11788

Comments:

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

88-2265/1131-59

OD00301773
10/27/2016

* * * * * \$ **325.00** CTS CTS
THREE TWO FIVE

PAY: THREE HUNDRED TWENTY-FIVE AND 00/100

\$325.00

TO THE ORDER OF:

FIDELITY & DEPOSIT CO
1393 VETERANS HWY
SUITE 2005
HAUPPAUAGE NY 11788

NON-NEGOTIABLE COPY

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

FIDELITY & DEPOSIT CO
1393 VETERANS HWY
SUITE 2005
HAUPPAUAGE NY 11788

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301774**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-1537	1234299	State of Texas vs. Letitia Nikole Estrade	20.00
Check Total:			20.00

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

Comments:

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

88-2265/1131-59

OD00301774
10/27/2016

***** \$20.00
TWO ZERO CTS CTS

PAY: TWENTY AND 00/100

\$20.00

TO THE ORDER OF:

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

NON-NEGOTIABLE COPY

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

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301775**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-1922	1238993	State of Texas vs. KARINA YULITH SANDOVAL MELENDEZ	99.00
Check Total:			99.00

JSC FEDERAL CREDIT UNION
P.O. BOX 58346
Houston TX 77258

Comments:

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

88-2265/1131-59

OD00301775
10/27/2016

***** \$99.00
NINE NINE CTS CTS

PAY: NINETY-NINE AND 00/100

\$99.00

TO THE ORDER OF:

JSC FEDERAL CREDIT UNION
P.O. BOX 58346
Houston TX 77258

NON-NEGOTIABLE COPY

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

JSC FEDERAL CREDIT UNION
P.O. BOX 58346
Houston TX 77258

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301776**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-1591	1234935	State of Texas vs. Derrick Luther Collins	25.00
Check Total:			25.00

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
P.O. BOX 99
HUNTSVILLE TX 77342

Comments:

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

88-2265/1131-59

OD00301776
10/27/2016

* * * * *  * * * * *

PAY: TWENTY-FIVE AND 00/100

\$25.00

TO THE ORDER OF:

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
P.O. BOX 99
HUNTSVILLE TX 77342

NON-NEGOTIABLE COPY

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

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
P.O. BOX 99
HUNTSVILLE TX 77342

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301777**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-2361	1243572	State of Texas vs. JAMIE LEE MCMORROW	50.00
Check Total:			50.00

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

Comments:

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

88-2265/1131-59

OD00301777
10/27/2016

* * * * * \$ **50.00**
FIVE ZERO CTS CTS

PAY: FIFTY AND 00/100

\$50.00

TO THE ORDER OF:

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

NON-NEGOTIABLE COPY

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

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301778**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
06-CR-0091	701766	The State of Texas vs. Louis Vincent Payne	50.00
Check Total:			50.00

**SEARS
LOSS PREVENTION
1000 EMMI LOWRY EXPRESS WAY
TEXAS CITY TX 77591**

Comments:

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

88-2265/1131-59

**OD00301778
10/27/2016**

* * * * * **\$50.00**
FIVE ZERO CTS CTS

PAY: FIFTY AND 00/100

\$50.00

TO THE ORDER OF:

**SEARS
LOSS PREVENTION
1000 EMMI LOWRY EXPRESS WAY
TEXAS CITY TX 77591**

NON-NEGOTIABLE COPY

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

**SEARS
LOSS PREVENTION
1000 EMMI LOWRY EXPRESS WAY
TEXAS CITY TX 77591**

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301779**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-0202	1218367	State of Texas vs. RALPH LUCAS MONTES	110.00
Check Total:			110.00

IBC
RENITA DUBOIS
5615 KIRBY DR.
Houston TX 77005

Comments:

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

88-2265/1131-59

OD00301779
10/27/2016

***** \$110.00
ONE ONE ZERO CTS CTS

PAY: ONE HUNDRED TEN AND 00/100

\$110.00

TO THE ORDER OF:

IBC
RENITA DUBOIS
5615 KIRBY DR.
Houston TX 77005

NON-NEGOTIABLE COPY

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

IBC
RENITA DUBOIS
5615 KIRBY DR.
Houston TX 77005

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301780**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
MD-0362440	1264461	State of Texas vs. JEMILE DARROD GRAY	2.00
Check Total:			2.00

Texas Department of Public Safety Restitution Acc
P.O. Box 4087
Austin TX 78773-0130

Comments:

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

88-2265/1131-59

OD00301780
10/27/2016

* * * * * 

PAY: TWO AND 00/100

\$2.00

TO THE ORDER OF:

Texas Department of Public Safety Restitution Acc
P.O. Box 4087
Austin TX 78773-0130

NON-NEGOTIABLE COPY

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

Texas Department of Public Safety Restitution Acc
P.O. Box 4087
Austin TX 78773-0130

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301781**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-0886	1183025	State of Texas vs. Thomas Lee Bradshaw	20.00
Check Total:			20.00

Cheyne Travis Welch
4828 AVE O
GALVESTON TX 77550

Comments:

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

88-2265/1131-59

OD00301781
10/27/2016

***** \$20.00
TWO ZERO CTS CTS

PAY: TWENTY AND 00/100

\$20.00

TO THE ORDER OF:

Cheyne Travis Welch
4828 AVE O
GALVESTON TX 77550

NON-NEGOTIABLE COPY

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

Cheyne Travis Welch
4828 AVE O
GALVESTON TX 77550

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301782**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
MD-0345709	1191547	State of Texas vs. JACOB STYLES WHITE	775.00
Check Total:			775.00

Kailey White
2601 Potomac Dr.
League City TX 77573

Comments:

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

88-2265/1131-59

OD00301782
10/27/2016

* * * * * **\$775.00**
SEVEN SEVEN FIVE CTS CTS

PAY: SEVEN HUNDRED SEVENTY-FIVE AND 00/100

\$775.00

TO THE ORDER OF:

Kailey White
2601 Potomac Dr.
League City TX 77573

NON-NEGOTIABLE COPY

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

Kailey White
2601 Potomac Dr.
League City TX 77573

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301783**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-2667	1202609	State of Texas vs. Gary Steven Greene	165.51
Check Total:			165.51

HAI HENG HUANG
15212 NE 8TH STREET
APT 2
BELLEVUE WA 98007

Comments:

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

88-2265/1131-59

OD00301783
10/27/2016

* * * * * \$ **16551**
ONE SIX FIVE CTS CTS

PAY: ONE HUNDRED SIXTY-FIVE AND 51/100

\$165.51

TO THE ORDER OF:

HAI HENG HUANG
15212 NE 8TH STREET
APT 2
BELLEVUE WA 98007

NON-NEGOTIABLE COPY

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

HAI HENG HUANG
15212 NE 8TH STREET
APT 2
BELLEVUE WA 98007

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301784**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-2667	1202609	State of Texas vs. Gary Steven Greene	685.74
Check Total:			685.74

SALLY BARTOLUCCI
4282 W MAIN STREET
JUPITER FL 33458

Comments:

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

88-2265/1131-59

OD00301784
10/27/2016

* * * * * **\$685.74**
SIX EIGHT FIVE CTS CTS

PAY: SIX HUNDRED EIGHTY-FIVE AND 74/100

\$685.74

TO THE ORDER OF:

SALLY BARTOLUCCI
4282 W MAIN STREET
JUPITER FL 33458

NON-NEGOTIABLE COPY

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

SALLY BARTOLUCCI
4282 W MAIN STREET
JUPITER FL 33458

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301785**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-2657	1247148	State of Texas vs. APRIL DAWN PASQUARELLI	100.00
Check Total:			100.00

Texas Department of Public Safety Restitution Acc
P.O. Box 4087
Austin TX 78773-0130

Comments:

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

88-2265/1131-59

OD00301785
10/27/2016

* * * * * \$ **100** **00**
ONE ZERO ZERO CTS CTS

PAY: ONE HUNDRED AND 00/100

\$100.00

TO THE ORDER OF:

Texas Department of Public Safety Restitution Acc
P.O. Box 4087
Austin TX 78773-0130

NON-NEGOTIABLE COPY

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

Texas Department of Public Safety Restitution Acc
P.O. Box 4087
Austin TX 78773-0130

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301786**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-2441	1200025	State of Texas vs. Cynthia Lynn Wilson	275.58
Check Total:			275.58

Progressive Restitution
Deidre L. Hereford
24344 Network Place
Chicago IL 60673

Comments:

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

88-2265/1131-59

OD00301786
10/27/2016

* * * * * **\$275.58**
TWO SEVEN FIVE CTS CTS

PAY: TWO HUNDRED SEVENTY-FIVE AND 58/100

\$275.58

TO THE ORDER OF:

Progressive Restitution
Deidre L. Hereford
24344 Network Place
Chicago IL 60673

NON-NEGOTIABLE COPY

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

Progressive Restitution
Deidre L. Hereford
24344 Network Place
Chicago IL 60673

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301787**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-1118	1229357	State of Texas vs. GIOVANNI OMAR ROSA OSSERS	88.00
Check Total:			88.00

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

Comments:

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

88-2265/1131-59

OD00301787
10/27/2016

* * * * * \$ **8800** CTS CTS
EIGHT EIGHT

PAY: EIGHTY-EIGHT AND 00/100

\$88.00

TO THE ORDER OF:

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

NON-NEGOTIABLE COPY

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

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301788**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-0543	1222353	State of Texas vs. SONDR LYNEA TUBBS	127.00
Check Total:			127.00

MILLENNIUM ENVIROMENTAL SLOUTIONS
4122 SAN AUGUSTINE
PASADENA TX 77503

Comments:

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

88-2265/1131-59

OD00301788
10/27/2016

* * * * * **\$127.00**
ONE TWO SEVEN CTS CTS

PAY: ONE HUNDRED TWENTY-SEVEN AND 00/100

\$127.00

TO THE ORDER OF:

MILLENNIUM ENVIROMENTAL SLOUTIONS
4122 SAN AUGUSTINE
PASADENA TX 77503

NON-NEGOTIABLE COPY

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

MILLENNIUM ENVIROMENTAL SLOUTIONS
4122 SAN AUGUSTINE
PASADENA TX 77503

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301789**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-0526	1179398	State of Texas vs. JENNIFER YANCENE ADAMS	15.51
Check Total:			15.51

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

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

88-2265/1131-59

OD00301789
10/27/2016

***** \$ **1551**
ONE FIVE CTS CTS

PAY: FIFTEEN AND 51/100

\$15.51

TO THE ORDER OF:

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

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

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301790**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-0526	1179398	State of Texas vs. JENNIFER YANCENE ADAMS	34.49
Check Total:			34.49

AMOCO FEDERAL CREDIT UNION
ATT: BRIAN CAMPBELL
P.O. BOX 889
TEXAS CITY TX 77592

Comments:

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

88-2265/1131-59

OD00301790
10/27/2016

* * * * * * * * * **\$34.49**
THREE FOUR CTS CTS

PAY: THIRTY-FOUR AND 49/100

\$34.49

TO THE ORDER OF:

AMOCO FEDERAL CREDIT UNION
ATT: BRIAN CAMPBELL
P.O. BOX 889
TEXAS CITY TX 77592

NON-NEGOTIABLE COPY

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

AMOCO FEDERAL CREDIT UNION
ATT: BRIAN CAMPBELL
P.O. BOX 889
TEXAS CITY TX 77592

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301791**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-2672	1202618	State of Texas vs. Robert James Tooney	385.00
Check Total:			385.00

KAREN BLANKENSHIP
24185 IBERIA AVE.
LAKEVILLE MN 55044

Comments:

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

88-2265/1131-59

OD00301791
10/27/2016

* * * * * **\$385.00**
THREE EIGHT FIVE CTS CTS

PAY: THREE HUNDRED EIGHTY-FIVE AND 00/100

\$385.00

TO THE ORDER OF:

KAREN BLANKENSHIP
24185 IBERIA AVE.
LAKEVILLE MN 55044

NON-NEGOTIABLE COPY

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

KAREN BLANKENSHIP
24185 IBERIA AVE.
LAKEVILLE MN 55044

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301792**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
MD-0362350	1263972	State of Texas vs. CHRISTOPHER LEE FAISON	38.00
Check Total:			38.00

Maria Ybanez
1210 15th Ave North
Texas City TX 77590

Comments:

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

88-2265/1131-59

OD00301792
10/27/2016

* * * * * \$ **38** 00
THREE EIGHT CTS CTS

PAY: THIRTY-EIGHT AND 00/100

\$38.00

TO THE ORDER OF:

Maria Ybanez
1210 15th Ave North
Texas City TX 77590

NON-NEGOTIABLE COPY

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

Maria Ybanez
1210 15th Ave North
Texas City TX 77590

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301793**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-2441	1200025	State of Texas vs. Cynthia Lynn Wilson	74.42
Check Total:			74.42

ISAAC JACKSON
P.O. BOX 16385
Galveston TX 77552

Comments:

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

88-2265/1131-59

OD00301793
10/27/2016

* * * * * **\$74.42**
SEVEN FOUR CTS CTS

PAY: SEVENTY-FOUR AND 42/100

TO THE ORDER OF:

ISAAC JACKSON
P.O. BOX 16385
Galveston TX 77552

\$74.42

NON-NEGOTIABLE COPY

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

ISAAC JACKSON
P.O. BOX 16385
Galveston TX 77552

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301794**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
MD-0358199	1242810	State of Texas vs. MICHAEL PAUL HOWARD	100.00
Check Total:			100.00

BLUE WAVE CAR WASH
1740 W FM 646
LEAGUE CITY TX 77539

Comments:

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

88-2265/1131-59

OD00301794
10/27/2016

* * * * * \$ **100.00** CTS CTS
ONE ZERO ZERO

PAY: ONE HUNDRED AND 00/100

\$100.00

TO THE ORDER OF:

BLUE WAVE CAR WASH
1740 W FM 646
LEAGUE CITY TX 77539

NON-NEGOTIABLE COPY

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

BLUE WAVE CAR WASH
1740 W FM 646
LEAGUE CITY TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301795**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-2487	1200550	State of Texas vs. JOSHUA RENEE VANNESS	70.00
Check Total:			70.00

DEBRA FEAZELL
1041 PIN OAK DR.
Dickinson TX 77539

Comments:

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

88-2265/1131-59

OD00301795
10/27/2016

* * * * * \$ **70** 00
SEVEN ZERO CTS CTS

PAY: SEVENTY AND 00/100

\$70.00

TO THE ORDER OF:

DEBRA FEAZELL
1041 PIN OAK DR.
Dickinson TX 77539

NON-NEGOTIABLE COPY

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

DEBRA FEAZELL
1041 PIN OAK DR.
Dickinson TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301796**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-CR-3200	1208688	State of Texas vs. JOSHUA RENEE VANNESS	60.00
Check Total:			60.00

William Jewell Fezell
1041 Pin Oak Dr.
Dickinson TX 77539

Comments:

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

88-2265/1131-59

OD00301796
10/27/2016

* * * * * \$ **60** CTS CTS
SIX ZERO

PAY: SIXTY AND 00/100

\$60.00

TO THE ORDER OF:

William Jewell Fezell
1041 Pin Oak Dr.
Dickinson TX 77539

NON-NEGOTIABLE COPY

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

William Jewell Fezell
1041 Pin Oak Dr.
Dickinson TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301797**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-0611	1223283	State of Texas vs. JANET MARISA HARRIS	30.00
Check Total:			30.00

Sunny Food Mart
5027 Avenue J
Galveston TX 77551

Comments:

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

88-2265/1131-59

OD00301797
10/27/2016

* * * * * \$ **30.00** CTS CTS
THREE ZERO

PAY: THIRTY AND 00/100

\$30.00

TO THE ORDER OF:

Sunny Food Mart
5027 Avenue J
Galveston TX 77551

NON-NEGOTIABLE COPY

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

Sunny Food Mart
5027 Avenue J
Galveston TX 77551

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301798**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-CR-1397	1232920	State of Texas vs. DONNY RAY RICHARDS	85.00
Check Total:			85.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

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

88-2265/1131-59

OD00301798
10/27/2016

* * * * *  * * * * *

PAY: EIGHTY-FIVE AND 00/100

\$85.00

TO THE ORDER OF:

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

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

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301799**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
MD-0351877	1216229	State of Texas vs. Damian Horn Cantu	520.00
Check Total:			520.00

WAFFLE HOUSE CORPORATE OFFICE
DEBORAH MARTIN
5986 FINANCIAL DR
NORCROSS GA 30071

Comments:

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

88-2265/1131-59

OD00301799
10/27/2016

* * * * * **\$520.00**
FIVE TWO ZERO CTS CTS

PAY: FIVE HUNDRED TWENTY AND 00/100

\$520.00

TO THE ORDER OF:

WAFFLE HOUSE CORPORATE OFFICE
DEBORAH MARTIN
5986 FINANCIAL DR
NORCROSS GA 30071

NON-NEGOTIABLE COPY

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

WAFFLE HOUSE CORPORATE OFFICE
DEBORAH MARTIN
5986 FINANCIAL DR
NORCROSS GA 30071

AGENDA ITEM #3.

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00021563**
Check Date: **10/21/2016**

Case Number	Reference	Description	Amount
PR-0077195	1295887	Estate of Daniel Charles Kennedy, Deceased	10.00
Check Total:			10.00

Amanda H. Johnson
Post Office Box 1797
Texas City TX 77592-1797

Comments:

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

88-2265/1131-59

OD00021563
10/21/2016

***** \$10.00
ONE ZERO CTS CTS

PAY: TEN AND 00/100

\$10.00

TO THE ORDER OF:

Amanda H. Johnson
Post Office Box 1797
Texas City TX 77592-1797

NON-NEGOTIABLE COPY

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

Amanda H. Johnson
Post Office Box 1797
Texas City TX 77592-1797

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00021564**
Check Date: **10/21/2016**

Case Number	Reference	Description	Amount
PR-0075561	1210065	Estate of Mildred Kossey Ledbetter aka Mikki Ledbetter Wunderle,	25.00
Check Total:			25.00

Michael B. Hughes
802 Rosenberg
P. O. Box 629
Galveston TX 77553

Comments:

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

88-2265/1131-59

OD00021564
10/21/2016

***** \$25.00
TWO FIVE CTS CTS

PAY: TWENTY-FIVE AND 00/100

\$25.00

TO THE ORDER OF:

Michael B. Hughes
802 Rosenberg
P. O. Box 629
Galveston TX 77553

NON-NEGOTIABLE COPY

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

Michael B. Hughes
802 Rosenberg
P. O. Box 629
Galveston TX 77553

AGENDA ITEM #4.

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001684**
Check Date: **10/21/2016**

Case Number	Reference	Description	Amount
15-FD-1895	1239000	In the Matter of the Marriage of: Michele R Crouch and Fred Crou	8.00
Check Total:			8.00

A Michelle Fulton
319 S Austin Street
Webster TX 77598

Comments:

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

88-2265/1131-59

OD00001684
10/21/2016

* * * * *  **800**
EIGHT CTS CTS

PAY: EIGHT AND 00/100

\$8.00

TO THE ORDER OF:

A Michelle Fulton
319 S Austin Street
Webster TX 77598

NON-NEGOTIABLE COPY

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

A Michelle Fulton
319 S Austin Street
Webster TX 77598

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001685**
Check Date: **10/21/2016**

Case Number	Reference	Description	Amount
16-CV-0250	1262782	Schultz Partners, Ltd. vs. Coastal Taverns L.L.C., Et Al	40.00
Check Total:			40.00

Joseph Z. Cavanah
Greer, Herz & Adams, L.L.P.
One Moody Plaza, 18th Floor
Galveston TX 77550

Comments:

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

88-2265/1131-59

OD00001685
10/21/2016

* * * * * \$ **40.00** CTS CTS
FOUR ZERO

PAY: FORTY AND 00/100

\$40.00

TO THE ORDER OF:

Joseph Z. Cavanah
Greer, Herz & Adams, L.L.P.
One Moody Plaza, 18th Floor
Galveston TX 77550

NON-NEGOTIABLE COPY

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

Joseph Z. Cavanah
Greer, Herz & Adams, L.L.P.
One Moody Plaza, 18th Floor
Galveston TX 77550

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001686**
Check Date: **10/21/2016**

Case Number	Reference	Description	Amount
06-TX-0890	311736	GALVESTON, COUNTY OF, ET AL VS. KORKMAS, KAREN ANDERSON, ET AL	65.00
Check Total:			65.00

Montgomery County Constable Pct. 3
1520 Lake Front CIR
STE 200
The Woodlands, TX 77380

Comments:

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

88-2265/1131-59

OD00001686
10/21/2016

***** \$65.00
SIX FIVE CTS CTS

PAY: SIXTY-FIVE AND 00/100

\$65.00

TO THE ORDER OF:

Montgomery County Constable Pct. 3
1520 Lake Front CIR
STE 200
The Woodlands, TX 77380

NON-NEGOTIABLE COPY

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

Montgomery County Constable Pct. 3
1520 Lake Front CIR
STE 200
The Woodlands, TX 77380

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001687**
Check Date: **10/21/2016**

Case Number	Reference	Description	Amount
06-TX-0890	311736	GALVESTON, COUNTY OF, ET AL VS. KORKMAS, KAREN ANDERSON, ET AL	75.00
Check Total:			75.00

WALLER COUNTY SHERIFF
701 CALVIT ST
HEMPSTEAD, TX 77445

Comments:

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

88-2265/1131-59

OD00001687
10/21/2016

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

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

WALLER COUNTY SHERIFF
701 CALVIT ST
HEMPSTEAD, TX 77445

NON-NEGOTIABLE COPY

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

WALLER COUNTY SHERIFF
701 CALVIT ST
HEMPSTEAD, TX 77445

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001688**
Check Date: **10/21/2016**

Case Number	Reference	Description	Amount
15-TX-0920	1255308	Galveston County, et al vs. Elizabeth A. Robertson	80.00
Check Total:			80.00

Leon County Sheriff's Department
P. O. Box 278
Centerville, TX 75833

Comments:

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

88-2265/1131-59

OD00001688
10/21/2016

***** \$80.00
EIGHT ZERO CTS CTS

PAY: EIGHTY AND 00/100

\$80.00

TO THE ORDER OF:

Leon County Sheriff's Department
P. O. Box 278
Centerville, TX 75833

NON-NEGOTIABLE COPY

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

Leon County Sheriff's Department
P. O. Box 278
Centerville, TX 75833

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001689**
Check Date: **10/21/2016**

Case Number	Reference	Description	Amount
13-TX-0477	1152725	Galveston County, et al vs. Sandra Randazzo, et al	75.00
Check Total:			75.00

Liberty County Constable Pct. 4
1300 W Clayton
Dayton, TX 77535

Comments:

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

88-2265/1131-59

OD00001689
10/21/2016

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

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

Liberty County Constable Pct. 4
1300 W Clayton
Dayton, TX 77535

NON-NEGOTIABLE COPY

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

Liberty County Constable Pct. 4
1300 W Clayton
Dayton, TX 77535

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001690**
Check Date: **10/21/2016**

Case Number	Reference	Description	Amount
15-TX-0920	1255308	Galveston County, et al vs. Elizabeth A. Robertson	80.00
Check Total:			80.00

Leon County Constable Pct 1
P. O. Box 505
Jewett, TX 75846

Comments:

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

88-2265/1131-59

OD00001690
10/21/2016

* * * * * * * * **\$80.00**
EIGHT ZERO CTS CTS

PAY: EIGHTY AND 00/100

\$80.00

TO THE ORDER OF:

Leon County Constable Pct 1
P. O. Box 505
Jewett, TX 75846

NON-NEGOTIABLE COPY

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

Leon County Constable Pct 1
P. O. Box 505
Jewett, TX 75846

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001691**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
12-TX-0658	1121659	Galveston County, et al vs. Edward D. Platner, et al	75.00
Check Total:			75.00

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

OD00001691
10/27/2016

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

PAY: SEVENTY-FIVE AND 00/100

\$75.00

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: **OD00001692**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-TX-0723	1243016	Galveston County, et al vs. Ricky E. Scott	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

OD00001692
10/27/2016

* * * * * \$ **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: **OD00001693**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
15-TX-0629	1241311	Galveston County, et al vs. Playa Vista, LLC	75.00
Check Total:			75.00

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

OD00001693
10/27/2016

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

PAY: SEVENTY-FIVE AND 00/100

\$75.00

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: **OD00001694**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
05-TX-0518	310308	GALVESTON, COUNTY OF, ET AL VS. BLANKS, ADDIE, ET AL	75.00
12-TX-0658	1121659	Galveston County, et al vs. Edward D. Platner, et al	75.00
Check Total:			150.00

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

OD00001694
10/27/2016

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

PAY: ONE HUNDRED FIFTY AND 00/100

\$150.00

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: **OD00001695**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-TX-0520	1205745	Galveston County, et al vs. Thomas L. McWilliams, et al	75.00
Check Total:			75.00

Harris County Constable Precinct 8
7330 Spencer Hwy # 107
Pasadena, TX 77505

Comments:

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

88-2265/1131-59

OD00001695
10/27/2016

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

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

Harris County Constable Precinct 8
7330 Spencer Hwy # 107
Pasadena, TX 77505

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 8
7330 Spencer Hwy # 107
Pasadena, TX 77505

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001696**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
12-TX-0484	1116252	Galveston County, et al vs. R. Greg Mullings, et al	65.00
Check Total:			65.00

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

OD00001696
10/27/2016

***** \$65.00
SIX FIVE CTS CTS

PAY: SIXTY-FIVE AND 00/100

\$65.00

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: **OD00001697**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
12-TX-0484	1116252	Galveston County, et al vs. R. Greg Mullings, et al	75.00
Check Total:			75.00

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

OD00001697
10/27/2016

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

PAY: SEVENTY-FIVE AND 00/100

\$75.00

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: **OD00001698**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
16-TX-0136	1265349	Galveston County, et al vs. Dennis Wade Whitmer, et al	75.00
Check Total:			75.00

HARRIS COUNTY CONSTABLE PRECINCT 3
701 W BAKER RD
BAYTOWN, TX 77521

Comments:

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

88-2265/1131-59

OD00001698
10/27/2016

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

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

HARRIS COUNTY CONSTABLE PRECINCT 3
701 W BAKER RD
BAYTOWN, TX 77521

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 3
701 W BAKER RD
BAYTOWN, TX 77521

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001699**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
12-TX-0658	1121659	Galveston County, et al vs. Edward D. Platner, et al	70.00
Check Total:			70.00

Taylor County Sheriff's Department
450 Pecan ST
Abilene, TX 79602

Comments:

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

88-2265/1131-59

OD00001699
10/27/2016

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

PAY: SEVENTY AND 00/100

\$70.00

TO THE ORDER OF:

Taylor County Sheriff's Department
450 Pecan ST
Abilene, TX 79602

NON-NEGOTIABLE COPY

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

Taylor County Sheriff's Department
450 Pecan ST
Abilene, TX 79602

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001700**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-TX-0301	1190679	Galveston County, et al vs. Laura Michelle Bang	75.00
Check Total:			75.00

CALHOUN COUNTY SHERIFF
211 S ANN ST
PORT LAVACA, TX 77979

Comments:

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

88-2265/1131-59

OD00001700
10/27/2016

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

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

CALHOUN COUNTY SHERIFF
211 S ANN ST
PORT LAVACA, TX 77979

NON-NEGOTIABLE COPY

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

CALHOUN COUNTY SHERIFF
211 S ANN ST
PORT LAVACA, TX 77979

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001701**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-TX-0301	1190679	Galveston County, et al vs. Laura Michelle Bang	150.00
Check Total:			150.00

Bastrop County Sheriff's Department
200 Jackson ST
Bastrop, TX 78602

Comments:

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

88-2265/1131-59

OD00001701
10/27/2016

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

PAY: ONE HUNDRED FIFTY AND 00/100

\$150.00

TO THE ORDER OF:

Bastrop County Sheriff's Department
200 Jackson ST
Bastrop, TX 78602

NON-NEGOTIABLE COPY

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

Bastrop County Sheriff's Department
200 Jackson ST
Bastrop, TX 78602

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001702**
Check Date: **10/27/2016**

Case Number	Reference	Description	Amount
14-TX-0520	1205745	Galveston County, et al vs. Thomas L. McWilliams, et al	75.00
Check Total:			75.00

BRAZORIA COUNTY SHERIFF
3602 COUNTY ROAD 45
ANGLETON, TX 77515

Comments:

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

88-2265/1131-59

OD00001702
10/27/2016

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

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

BRAZORIA COUNTY SHERIFF
3602 COUNTY ROAD 45
ANGLETON, TX 77515

NON-NEGOTIABLE COPY

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

BRAZORIA COUNTY SHERIFF
3602 COUNTY ROAD 45
ANGLETON, TX 77515

Check Register

KEVIN C. WALSH, CPA

Account ID: 161
Batch ID: 5300
User ID: BIGFORD_B

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
Travis County Constable Pct 5	1691	10/27/2016	10/27/2016	08:27:05	75.00
HARRIS COUNTY CONSTABLE PCT 4	1692	10/27/2016	10/27/2016	08:27:06	75.00
HARRIS COUNTY CONSTABLE PCT 5	1693	10/27/2016	10/27/2016	08:27:07	75.00
Harris County Constable Precinct 1	1694	10/27/2016	10/27/2016	08:27:08	150.00
Harris County Constable Precinct 8	1695	10/27/2016	10/27/2016	08:27:09	75.00
Fort Bend County Constable Pct. 4	1696	10/27/2016	10/27/2016	08:27:10	65.00
DALLAS COUNTY CONSTABLE PRECINCT	1697	10/27/2016	10/27/2016	08:27:11	75.00
HARRIS COUNTY CONSTABLE PRECINCT	1698	10/27/2016	10/27/2016	08:27:12	75.00
Taylor County Sheriff's Department	1699	10/27/2016	10/27/2016	08:27:13	70.00
CALHOUN COUNTY SHERIFF	1700	10/27/2016	10/27/2016	08:27:14	75.00
Bastrop County Sheriff's Department	1701	10/27/2016	10/27/2016	08:27:14	150.00
BRAZORIA COUNTY SHERIFF	1702	10/27/2016	10/27/2016	08:27:15	75.00

Number of Checks: 12 **Batch ID: 5300** **\$1,035.00**

Total of Checks: 12 **Account ID: 161** **\$1,035.00**

Account ID: 168
Batch ID: 5300
User ID: BIGFORD_B

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
BETHANY SMITH	301749	10/27/2016	10/27/2016	08:26:34	200.00
Nataly Martinez-Salinas	301750	10/27/2016	10/27/2016	08:26:35	30.00
ROBERT KINGSBURY	301751	10/27/2016	10/27/2016	08:26:36	110.00
Texas Department of Safety Restitution Accoi	301752	10/27/2016	10/27/2016	08:26:37	75.00
Texas Department of Safety Restitution Accoi	301753	10/27/2016	10/27/2016	08:26:38	100.00
John Allen Fritz	301754	10/27/2016	10/27/2016	08:26:39	50.00
Sheila Dennis	301755	10/27/2016	10/27/2016	08:26:40	50.00
Juan Palomo-Perez	301756	10/27/2016	10/27/2016	08:26:41	142.00
Texas Department of Safety Restitution Accoi	301757	10/27/2016	10/27/2016	08:26:41	60.00
TEXAS WORKFORCE COMMISSION	301758	10/27/2016	10/27/2016	08:26:42	230.00
TX Dept. Of Public Of Safety	301759	10/27/2016	10/27/2016	08:26:43	30.00
Texas Department of Safety Restitution Accoi	301760	10/27/2016	10/27/2016	08:26:44	9.11

Printed Date: **Thursday, October 27, 2016**

Printed Time: **8:28:27AM**

Check Register

KEVIN C. WALSH, CPA

Account ID: 168
Batch ID: 5300
User ID: BIGFORD_B

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
OSCAR GARCIA	301761	10/27/2016	10/27/2016	08:26:44	75.89
TX Dept. Of Public Of Safety	301762	10/27/2016	10/27/2016	08:26:45	15.00
America's Best Value Inn	301763	10/27/2016	10/27/2016	08:26:46	120.00
Galveston Housing Authority	301764	10/27/2016	10/27/2016	08:26:46	10.00
Kroger	301765	10/27/2016	10/27/2016	08:26:47	10.00
Mark William Flynn	301766	10/27/2016	10/27/2016	08:26:48	25.00
Raoul Simmons	301767	10/27/2016	10/27/2016	08:26:49	55.00
JONATHAN SCHENKENFELDER	301768	10/27/2016	10/27/2016	08:26:50	771.49
NICHOLAS IORIO	301769	10/27/2016	10/27/2016	08:26:50	277.26
TEXAS HEALTH AND HUMAN SERVICES C	301770	10/27/2016	10/27/2016	08:26:51	100.00
Step N Go	301771	10/27/2016	10/27/2016	08:26:52	60.00
Jamie Smith	301772	10/27/2016	10/27/2016	08:26:53	10,000.00
FIDELITY & DEPOSIT CO	301773	10/27/2016	10/27/2016	08:26:54	325.00
Texas Department of Safety Restitution Accoi	301774	10/27/2016	10/27/2016	08:26:54	20.00
JSC FEDERAL CREDIT UNION	301775	10/27/2016	10/27/2016	08:26:55	99.00
TEXAS DEPARTMENT OF CRIMINAL JUSTI	301776	10/27/2016	10/27/2016	08:26:56	25.00
Texas Department of Safety Restitution Accoi	301777	10/27/2016	10/27/2016	08:26:57	50.00
SEARS	301778	10/27/2016	10/27/2016	08:26:58	50.00
IBC	301779	10/27/2016	10/27/2016	08:26:59	110.00
Texas Department of Public Safety Restitutor	301780	10/27/2016	10/27/2016	08:26:59	2.00
Cheyne Travis Welch	301781	10/27/2016	10/27/2016	08:27:00	20.00
Kailey White	301782	10/27/2016	10/27/2016	08:27:01	775.00
HAI HENG HUANG	301783	10/27/2016	10/27/2016	08:27:02	165.51
SALLY BARTOLUCCI	301784	10/27/2016	10/27/2016	08:27:03	685.74
Texas Department of Public Safety Restitutor	301785	10/27/2016	10/27/2016	08:27:03	100.00
Progressive Restitution	301786	10/27/2016	10/27/2016	08:27:04	275.58
Texas Department of Safety Restitution Accoi	301787	10/27/2016	10/27/2016	08:27:16	88.00
MILLENNIUM ENVIROMENTAL SLOUTIONS	301788	10/27/2016	10/27/2016	08:27:17	127.00
TX Dept. Of Public Of Safety	301789	10/27/2016	10/27/2016	08:27:18	15.51
AMOCO FEDERAL CREDIT UNION	301790	10/27/2016	10/27/2016	08:27:19	34.49
KAREN BLANKENSHIP	301791	10/27/2016	10/27/2016	08:27:19	385.00
Maria Ybanez	301792	10/27/2016	10/27/2016	08:27:20	38.00

Printed Date: **Thursday, October 27, 2016**

Printed Time: **8:28:27AM**

Check Register

KEVIN C. WALSH, CPA

Account ID: 168
Batch ID: 5300
User ID: BIGFORD_B

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
ISAAC JACKSON	301793	10/27/2016	10/27/2016	08:27:21	74.42
BLUE WAVE CAR WASH	301794	10/27/2016	10/27/2016	08:27:22	100.00
DEBRA FEAZELL	301795	10/27/2016	10/27/2016	08:27:23	70.00
William Jewell Feazell	301796	10/27/2016	10/27/2016	08:27:23	60.00
Sunny Food Mart	301797	10/27/2016	10/27/2016	08:27:24	30.00
TX Dept. Of Public Of Safety	301798	10/27/2016	10/27/2016	08:27:25	85.00
WAFFLE HOUSE CORPORATE OFFICE	301799	10/27/2016	10/27/2016	08:27:26	520.00
Number of Checks:	51	Batch ID:	5300		\$16,936.00
Total of Checks:	51	Account ID:	168		\$16,936.00
Grand Total:	63				\$17,971.00

AGENDA ITEM #5.

Summary of Bi-Weekly Personnel Movements
 Pay Period #22: October 6 - 19, 2016

Department	Positions Budgeted	Current Appointments					Total	Current Movements					Total	Current Separations					Total		
		FT	HT	PT	HR	Res		Promo	Reclass	Reassign	Trans	Sal Adj		Demote	Vol	Invol	Retire	Death		Other	
General Government	1,00						0													0	
Facilities	18.0						0													1	
County Architect	1.0						0													0	
Fleet Management	14.0	1					1													0	
County Records Management	1.0						0													0	
Professional Services	8.0						0													0	
Road District #1	6.0						0													0	
County Judge	4.0						0													0	
County Commissioners	8.0						0													0	
Tax Office	52.0	3					7			1										1	
County Auditor	29.0						0													0	
County Clerk	38.0						0													0	
County Clerk Records Mgmt	3.0						0													0	
County Clerk Records Archives	8.0						0													0	
County Clerk Election Expense	6.0						0			1										1	
County Clerk- Elect P/T Staff	2.0						0													0	
Purchasing Agent	8.0						0													0	
County Treasurer	8.0						0													0	
Veterans Service	3.0						0													0	
Human Resources	6.0						0													0	
County Legal	8.0						0													0	
Court Administration Office	6.0						0													0	
District Courts	19.0						0													0	
County Courts	10.0						0													0	
County Probate Court	6.0						0													0	
Justice Courts	29.0	1					1													1	
District Clerk	53.0						0													0	
District Clerk- Child Support IV-D	1.0						0													0	
District Attorney	74.0						0													0	
Personal Bond Office	3.0						0													0	
Collections Office	7.0						0													0	
Sheriff	491.0	2					2			6										1	
Constables	38.0	3					3													0	
Child Welfare	1.0						0													0	
Emergency Management	5.0						0													0	
Courthouse Security	3.0						0													0	
Ag/Life Extension	11.0						0													0	
County Engineer	6.0						0													0	
Building Inspector	3.0						0													0	
Contract Services	3.0						0													0	
Information Technology	44.0						0													0	
Print Center	2.0						0													0	
County Parks	44.0						0													0	
Senior Citizens Program	10.0	1					1													0	
Parks-Beach Maintenance	5.0						0													0	
Museum	3.0						0													0	
Road & Bridge- Administration	4.0						0													0	
Road & Bridge- Beach Maintenance	3.0						0													0	
Road & Bridge- FM Lateral Road	42.0						0													0	
Road & Bridge- Flood Control	14.0						0													0	
Juvenile Justice	54.0						0													0	
Mosquito Control	11.0						0													0	
Right of Way	1.0						0													0	
Seawall Maintenance	6.0						0													0	
Economic Development	2.0						0													0	
Grand Total	1246.0	11	0	0	4	0	15	8	0	0	0	0	0	8	3	0	0	0	0	3	
Job Applications Received	177																				

AGENDA ITEM #6.



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

To Be Completed By Department

1. Date of Request: <u>10/24/16</u>	2. Contract Type: Expense Revenue <input checked="" type="radio"/> Other	3. Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No <u>Extension</u>
4. Department Name: <u>Human Resources</u>	5. Department Contact: <u>Kathy Branch</u>	
6. Description: <u>Amendment to A1 Best Staffing Agreement - Veteran's temp</u>		
7. IFAS PEID No: <u>717982</u>	8. IFAS Req No:	9. Orgkey: <u>1101-155000</u>
		10. Object Code: <u>5481000</u>
11. Vendor: <u>A1 Best Staffing</u>	12. Vendor Contract No:	
13. Requested Legal Review: <input checked="" type="radio"/> Yes <input type="radio"/> No (Explain if No) <u>- prior review completed</u>		

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
<u>Contract Services</u>	<u>1101</u>	<u>5,707</u>					
22. Totals:							

To Be Completed By Purchasing Department

Contract Start Date: <u>8/30/16</u>	Auto Renewal Contract: Yes <input checked="" type="radio"/> No	Bid No: <u>N/A</u>
Contract End Date: <u>12/31/16</u>	Contract # Issued By Purchasing: <u>CM16259</u>	

Extension for 10 weeks
for employee on
medical leave.

Approved By:	Signature	Date
Department Head:	<u>Kathy Branch</u>	<u>10-24-16</u>
Purchasing Agent:	<u>[Signature]</u>	<u>10-24-16</u>
County Legal:	<u>[Signature]</u>	<u>10/27/2016</u>
Contract listed in Budget Documentation: <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Budget Office:	<u>[Signature]</u>	<u>10/28/16</u>
Budget Available and Funds are/will be Available: <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Auditor:	<u>[Signature]</u>	<u>10/28/16</u>

(368 hrs @ \$1551/hr)
4 holidays taken
out.



Amendment to Client's Staffing Agreement

Primary Agreement; Effect of This Amendment

This Amendment supplements the agreement between the parties dated 8/30/16 and called Temporary Staffing Agreement (the "Agreement"). It shall have no effect apart from that Agreement. This Amendment's use of terms, names, or labels that are different from those of the Agreement shall not by itself alter the effect of either document. The terms of this Amendment pre-empt, supersede, and override all contrary terms of the Agreement, and all terms of the Agreement that set or limit the parties' indemnity obligations. For the purpose of this Amendment, "STAFFING FIRM" refers to A1 Best Staffing, and "CLIENT" refers to Galveston County.

1. Purpose of Amendment

The purpose of this Amendment is to review/ensure that the legal risks and responsibilities inherent in providing the services under the Agreement are properly allocated between STAFFING FIRM and CLIENT, and To extend the original Staffing Agreement term of service until December 31, 2016 for the Veterans Office Admin Assistant.

Under the Agreement

a. STAFFING FIRM is responsible to

- Recruit, screen, interview, and assign its employees ("Assigned Employees") to work under CLIENT's supervision;
- Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers them;
- Pay, withhold, and transmit payroll taxes; make unemployment contributions; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees; and
- Require Assigned Employees to sign an agreement acknowledging that they are not entitled to holidays, vacations, disability, insurance, pensions, or retirement plans or any other benefits offered or provided by CLIENT.

b. CLIENT is responsible to

- Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property; and
- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
- Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices and not make any offer or promise relating to Assigned Employees' compensation or benefits.

2. Relationship of Parties

STAFFING FIRM is responsible for assigning employees with certain skills and abilities. STAFFING FIRM is not the CLIENT's legal partner, coventurer, principal, agent, insurer, or representative. Neither STAFFING FIRM nor Assigned Employees have any claim to CLIENT's revenues related to their work. CLIENT is solely responsible for meeting CLIENT goals for profits, costs, production, and scheduling. Assigned Employees have no authority to bind STAFFING FIRM legally.

3. Confidentiality

Inasmuch as STAFFING FIRM's business does not involve its access to or use of CLIENT's confidential information, no knowledge, possession, or use of such information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to it.

4. Indemnification

To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and

liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of the Agreement, its failure to discharge its duties and responsibilities set forth in section 1(a) of this Amendment, or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of the Agreement, its failure to discharge its duties and responsibilities set forth in section 1(b) of this Amendment, or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or required to indemnify the other party for any incidental, consequential, exemplary, special, or punitive damages, including lost profit, regardless of how characterized and even if such party has been advised of the possibility of such damages, which arise from the performance of the Agreement or in connection with the Agreement, and regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise).

As a condition precedent to indemnification, each party agrees to inform the other party within 2 business days of receipt of any claim, demand, or notice for which it may seek indemnification from the other party and agrees to cooperate in the investigation and defense of any such claim, demand, or notice.

The provisions of the preceding paragraphs of this section 4 of the Amendment constitute the complete agreement between the parties with respect to any indemnification claim, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

GALVESTON COUNTY

A1 BEST STAFFING

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

AGENDA ITEM #7.



2018 COUNTY HOLIDAY SCHEDULE

<u>Holiday</u>	<u>Date</u>	<u>Day of the Week</u>
New Year's Day	Jan. 1	Monday
Martin Luther King Day	Jan. 15	Monday
Presidents' Day	Feb. 19	Monday
Good Friday	March 30	Friday
Memorial Day	May 28	Monday
Independence Day	July 4	Wednesday
Labor Day	Sept. 3	Monday
Thanksgiving	Nov. 22	Thursday
	Nov. 23	Friday
Christmas Eve	Dec. 24	Monday
Christmas Day	Dec. 25	Tuesday

AGENDA ITEM #8.



WHO WE ARE

The Gulf Coast Workforce Board and its operating affiliate Workforce Solutions are the public workforce system in the 13-county Houston-Galveston region. We help employers meet their human resource needs and individuals build careers, so both can compete in the global economy.

- The Workforce Board is business-led and community focused, with members representing private sector business, education, organized labor, and community-based organizations.
- With participation from the region's chief local elected officials, the Workforce Board sets the strategic direction for the regional workforce system and guides the area's workforce agenda focusing on four key results:
 - competitive employers,
 - an educated workforce,
 - more and better jobs, and
 - higher incomes.
- The Board contracts for the operations of its affiliate Workforce Solutions, which directly delivers service to employers and individuals.

WHAT WE DO

- During 2015, our Employer Service helped more than 26,000 employers
 - find candidates to fill about 190,000 openings;
 - outplace more than 4,500 workers; and
 - get advice on human resources issues and concerns
- Our 24 local offices touched more than 360,000 individuals helping
 - about 255,000 go to work;
 - More than 25,000 improve their literacy and basic skills; and
 - more than 40,000 use \$134 million in financial aid scholarships and support to get a job, keep a job or get a better job
- Our entire system worked to provide individuals, students, parents, teachers and counselors with up-to-date and useful information on the good jobs of the future – focusing on the high-skill, high-growth jobs that provide opportunities for growth and good wages.

Workforce Solutions is an equal opportunity employer/program.

Auxiliary aids and services are available upon request to individuals with disabilities.

Please contact H-GAC at least 48 hours in advance to request accommodations 713.627.3200

Deaf, hard-of-hearing or speech-impaired customers may contact:

Relay Texas 1-800-735-2989 (TTY) or 711 (Voice).

Equal opportunity is the law.

The Gulf Coast Workforce Board

Charge

The Gulf Coast Workforce Board is the public workforce system for the 13-county Houston-Galveston area. The Workforce Board sets the region's workforce agenda and the strategic direction for its operating affiliate, Workforce Solutions. Annually, the Board oversees and evaluates the use of about \$200 million in public dollars that help employers meet their human resource needs and individuals build careers.

Members

There are currently about 50 members, a majority of whom represent private business, from across the region. The Board also includes representatives of organized labor, education (K-12, postsecondary and adult education/literacy), economic development agencies, and community-based organizations.

Business members are nominated by general purpose business organizations, and other members, by interested organizations. The region's chief elected officials – the 13 county judges and the mayor of the City of Houston – appoint members from nominations received, and the Houston-Galveston Area Council's Board of Directors confirms these appointments.

Meetings

The Workforce Board meets six times a year – every other month beginning each year in February – on the first Tuesday of the month. A meeting generally lasts an hour to an hour and a half. The Board meets at the Houston-Galveston Area Council, 3555 Timmons Lane, Houston.

Much of the Board's work is done through its committees, including its Strategic Planning, Education, Employer Service, and Audit/Monitoring groups.

H-GAC serves as the staff to the Board.

More Information

<http://wrksolutions.com/about/workforceboard.html>

<http://wrksolutions.com>

Mike Temple, Director
Carol Kimmick, Administrative Coordinator
713.627.3200 voice
713.993.4578 fax

John R. Melcher, ENP

Curriculum Vitae

Corporate History - 2005 - Present

Mr. Melcher is the founder and president of The Melcher Group – a consulting firm specializing in public safety communications and related activities including technology, mergers, acquisitions, legislation, policy and strategy. Clients include publicly traded and privately held corporations, as well as public safety agencies. Nationally recognized subject matter expert and witness in public safety communications matters, including intellectual property and civil litigation. Expertise includes legislative, regulatory and policy work at the local, state and federal level.

9-1-1 and Public Safety Management/Related Activities

Cyren Call Communications 2006 – 2009

Executive Vice President, Office of the Chairman

One of five founding partners with Morgan O'Brien and Brian McCauley (original founders of Nextel Communications). Managed corporate communications, legislative and regulatory lobbying and outreach efforts to achieve favorable public policy positions for Cyren Call. Managed relationships with various industry and public safety organizations to advance these public policy positions. External presenter and speaker for Cyren Call at key public safety conferences as well as regulatory and legislative venues. Cyren Call's efforts ultimately resulted in public safety gaining an additional ten megahertz of contiguous broadband radio spectrum for a national interoperable communications network.

Greater Harris County 9-1-1 Emergency Network 1990 - 2005

Executive Director - CEO

Responsible for governmental agency (Emergency Communications District) charged with design, implementation and management of integrated voice and data networks providing emergency number service for over 5 million citizens in 48 cities across four counties in the Houston metropolitan area. Greater Harris County 9-1-1 Emergency Network is the largest regional 9-1-1 program in the country. The district was successful in efforts to pass legislation affecting 9-1-1 operations at the local and statewide level. Regularly represented the emergency communications districts statewide in PUC, FCC, state and federal legislative efforts as an expert witness and advocate.

Chief Operating Officer - 1990 – 2004

Early Warning System Implementation, 2002

- Project Director, implementation of nation's largest early warning notification system for municipalities within coverage area.

Automatic Crash Notification Project (ACN), 2002 -2005

- 2000 – Project Director of first proof-of-concept demonstration combining telematics technology within the native 9-1-1 communications infrastructure.
- 2002 – Project Director of first implementation of ACN technology in the public safety environment.
- 2005 – Expansion to include demonstration of mobile threat notification for chemical and bio-hazard, and real-time medical information
- Total of 800 police cars across multiple technology platforms
- Testimony of case study before U.S. Senate - Commerce Committee

Wireless 9-1-1 Implementation, 1998 - 2003

- Project Director for first implementation of wireless 9-1-1 technology for major metropolitan area in the world. The first major deployment of location technology, allowing 9-1-1 call-takers and first responders to

- pinpoint location of wireless devices calling 9-1-1. Now a national mandate by the Federal Communications Commission and federal law.
- Expert testimony before various committees in the U.S. House of Representatives, U.S. Senate, Federal Communications Commission, and *numerous* public and industry forums on wireless 9-1-1.
- Texas Wireless Integration Project (WIP), 1996. Co-chaired the first proof-of-concept demonstration utilizing location technology for routing and delivery of wireless 9-1-1 calls. Project funded by Greater Harris County 9-1-1 Emergency Network and Texas Commission on State Emergency Communications.

Inventor - patented 9-1-1 emergency communications system solutions

National Emergency Number Association (NENA) - Life Member, Hall of Fame Member

- President of NENA June 2002 – 2003
- 2nd Vice President of NENA 2001 – 2002
- 1st Vice President of NENA 2000 – 2001
- Numerous Testimonies before the United States House and Senate
- Wireless Liaison for NENA working closely with wireless carriers, manufacturer trade associations, standards development organizations, the FCC and numerous federal agencies
- ENP certification 1999

Pasadena Police Department - Pasadena, Texas

Technical Director, Communications Supervisor 1986
 Texas State Licensed Paramedic and EMS Instructor, 1984
 Texas State Licensed Telecommunications Officer, 1982

City of Pasadena – Office of Emergency Preparedness

Communications Manager 1978 – 1982

San Jacinto College – 1982 - 1984

Associates of Emergency Medical Technology

University of Houston – 1977 – 1980

Undergraduate studies in political science

Recognitions:

Presidential Citations:

National Emergency Number Association - 1995, 1996, 1997, 1998, 2002, 2006, 2008

Association of Public Safety Communications Officials - 1993, 1994, 1995, 1996

Recognition by Radio Resource Magazine, *Most Influential People in Public Safety*, 1998 and 1999

Innovator Award from Computerworld Smithsonian for Visionary Use of Information Technology, (organizational award) 1995

Presidential Award, APCO Project 31, 1992 and 1993

Other Endeavors:

Vice Chairman: Houston Tower Commission

Past President, Pasadena Rotary Club

Licensed Pilot – Instrument Rating, Commercial Training, Rotary Wing Training

Certified Firewalk and Motivational Instructor

Past Board member – Industry Council for Emergency Response Technologies (iCERT)

Past Officer and/or Board member – numerous charitable and non-profit organizations

Advanced Open Water Scuba Diver (PADI)

Martinez, Dianna

From: Rathburn, C.B. "Bix"
Sent: Wednesday, November 02, 2016 11:38 AM
To: Martinez, Dianna
Subject: The public sector appointee - he has agreed to serve Gulf Coast Workforce Development Board

Bio

**W. Myles Shelton, Ed.D. President
Galveston College
Galveston, Texas**

Dr. W. Myles Shelton began his service with Galveston College on Monday, July 2, 2007.

Dr. Shelton was the President of Clarendon College for eight years. Before that, he held a variety of leadership positions at Hill College in Hillsboro, including Vice President of Instruction and Student Services, Associate Dean of Students, Registrar, Director of Admissions and Records, Director of Computer Services and Part-time Instructor. Shelton received his Bachelor's degree in History, Master's in Economics and Doctorate in Educational Administration from Baylor University.

Dr. Shelton is a member of several professional organizations, including the Texas Association of Community Colleges, Texas Community College Teachers Association, American Association of Community Colleges and Southern Association of Colleges and Schools.

He has also been a member of economic-development corporations, chambers of commerce, Boy Scouts of America and the Lions Club.



**C. B. "Bix" Rathburn, Ph.D
Director of Economic Development
Rathburn@co.galveston.tx.us**

Office: 409-766-2541

Cell: 409.370.7897

聂福本

Confidential Communication

This e-mail message contains confidential and privileged information for the sole use of the intended recipient. This message, including all attached files are confidential and may be protected by the attorney-client and other privileges. If you are not the intended recipient (or authorized to receive information for the intended recipient) you are hereby notified that any review, use, dissemination, forwarding, printing, copying, disclosure or distribution of this communication is strictly prohibited and may be unlawful. If you are in receipt of this email message are not an intended recipient, please contact me by reply e-mail immediately and delete all copies of this message. Unless expressly stated in this e-mail, nothing in this message shall be construed as a digital or electronic signature. Thank you for your cooperation.

AGENDA ITEM #9.

**Galveston County
Fleet Management**



**Fleet Director
John Fesler**

Direct 281.309.5074

5115 HWY 3, Dickinson, Texas 77539

Main 281.309.5055 Fax 409.621.7984

TO: David Delac

FROM: John Fesler

DATE: 11/02/2016

RE: Neighbors on Watch Vehicle

Constable Rick Sharp recently showed interest in acquiring one of our surplus vehicles for the Neighbors on Watch project. We have identified one vehicle that should fill the project needs. Constable Sharp is requesting that Fleet purchase and apply new logo decals and transfer the vehicle to his custody. The vehicle has already been approved by Commissioners Court to be disposed. I would recommend this vehicle to be brought to Commissioners Court to be approved.

<u>FAID</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>VIN</u>	<u>MILEAGE</u>
30845	C3107	2011 Ford Crown Victoria	2FABP7BV1BX131650	96439

As authorized by Deputy David Martin for Constable Rick Sharp.

Sincerely,

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

John Fesler

AGENDA ITEM #10.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 10/10/2016		2. Contract Type: <input checked="" type="radio"/> Expense Revenue Other			3. Renewal Contract: Yes <input checked="" type="radio"/> No		
4. Department Name: Economic Development				5. Department Contact: Zach Davidson (x5471)			
6. Description: Econ. Dev. Website Development Contract							
7. IFAS PEID No: 719041		8. IFAS Req No:		9. Orgkey: 1207-652133		10. Object Code: 5481000	
11. Vendor: The Next Move Group, LLC				12. Vendor Contract No:			
13. Requested Legal Review: <input checked="" type="radio"/> 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
Other Contract Services	5481000	10/28/16 \$40,000 6	\$34,325				
22. Totals:			\$34,325				
To Be Completed By Purchasing Department							
Contract Start Date: 10/23/16		Auto Renewal Contract: Yes / No		Bid No: B161019			
Contract End Date: 1/31/17		Contract # Issued By Purchasing: CM16240					

Need #18295

Approved By:	Signature	Date
Department Head:	C. B. Hartshorn	10/6/16
Purchasing Agent:		10-13-16
County Legal:		10/27/2016
Contract listed in Budget Documentation: <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Budget Office:		10/28/16
Budget Available and Funds are/will be Available: <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Auditor:		10/28/16

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.
Next Move Group, LLC
Saint Louis, MO United States

Certificate Number:
2016-124676

Date Filed:
10/17/2016

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

Date Acknowledged:
10/17/16

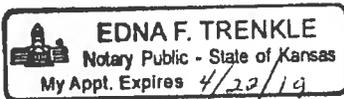
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
CM16240
County Economic Development Website

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.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Chad Chancellor, this the 17th day of October, 2016, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Edna F. Trenkle

Printed name of officer administering oath

[Signature]

Title of officer administering oath
Assistant

Contract for Services Rendered

This is a contract entered into by **Next Move Group, LLC** (hereinafter referred to as “the Provider”) located at 515 Olive Street, Suite 1002, St. Louis, Missouri, 63101 and **Galveston County, Texas** (hereinafter referred to as “the Client”) located at 722 Moody (21st Street), Fifth Floor, Galveston, Texas, 77550 on this date, **October 10, 2016**.

The Client hereby engages the Provider to provide services described herein under “Scope and Manner of Services.” The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under “Payment for Services Rendered.”

Scope and Manner of Services

Services To Be Rendered By Provider: Provider will build an economic development website for Client within the specifications of Attached RFP Response (Attachment A) to feature the following:

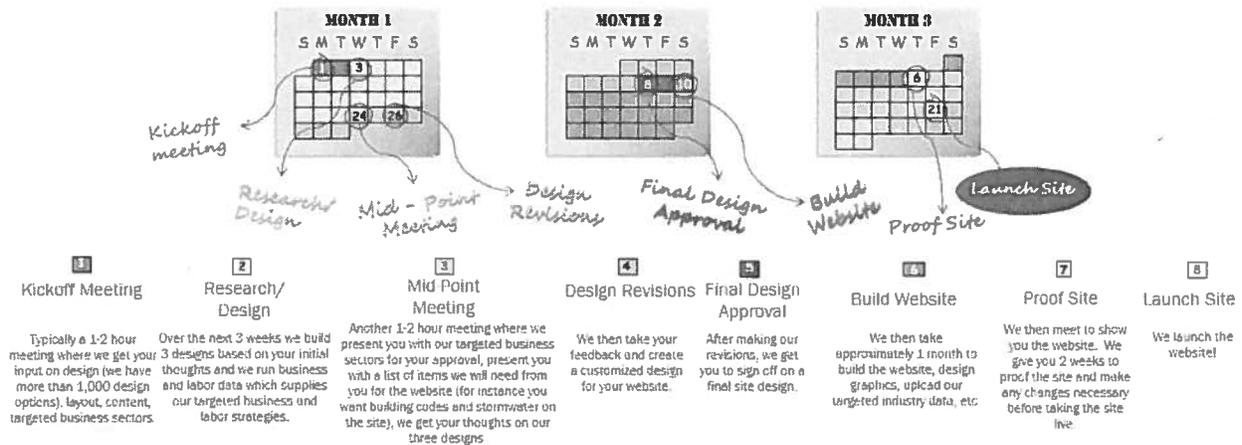
- Targeted business, industry, labor, and economic data focused at communicating with site selection and business/industry recruitment consultants
- Integration of outside data sources such as census data, real time real estate data (LoopNet or similar), workforce data, sales and revenue data and general demographic data with automatic updates into websites
- PDF report generator to allow data to be pulled from the site
- Mobile responsive
- Social media integration
- Newsletter sign-up
- Analytics
- Language translator
- GIS maps and interactive maps
- Graphical design
- Easy to use content management system
- In-Person Training
- Compatible with all the most recent versions of the major browser systems including Internet Explorer, Firefox, Chrome, and Safari

- The website as constructed will comply with Web Content Accessibility Guidelines (WCAG) 2.0 level AA as published by W3C which are available at <http://www.w3.org/TR/WCAG20/>. Provider understands that Client is a party to a settlement agreement with the United States of America which obligates Client to make all websites owned or operated by or on behalf of Galveston County, including websites linked through such websites accessible under the WCAG 2.0 AA guidelines.
 - Provider is not responsible for 3rd party content Client adds to the site or other content Client adds to site on its own without consultation with Provider after site is launched. Such examples could be: 3rd party real estate databases, videos, etc.

Payment for Services Rendered

The Client shall pay the Provider for services rendered according to the following payment schedule:

\$34,325 payable in thirds: \$11,441.66 at the end of Month One (December, 7th 2016); \$11,441.67 at the end of Month Two (January 7th, 2017); and \$11,441.67 upon Launching the Site as anticipated by the following calendar:



Applicable Law

This contract shall be governed by the laws of the County of Galveston in the State of Texas and any applicable Federal law.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents set forth their hands hereby:

(Signature of Provider or agent)
Chad Chancellor
CEO, Next Move Group, LLC

(Signature of Client or agent)
Name
Title, Galveston County



Next Move Group
We Are Jobs

Galveston, Texas *Website Proposal*

www.thenextmovegroup.com

Bringing Site Selectors To Your Website. Literally.

THE ONLY SITE SELECTION FIRM WHICH INCLUDES A WEBSITE/MARKETING DIVISION FOR ECONOMIC DEVELOPMENT AGENCIES NEXT MOVE GROUP'S SITE SELECTORS:



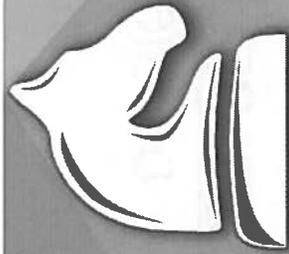
John Sisson
Executive Managing Director of Site Selection
Greenville, South Carolina

About John Sisson:

John has performed site selection and incentives negotiations worldwide over a 30 year career following time in corporate finance with Ford Motor Company and Mallinckrodt. He has negotiated over \$2 billion in incentives for his clients. His projects have spanned the Americas, Europe, Asia, and Africa.

John is a member of the Site Selectors Guild and a former member of the United States Air Force. John received a Masters of Science Degree in Economics from Wichita State University and Advanced Management Training from Dartmouth.

Sampling of Companies With Which John Has Worked
Projects During His Career:



Next Move Group Websites Site Selectors

THE ONLY SITE SELECTION FIRM WHICH INCLUDES A WEBSITE/MARKETING DIVISION FOR ECONOMIC DEVELOPMENT AGENCIES

NEXT MOVE GROUP'S SITE SELECTORS:



Chad Chancellor
CEO, Next Move Group
New Orleans, Louisiana

About Chad Chancellor:

Chad founded the Next Move Group after a successful stint as an economic developer in Mobile, Alabama; Lawrenceburg, Tennessee; and Paducah, Kentucky. It was during these days as an economic developer Chad realized there needed to be an economic development website solution that brings site selectors to help communities determine how to pitch their assets, thus the creation of our website division.

Chad primarily handles site selection efforts for mid-size clients of ours which have \$50-\$500 million in annual revenue.

Sampling of Companies With Which Chad Has Worked Projects During His Career:



Next Move Group Websites

Site Selectors



THE ONLY SITE SELECTION FIRM WHICH INCLUDES A WEBSITE/MARKETING DIVISION FOR ECONOMIC DEVELOPMENT AGENCIES NEXT MOVE GROUP'S SITE SELECTORS:



Alex Metzger
President, Next Move Group
St. Louis, Missouri

About Alex Metzger:

Alex is a founding member of the Next Move Group. He comes from a family of successful entrepreneurs having had family members own restaurants, grocery stores, and food processing plants. Prior to getting into the economic development industry, Alex owned his own website company in Kentucky.

Having a family history of successful entrepreneurship, Alex understands the unique challenges clients face as they make those quantum sales leaps from \$1 million, to \$2 million, to \$10 million, and so on. As such his primary role is to handle site selection clients for us with less than \$50 million in annual revenues.

Sampling of Companies With Which Alex Has Worked
Projects During His Career:



Next Move Group Websites

Site Selectors

OUR MOST RECENT SITE SELECTIONS:



Major Industrial Manufacturing Firm RedGuard chooses Hitchcock, TX

HITCHCOCK, GALVESTON COUNTY, TX, January 26, 2018 — The Hitchcock (TX) Industrial Development Corporation and the Galveston County Economic Development Division in association with the Greater Houston Partnership are proud to announce the successful recruitment of RedGuard to the Historic Birmo Base Industrial Park in Hitchcock.

At full operation, RedGuard expects to employ over 50 individuals in a variety of technical and support positions through the new Hitchcock location.

"We are excited and honored that RedGuard has selected Hitchcock as the location for its new facility," Galveston County Judge Mark Henry said. "As the newest member of our growing industrial family, we look forward to a long and rewarding partnership."

RedGuard manufactures blast resistant modular buildings for the petrochemical industry and is the leading authority in blast resistance. RedGuard provides safe, customizable and scalable modular buildings for a variety of industrial settings. The Wichita, Kansas based company has annual revenues exceeding \$50 million annually and looks forward to expanding their customer base from their new Hitchcock location.

Galveston County Director of Economic Development, Dr. C. B. "Bud" Rathbun said the site for the new facility on FM 2004 in Hitchcock was chosen by RedGuard because of its strategic location which is close to over \$50 billion in industry expansion projects that are currently underway. The location also provides access to the industrial and petrochemical corridors between Freeport, Texas City and the Houston Ship Channel.

"RedGuard is the perfect fit for Hitchcock and the new Hitchcock Industrial 2004 Corridor," Rathbun said. "Hitchcock provides reasonable priced land that is strategically located near the rapidly expanding petrochemical industry and progressive city leadership willing to partner with business and industry for mutual benefit."

Governor Nathan Deal
Office of the Governor

Deal: Polymer Logistics to create 110 jobs, invest \$4 million in Dublin
Nov 15, 2018

Gov. Nathan Deal today announced that his new legislation, a retail and manufacturing tax credit, will create 110 new jobs and invest more than \$4 million in Limerick Corp., the company will locate its new U.S.-based upstate and distribution center in Dublin.

"Business leaders in this state really know what they're doing when they seek to establish new jobs in our state," said Deal. "Georgia's strategic resources and skilled workforce really are a tremendous asset. Limerick's investment in the state will help us continue to attract new businesses to the global business community. We look forward to their success in the state."

Stay Connected

Facebook | Twitter | YouTube | Instagram | LinkedIn

SOUTH ALABAMIAN

Hydro-Gear to Expand Operations in Princeton

Princeton, Tenn. (AP) — Hydro-Gear, a leading manufacturer of industrial gear, is expanding its operations in Princeton, Tenn. The company is investing \$10 million in a new manufacturing facility in the city. The new facility will create 100 new jobs and increase the company's production capacity by 50 percent.

SOUTH ALABAMIAN

DRA grant provided for ISPC building

The building is being built by the ISPC and is being completed by the end of the year. The grant is being provided by the DRA and is being used to cover the cost of the building. The building will be used for the ISPC's operations and will create 100 new jobs.



Next Move Group Websites Site Selectors

How Are the Site Selectors Involved in Your Website?

Our Web Development Partner: Aha Creative



Next Move Group subcontracts the actual website design and technical work to Aha Creative based in Muscle Shoals, Alabama.

- Aha Creative was founded in 2004
- Aha Creative has served clients in more than 35 states
- Aha has won numerous "American Advertising Awards" in categories of video, web design, and print media.
- Aha is a full service advertising and marketing agency with a staff of nine people



Next Move Group Websites
Our Website Partner

Who Does What?



Next Move Group
We Are Jobs

- “Boots on the Ground” in Galveston
- Researches Demographic, Labor, and Business Data normally used in our site selection process in order to figure out your competitive advantages
- Marries the research with what we learn on our “Boots on the Ground” visits to provide a labor study, demographic study, and targeted industry study complete with attractive graphics built by our team to showcase your advantages by at the city level and regional level.
- Maps, graphics, and all the data will be built by our team and placed on the website by Aha Creative.



- Builds multiple design concepts of the look of the site for you to choose from
- Designs site in easy to use Content Management System and makes site Mobile Responsive
- Writes 90% of the Copy for the Site
- Builds Interactive Map
- Synchs PDF Generator and Multiple Language Translator into Site
- Provides Analytics and Training
- Integrates outside data sources and 3rd party applications within the site
- Manages social media integration



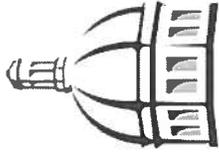
Next Move Group Websites

Who Does What?

Features of Your Website

3 IN 1 PRICE: WEBSITE, TARGETED INDUSTRY STUDY, LABOR/DEMOGRAPHIC STUDY ALL IN ONE

Economic Development
Research Institute



THE UNIVERSITY OF
SOUTHERN
MISSISSIPPI

By way of our university partnership we have Masters and Ph.D. economic development students who work to provide us data from the following databases to highlight the business and labor data which will sell your area best:

- EMSI
- Hoovers
- ESRI
- Claritas
- State Book
- IBIS

Once we receive this data, the site selectors pour over it to strategize the best data to use in promoting your strengths and we build the reports.



Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.networkstn.com

My Report PDF Generator



HOME ABOUT US TARGETED SECTORS COMMUNITY DATA INCI



Documents In Report:

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Print / Save

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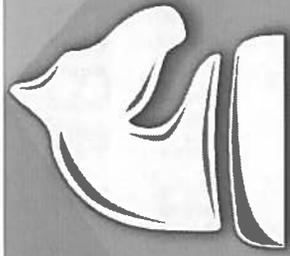
Colleges Universities

Print / Save

Remove

Total Documents: 2

Generate Report



Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.networkstn.com

Multiple Language Translator



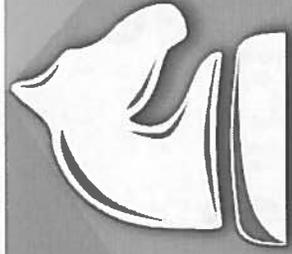
Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.networkstn.com

Support Services
Sullivan County Labor Shed

- 184 Electrical Contractors
- 125 Long-Distance Trucking Companies
- 98 Industrial Machinery and Equipment Merchants
- 83 Commercial Printers
- 67 Machine Shops
- 35 General Warehouse
- 35 Industrial Supply Wholesalers
- 29 Office Equipment Wholesalers
- 23 Fabricated Structural Metal Manufacturers
- 21 Industrial Building Contractors
- 16 Wood Container and Pallet Manufacturers
- 13 Tool and Die Companies
- 10 Electroplating, Polishing and Anodizing Manufacturers
- 9 Metal Coating and Engraving Manufacturers
- 9 Sheet Metal Work Manufacturers
- 7 Plate Work Manufacturers
- 7 Conveyor and Conveying Equipment Manufacturers



Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.networkstn.com

Integration of GIS Based Features Into the Site

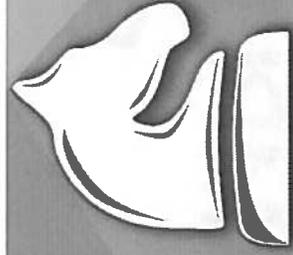


HOME ABOUT US DIRECTORIES COMPANIES PARTNERS PARTNER REGISTER BUILDING SITES QUALITY OF LIFE NEWS EVENTS

My Report

Home | Database & Sites

TVAsites.com
Real Estate Information for Real Estate



Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.mmmceda.com

Analytics

May 27 2016 - Jun 26, 2016

City	Acquisition		Behavior		Engagement		Avg. Session Duration
	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session		
1. Nashville	4,188 (135.62%)	74.98%	3,140 (199.36%)	57.88%	2.05 (2.05)	00:01:33 (00:01:33)	
2. Louisville	457 (14.57%)	78.32%	430 (13.87%)	52.28%	2.11 (2.11)	00:01:25 (00:01:25)	
3. Columbia	317 (9.91%)	58.66%	266 (8.57%)	45.51%	2.55 (2.55)	00:02:32 (00:02:32)	
4. Mexico	114 (3.54%)	72.06%	130 (4.27%)	41.64%	2.22 (2.22)	00:01:53 (00:01:53)	
5. Chapel Hill	113 (3.51%)	66.64%	98 (3.13%)	75.34%	1.55 (1.55)	00:00:33 (00:00:33)	
6. Atlanta	105 (3.25%)	72.07%	82 (2.61%)	59.44%	2.10 (2.10)	00:01:17 (00:01:17)	
7. Portland	84 (2.60%)	67.62%	71 (2.29%)	47.62%	2.06 (2.06)	00:01:12 (00:01:12)	
8. Saint Paul/Burlington	83 (2.58%)	64.02%	71 (2.29%)	45.24%	2.26 (2.26)	00:02:07 (00:02:07)	
9. Lawrenceburg	78 (2.43%)	53.43%	48 (1.49%)	95.19%	1.06 (1.06)	00:00:33 (00:00:33)	
10. Hurricane	71 (2.20%)	60.77%	43 (1.34%)	47.44%	2.12 (2.12)	00:02:09 (00:02:09)	



Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.mmceda.com

Newsletter Sign-Up

STAY CONNECTED

Email Address



Next Move Group Websites

Website Features

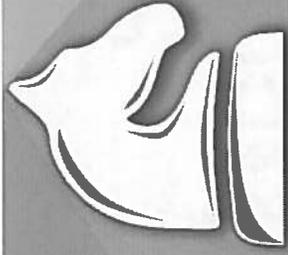
EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.lewisburgtn.gov

Social Media Integration



My Report



Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.lewisburgtn.gov

Targeted Industry Data

Our Automotive Cluster

- Recent Statistics in Kentucky
 - Automotive manufacturers in Kentucky County, announced on Aug. 11, 2011, the new version of the Kentucky 3.0 is a 19.7% to 22.0 million, indicative of the state's high economic performance.
 - Production of motor vehicles and other motor vehicles parts and accessories in Kentucky in 2011 is up 10.1% from 2010, according to the U.S. Department of Commerce.
 - Production of motor vehicles and other motor vehicles parts and accessories in Kentucky in 2011 is up 10.1% from 2010, according to the U.S. Department of Commerce.
- Customer Value of Auto Approvals in 2011 is up 10.1% from 2010, according to the U.S. Department of Commerce.
- Automotive manufacturers in Kentucky announced on Aug. 11, 2011, the new version of the Kentucky 3.0 is a 19.7% to 22.0 million, indicative of the state's high economic performance.
- Production of motor vehicles and other motor vehicles parts and accessories in Kentucky in 2011 is up 10.1% from 2010, according to the U.S. Department of Commerce.
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CRASHING KATHY
NICHIRIN



Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.lewisburgtn.gov

Labor Data

Below is a list of skilled labor within the Lewisburg Labor Shed

- 18,261 Team Assemblers
- 3,138 Inspectors, Testers, Sorters, Samplers, and Weighers
- 1,954 Welders
- 1,742 Diesel Engine Specialists
- 1,578 Cutting, Punching, and Press Machine Operators
- 1,508 Electrical and Electronic Equipment Assemblers
- 1,493 Industrial Machinery Mechanics
- 1,192 Machinists

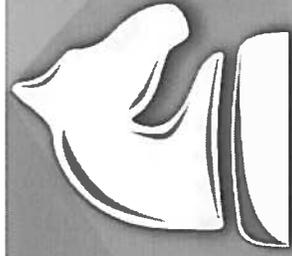


Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.lewisburgtn.gov

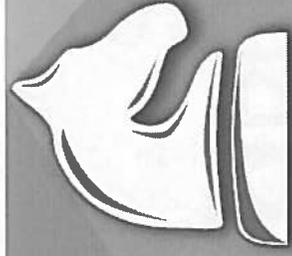
Graphics & Mapping



Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

All Our Websites Are Mobile Responsive



Next Move Group Websites
Website Features

EXAMPLES OF OUR FEATURES FROM SITES WE HAVE BUILT

www.selectwayne.com

Top Data Downloads

Top Data Downloads



Next Move Group Websites

Website Features

ADDITIONAL WEBSITE FEATURES:



- Content Management System- Site will use the most current version of Joomla which is Joomla 3.5. Note, Joomla constantly upgrades this system, as they do we always update to the next Joomla version. If we end up hosting your site, we will always keep the latest version of Joomla as your Content Management System. This will ensure your website is always compatible with Internet Explorer, Firefox, Chrome, and Safari.
- Training and Support- Our chief I.T. developer will come to Galveston twice within the first 30 days of launch to train your team, and we provide 24/7/365 support.



- Analytics and Traffic Reports- We will provide you with Google Analytics free of charge. For more detailed weekly reporting on ip addresses looking at your account we charge \$700/month.
- Security and Updates Provided- We have redundant levels of security monitoring with both in house and 3rd party security monitoring at the server level.
- Hosting- Basic packages start at \$480/year and can go as high as \$2,500/year based on your exact needs.



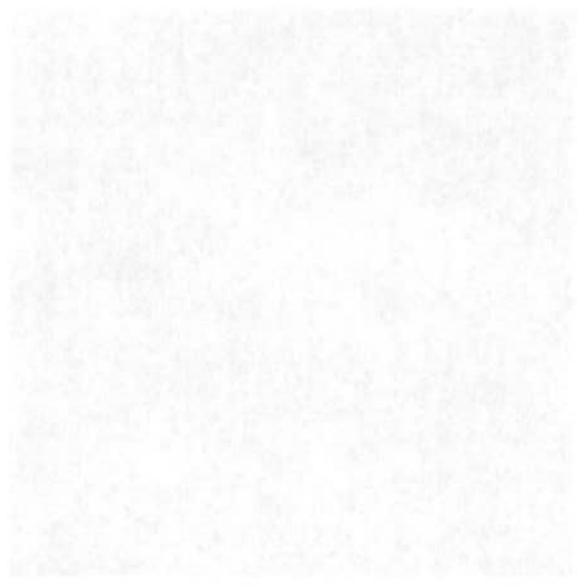
Next Move Group Websites
Website Features



Why Us?

People who find themselves looking for a new way to live their lives are often looking for a way to live that is more meaningful and more fulfilling. They are looking for a way to live that is more in line with their values and their beliefs. They are looking for a way to live that is more in line with the way they want to live.

1800-555-1234

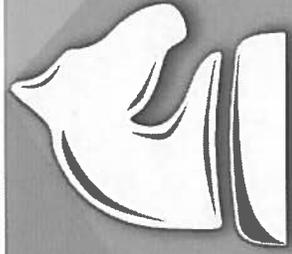
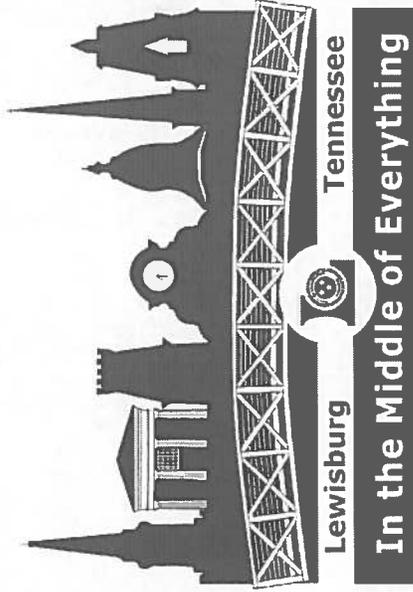


TESTIMONIAL

"THE MINUTE I SAW THE TARGETED DATA THE NEXT MOVE GROUP PLACES ON THE WEBSITES THEY DESIGN, I KNEW I WANTED THEM TO REBUILD OUR WEBSITE. MY WORRY WAS PERHAPS THEY WOULD BE TOO EXPENSIVE FOR OUR BUDGET. THE NEXT MOVE GROUP WORKED WITH US TO LITERALLY LET US PAY THEM OVER MULTIPLE FISCAL YEARS, SO WE COULD AFFORD OUR SITE, AND I HAVE RECEIVED NOTHING BY POSITIVE FEEDBACK FROM BOTH OUR CITIZENS AND PROSPECTS SINCE IT WAS LAUNCHED."



Greg Lowe
Economic Development Director
Lewisburg, Tennessee



Next Move Group Websites

Why Us?

TESTIMONIAL

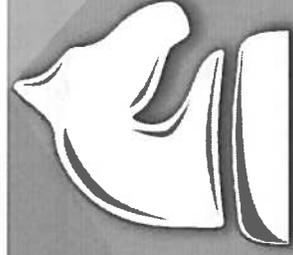
"THE NEXT MOVE GROUP GOES OUT OF THEIR WAY TO MAKE THE WEBSITE PROCESS AS EASY ON YOU AS POSSIBLE. AS CEO OF OUR ECONOMIC DEVELOPMENT ORGANIZATION, I SIMPLY DID NOT HAVE TIME TO SPEND HOURS WORKING ON THE WEBSITE. THEY GAVE US TOTAL CONTROL OF THE SITE BY WAY OF THEIR KICKOFF, MIDPOINT, AND FINAL MEETINGS WITHOUT MONOPOLIZING OUR TIME. THEY ALSO UPLOADED 95% OF THE CONTENT FOR THE SITE WHICH WAS A HUGE HELP TO US. LASTLY, THE TARGETED DATA THESE GUYS GAVE US IS PHENOMENAL. THEY GET IT, AND THEY WILL HELP YOU BE SUCCESSFUL. CHOOSING THE NEXT MOVE GROUP FOR OUR WEBSITE WAS ONE OF OUR BEST DECISIONS."



Clay Walker

CEO

**Networks Sullivan Partnership
(Kingsport/Bristol, Tennessee,
Economic Development)**



Next Move Group Websites

Why Us?

TESTIMONIAL

"THE DATA PROVIDED BY THE NEXT MOVE GROUP MAKES COMPLETING RFPS A BREEZE. THEY ORGANIZE LITERALLY EVERY REASON A TARGETED BUSINESS SHOULD CHOOSE YOUR AREA IN A COMMON SENSE, EASY TO UNDERSTAND WAY THAT HELPS YOU SELL."

MONROEVILLE
MONROE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY



Glen Haab

Executive Director

MMCEDA

*(Monroeville/Monroe County, Alabama
Economic Development Authority)*



Next Move Group Websites

Why Us?

TESTIMONIAL

"WHILE THE NEXT MOVE GROUP DIDN'T BUILD OUR WEBSITE, THEY DID PROVIDE US A TARGETED RECRUITING STRATEGY WITH WHICH WE ARE VERY HAPPY! WHAT DREW ME TO THE NEXT MOVE GROUP WAS THEIR TRACK RECORD OF CREATING JOBS IN SMALL TOWNS. THEY NOT ONLY UNDERSTAND SMALL TOWN ECONOMIC DEVELOPMENT, THEY HAVE A PASSION FOR IT! WE ARE ALREADY LOOKING FORWARD TO WORKING WITH THE NEXT MOVE GROUP ON FUTURE PROJECTS."



Amanda Davenport
Economic Development Director
Pilot Point, Texas



Pilot Point
— T E X A S —
POINTING THE WAY SINCE 1845



Next Move Group Websites

Why Us?

Experience

With 20 years of professional experience in the field of business development, I have worked for several leading companies in the technology sector. My role involves identifying new market opportunities, building strategic partnerships, and driving revenue growth. I have a proven track record of exceeding sales targets and launching successful new products. My expertise includes market research, competitive analysis, and sales strategy development. I am a highly motivated and results-driven professional who thrives in a fast-paced environment. I am currently seeking a challenging role where I can leverage my skills and contribute to the success of a dynamic organization.

1234567890

OUR EXPERIENCE



About John Sisson:

- 30 Years In Site Selection
- 30 Years of Targeted Industry, Incentives, Economic Development Strategies
- Fortune 500 Clients: AT&T, Shell Oil, GM, Conoco, Lowe's, etc.



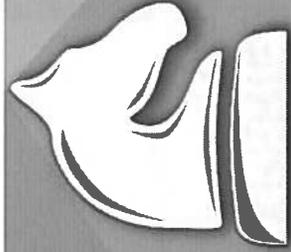
About Chad Chancellor:

- 12 Years in Economic Development
- Economic Developer in Mobile, Alabama; Lawrenceburg, Tennessee; and Paducah, Kentucky; prior to Founding Next Move Group
- Services 42 clients since 2014 with Next Move Group

A stylized, handwritten-style logo that says "Aha!" in a large, bold, black font.

About Aha:

- Marketing/Advertising/Website Development since 2004



Next Move Group Websites

Experience

OUR EXPERIENCE (ADDITIONAL NEXT MOVE GROUP CONSULTANTS WHICH WILL LIKELY TOUCH THIS PROJECT)



**Jeff Taylor, Next Move Group
Community Development
Consultant**

- 31 Years in TVA Electric Power's Economic Development
- Certified as Economic Development Finance Professional



**Kay Brockwell, Future Focus Community & Economic
Development Solutions, CEO (part owned by Next Move Group):**

- 20 Years in Economic Development Leadership Academy Graduate
- Harvard University Kennedy School of Government Post-graduate economic development courses in: real estate, finance, strategic planning, and marketing via the International Economic Development Council



Next Move Group Websites

Experience

AHA'S TECHNICAL TEAM

Huyen Le - Art Director & Graphic Designer

- 25 years experience in advertising and graphic design
- Graduate of College of Notre Dame of Maryland – English and Graphic Design
- Skillsets include graphic design, branding, illustration, copywriting
- Award-winning designer – including corporate identity, branding, print collateral, and copywriting

Marisa Keris - Graphic Designer

- Graduate Rhode Island School of Design – Fine Arts degree
- 10 years experience in design
- Responsibilities include graphic design for print and initial concept design for web

Ashley Hovater - Graphic Designer & Social Media Coordinator

- Graduate University of Alabama – Graphic Arts degree
- 20 years experience in design
- Responsibilities include graphic design for print and initial concept design for web, and coordination of Social Media management channels

Jaclyn Jones - Lead Front End Web Developer

- Certified Web Developer
- Responsibilities include development of site concepts into working websites
- Fluent in code languages
- Heads custom functionality development

Jordan Simmons - Front End Web Developer

- Certified Web Developer - BA University of North Alabama
- Responsibilities include development of site concepts into working websites
- Fluent in code languages
- Assists in custom functionality development

Matt Treiber – Front End Developer and CMS Trainer

- Responsible for site functionality and troubleshooting
- CMS client trainer

Lori Partain – Social Media Coordinator, Copywriter, and Federal/State Liaison

- Degree in Composition
- Coordinates Social Media campaigns and postings for various clients
- Communicates with Federal and State providers as agency liaison



Next Move Group Websites

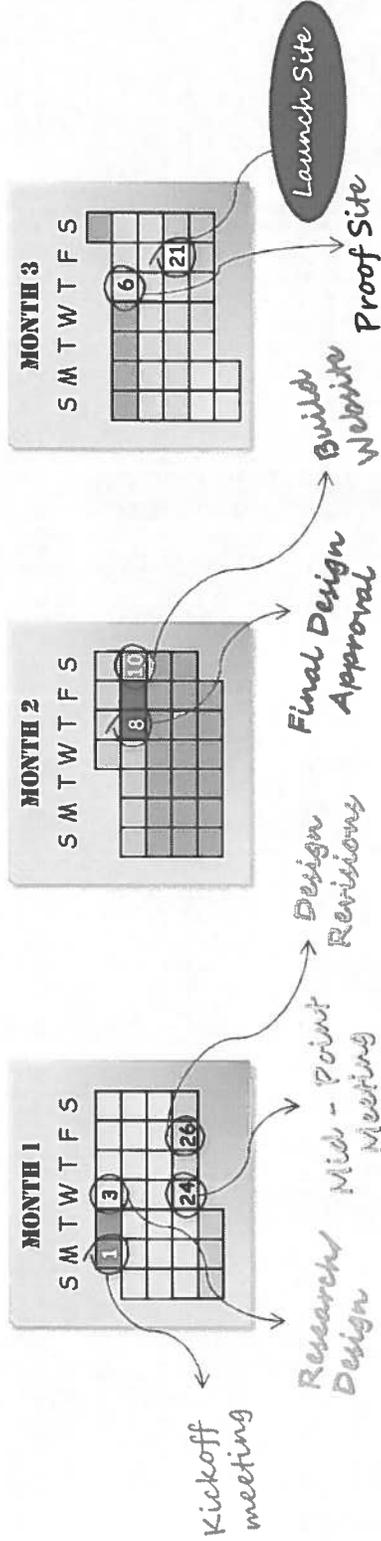
Experience

OUR TEAM HAS SUCCESSFULLY COMPLETE ECONOMIC DEVELOPMENT WORK WITH ALL THESE ENTITIES DURING OUR CAREERS, PLUS MANY MORE



Next Move Group Websites
Experience

Timeline



- | | | | | | | | |
|--|--|--|---|--|---|--|---|
| <p>1 Kickoff Meeting</p> <p>Typically a 1-2 hour meeting where we get your 3 designs based on your initial input on design (we have more than 1,000 design options), layout, content, targeted business sectors</p> | <p>2 Research/Design</p> <p>Over the next 3 weeks we build our targeted business and labor strategies</p> | <p>3 Mid-Point Meeting</p> <p>Another 1-2 hour meeting where we present you with our targeted business sectors for your approval, present you with a list of items we will need from you for the website (for instance you want building codes and stormwater on the site), we get your thoughts on our three designs</p> | <p>4 Design Revisions</p> <p>We then take your feedback and create a customized design for your website.</p> | <p>5 Final Design Approval</p> <p>After making our revisions, we get you to sign off on a final site design</p> | <p>6 Build Website</p> <p>We then take approximately 1 month to build the website, design graphics, upload our targeted industry data, etc</p> | <p>7 Proof Site</p> <p>We then meet to show you the website. We give you 2 weeks to proof the site and make any changes necessary before taking the site live</p> | <p>8 Launch Site</p> <p>We launch the website!</p> |
|--|--|--|---|--|---|--|---|



OUR DEVELOPMENT TIMELINE

WE WANT YOUR BUSINESS

Pricing:
• \$34,325

- Plus, hosting on an annual basis to be determined once we understand your exact needs, as we have packages which range from \$400/year to \$2,500/year.



Next Move Group

We Are Jobs

www.thenextmovegroup.com

Chad Chancellor

Founder/CEO

New Orleans Office

504-648-7716

chad@thenextmovegroup.com

1015-2010-100

AGRICULTURA, JORNAL DE AGRICULTURA
LUGAR DE LA MANZANILLA
MEXICO, MICHUAN
PREP. JUAN CARLOS HERNANDEZ
MEXICO, MICHUAN

1015-2010-100
LUGAR DE LA MANZANILLA

MEXICO, MICHUAN

1015-2010-100

AGRICULTURA, JORNAL DE AGRICULTURA
LUGAR DE LA MANZANILLA
MEXICO, MICHUAN



AGENDA ITEM #11.



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

To Be Completed By Department							
1. Date of Request: 10/27/16		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. Department Name: Facilities				5. Department Contact: Dudley			
6. Description: 722 Moody Renovations for ADA Compliance							
7. IFAS PEID No: 718385		8. IFAS Req No:		9. Orgkey: 1101170104		10. Object Code: 5702000	
11. Vendor: General Contractor Services				12. Vendor Contract No:			
13. Requested Legal Review: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (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	153,689	59,104				
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: 11/8/16		Auto Renewal Contract: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			Bid No: B161032		
Contract End Date: 5/7/17		Contract # Issued By Purchasing: CM16272			Form 1295 Certificate #: 2016-114373		

Approved By:	Signature	Date
Department Head:	<i>James D. Anderson</i>	10/27/2016
Purchasing Agent:	<i>[Signature]</i>	10-27-2016
County Legal:	<i>[Signature]</i>	10/27/2016
Contract Listed in Budget Documentation: YES NO		
County Budget Office:	<i>[Signature]</i>	10/31/16
Budget Available and Funds are/will be Available <input checked="" type="checkbox"/> YES NO		
County Auditor:	<i>[Signature]</i>	10/31/16

722 Moody Renovations for ADA Compliance

Agreement between Galveston County and Contractor

Agreement for: 722 Moody Renovations for ADA Compliance

This contract is entered into between Galveston County and the Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Proposal

Contract No: CM16272

Proposal #: B161032

Contractor: General Contractor Services, Inc.
8400 La Porte Road
Houston, Texas 77012

Galveston County Authorized Representative: J. Dudley Anderson, County Architect

Article I.

The Work

Section 1.01 The Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Contractor are as follows:

- General construction for 722 Moody Renovations for ADA Compliance

Section 1.02 The Contractor shall be held accountable for the following Project related responsibilities: furnish all labor and supervision; furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling; do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect or Engineer; and furnish all necessary information, shop drawings, details, samples, brochures, etc. For Owner/Architect or Engineer approval, as may be required.

Article II.

Time of Commencement and Completion

Section 2.01 The Contractor shall start the work upon 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 substantially complete within 180 calendar days of the start of construction.

Section 2.02 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 Galveston County's authorized Representative. In the event the Contractor should fail to maintain Galveston County's authorized Representative's progress

722 Moody Renovations for ADA Compliance

schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram 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.

Section 2.03 Time is of the essence in this Agreement.

Article III.

The Contract Sum

Section 3.01 Galveston County agrees to pay the Contractor for the satisfactory performance of his work the total sum of:

Fifty nine thousand one hundred four dollars..... (\$59,104.00)

payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows:

Section 3.02 On the established day of each month, the Contractor shall deliver to Galveston County through Galveston County's authorized Representative a detailed statement acceptable to Galveston County's authorized Representative, and if required, supported by receipts, vouchers, etc. showing values of all materials delivered and work completed up to the established billing date for which payment is requested. Monthly and final payments will be made to the Contractor from Galveston County. It is specifically understood and agreed that prior to submission of the first statement, the Contractor will deliver to Galveston 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 Galveston County's authorized Representative, this schedule of values will be used as a basis for checking the Contractor's monthly statement.

Section 3.03 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.

Section 3.04 0% - None of each payment will be retained, unless specific provisions to the contrary are indicated in the contract documents.

Section 3.05 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.

Section 3.06 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

722 Moody Renovations for ADA Compliance

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.

The Contract Documents

Section 4.01 The contract documents consist of this Agreement and any exhibits attached hereto; Proposal Documents, Proposal Form, General Conditions of the Contract, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Contractor and agreed upon by the parties.

Section 4.02 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.

Section 4.03 Contract documents are available, at reasonable times, at the office of Galveston County's authorized Representative for examination by the Contractor.

Section 4.04 No extra work shall be performed under this Agreement, except upon receipt of a written order from Galveston County's authorized Representative or Galveston County.

The Project Manual and Drawings are enumerated as follows:

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

Insurance and Indemnity

Section 4.05 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. 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 and in accordance with the attachment to this Agreement. 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, as to carrying insurance and furnishing certificates, shall not relieve the Contractor of its liabilities and obligations.

Section 4.06 For ten (\$10.00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Galveston County, Galveston County's authorized Representative, the Architect or Engineer, and all of their agents and employees 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

722 Moody Renovations for ADA Compliance

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 act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor 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 Galveston County's authorized Representative, or any of its 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 5.02 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.

Section 4.07 The obligations of the Contractor, under paragraph 5.02, shall not extend to the liability of the Architect or Engineer, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect or Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 4.08 The Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Contractor pursuant to paragraph 5.02 above.

Article V.

Performance Bond and Labor and Material Payment Bond

Section 5.01 The Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on statutory bond forms naming Galveston County as Obligee. Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney. The bonds are to be delivered with this executed Agreement.

Article VI.

Warranty

Section 6.01 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. If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County. 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

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Article VII.

Changes in the Work

Section 7.01 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 documents

Section 7.02 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.

Section 7.03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8.01 above, shall be made on the basis of one of the following methods:

- a) 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
- b) by unit prices stated in the contract documents, or
- c) 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
- d) by the method provided in subparagraph 8.04.

Section 7.04 If none of the above methods set forth in clauses 8.03 (a), 8.03 (b), 8.03 (c) is agreed upon, the Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved. The cost of such work shall be determined by Galveston 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 clauses 8.03 (c) and 8.03 (d) above, the Contractor shall keep and present, in such form as Galveston 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 Galveston 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 Galveston County. When both additions and credits covering related work

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or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.

Section 7.05 Owner's Audit

- a) Owner's duly authorized representative shall have access, at all reasonable times, to all Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Contractor's net cost of change or for any other reasonable purpose. Owner's representative shall have the right to reproduce any of the aforesaid documents. Contractor shall preserve, and shall cause its Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work.

Section 7.06 For work performed by a Sub-Contractor, the Contractor will be allowed to add 5% only and said Sub-Contractor mark-up shall not exceed the agreed upon percentages noted in Article XI for overhead and profit

Article VIII.

Contractor Responsibilities

Section 8.01 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

Section 8.02 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.

Section 8.03 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Galveston County's authorized Representative, and Architect or Engineer harmless from loss on account thereof, except that Galveston 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, he shall be responsible for such loss unless he promptly gives such information to Galveston County.

Section 8.04 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

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performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Contractor, to provide any such labor, equipment,, and 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 Galveston County shall also be at liberty to terminate the employment of the Contractor. Consequently, Galveston 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 discontinuance of the employment, 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 Galveston County in finishing the work, such excess shall be paid by Galveston County to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to Galveston County. The expense incurred by Galveston 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

Section 8.05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Contractor. 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. Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Contractor

Section 8.06 The Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and Galveston 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.

Section 8.07 In the event the Contractor after a 24-hour written notice from Galveston County, Galveston 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, Galveston County shall undertake these obligations and charge the cost of same to the Contractor's account without further notice to the Contractor.

Section 8.08 The Contractor agrees to notify Galveston County's authorized Representative's representative on the jobsite of all accidents which may occur to persons or property and shall provide Galveston County's authorized Representative's 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

Section 8.09 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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Section 8.10 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 written consent of the Owner and Galveston County's authorized Representative. In the event of such a consent, a Sub-Contractor must comply with all the requirements of this Agreement.

Section 8.11 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

Section 8.12 The Contractor shall submit to Galveston 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 Galveston 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 Galveston County's authorized Representative immediately upon learning of a change of status of any material, equipment, or supplies

Section 8.13 The Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 8.14 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of Galveston County's authorized Representative and other trades in order to maintain construction progress schedules, as established by Galveston County's authorized Representative. In the event that his force is, in the judgment of Galveston 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 Galveston County. If for reasons not already stated, Galveston County's authorized Representative requires and directs the Contractor to work overtime, including Saturdays, Sundays or Holidays, the Contractor will be reimbursed the net premium rate only. The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit.

Section 8.15 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 Galveston County's authorized Representative's satisfaction before initiating any work

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Section 8.16 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 condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 8.17 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Galveston County's authorized Representative, or the Architect or Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner or Galveston County's authorized Representative, or by any other cause which Galveston County's authorized Representative determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as Galveston County's authorized Representative and Owner may determine.

Section 8.18 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

Section 8.19 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, attorneys 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.

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Article IX.

Galveston County's authorized Representative Responsibilities

Section 9.01 Galveston County's authorized Representative will be the Owner's representative and will administer the contract as described in the contract documents. Galveston County's authorized Representative will advise and consult with the Owner. Galveston County's authorized Representative will have authority to act on behalf of the Owner to the extent provided in the contract documents, as they may be modified by change order in accordance with other provisions of the agreement

Section 9.02 The Contractor agrees to perform the work under the general direction and coordination of Galveston County's authorized Representative in accordance with the contract documents. Any directive given by Galveston County's authorized Representative shall be binding on the Contractor.

Section 9.03 Galveston County's authorized Representative, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the agreement, and undertake any action with respect to the Contractor, that the Owner is entitled to undertake.

Section 9.04 Galveston 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 X.

Equal Opportunity

Section 10.01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin. The Contractor will comply with all provisions of Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U.S.C. 4212) and their implementing regulations at 41 CFR Chapter 60.

Article XI.

Alterations

Section 11.01 Refer to the Proposal Form for the overhead and profit allowable under Article 8.03. A, 8.03 B, 8.03 C:

10% Overhead

10% Profit

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Article XII.

Complete Agreement

Section 12.01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 12.02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

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This Contract is issued pursuant to award made by Commissioners' Court on October 10, 2016. (agenda item 32.a.1)

EXECUTED this October 25, 2016.

COUNTY OF GALVESTON, TEXAS

BY:

Mark Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

CONTRACTOR

GENERAL CONTRACTOR SERVICES, INC.

BY:

 President

Signature - Title

Pamela Teltschick

Printed Name

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.
General Contractor Services, Inc.
Houston, TX United States

Certificate Number:
2016-114373

Date Filed:
09/20/2016

Date Acknowledged:
10/27/16

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

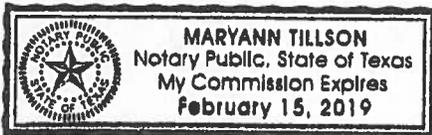
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Proposal #B161032
722 Moody Renovations for ADA Compliance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Teltschick, Pamela	Galveston, 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.



Pamela Teltschick
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said PAMELA TELTSCHICK, this the 27th day of September 20 16, to certify which, witness my hand and seal of office.

Maryann Tillson
Signature of officer administering oath

MARYANN TILLSON
Printed name of officer administering oath

SAFETY COORDINATOR
Title of officer administering oath

SureTec Insurance Company

1330 Post Oak Boulevard, Suite 1100
Houston, Tx 77056
713-812-0800

TEXAS STATUTORY PERFORMANCE BOND

Bond No.: 4408657

KNOW ALL MEN BY THESE PRESENTS:

THAT, General Contractor Services, Inc. (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Galveston County (hereinafter called the Obligee), in the amount of Fifty Nine Thousand One Hundred Four and 00/100 Dollars (\$59,104.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 25th day of October, 2016 for 722 Moody Renovations for ADA Compliance, Proposal #B161032, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 25th day of October, 2016

Principal: General Contractor Services, Inc.

By: 

Surety: **SureTec Insurance Company**

By: 
Kevin McQuain Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

SureTec Insurance Company

1330 Post Oak Boulevard, Suite 1100
Houston, Tx 77056
713-812-0800

TEXAS STATUTORY PAYMENT BOND (Public Works)

Bond No.: 4408657

KNOW ALL MEN BY THESE PRESENTS:

THAT, General Contractor Services, Inc. (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Galveston County (hereinafter called the Obligee), in the amount of Fifty Nine Thousand One Hundred Four and 00/100 Dollars (\$59,104.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

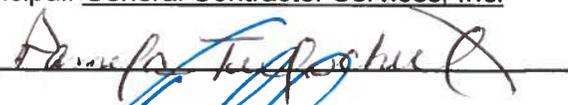
WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 25th day of October, 2016 for 722 Moody Renovations for ADA Compliance, Proposal #B161032 which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 25th day of October, 2016

Principal: General Contractor Services, Inc.

By: 

Surety: **SureTec Insurance Company**

By: 

Kevin McQuain Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rosalyn D. Hassell, Scott D. Chapman,
Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Keith M. Illa, Cheryl R. Colson, Timothy J. Maley

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

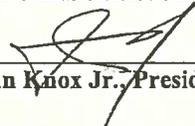
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 24th day of August, A.D. 2016

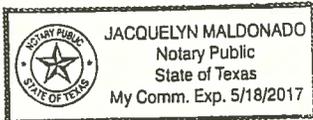
SURETEC INSURANCE COMPANY

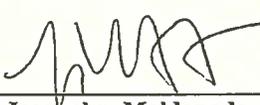
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

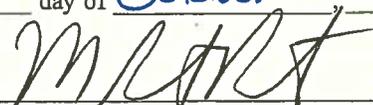
On this 24th day of August, A.D. 2016 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25th day of October, 2016, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

AGENDA ITEM #12.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department			
1. Date of Request: 9/28/15	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes No	
4. Department Name: Parks & Cultural Services		5. Department Contact: Julie Diaz	
6. Description: Contract agreement for installation of power poles for new 64 Acre Park			
7. IFAS PEID No: 407782	8. IFAS Req No:	9. Orgkey: 3271529215	10. Object Code: 5732000
11. Vendor: CenterPoint		12. Vendor Contract No:	
13. Requested Legal Review: No, same contract as used in previous fiscal years Yes / No (Explain if No) 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
64 Acre Park	3271529215	2,490,126.61	13,594				
22. Totals:		2,490,127	13,594	-	-	-	-

To Be Completed By Purchasing Department		
Contract Start Date: 11/1/16	Auto Renewal Contract: Yes No	Bid No: N/A
Contract End Date: 12/31/16	Contract # Issued By Purchasing: CM17050	

Dates are estimated

Approved By:	Signature	Date
Department Head:		10/31/2016
Purchasing Agent:		11-1-2016
County Legal:		11/01/2016
Contract listed in Budget Documentation YES NO		
County Budget Office:		11/1/16
Budget Available and Funds are/will be Available: YES NO		
County Auditor:		11/1/16



**SERVICE OUTLET LOCATION AND DATA STATEMENT
FOR ELECTRIC SERVICE**

Submit

CNP 79 (5-2007) Page 1 of 3

CUSTOMER Galveston County	DAY PHONE
SERVICE ADDRESS 4833 10th Street, Bayliff, TX 77518	EVENING PHONE
MAILING ADDRESS	PAGER
ELECTRICIAN	CELL PHONE (713) 622-0120

Dear Customer,

CenterPoint Energy Houston Electric, LLC is grateful to meet with you on, _____ to discuss the requirements needed to provide you electric service.

<ul style="list-style-type: none"> CenterPoint Energy Construction Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO The following steps must be complete prior to construction: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Pay any up-front contributions for non-standard service \$ <u>13,594.00</u> <input checked="" type="checkbox"/> Clear trees along extension route <input type="checkbox"/> Easement charges \$ _____ <input checked="" type="checkbox"/> Easement execution 	<p>To begin the process we request that you provide the following information:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Site Plan and Elevation Plan: Hard Copies <input type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates <input type="checkbox"/> One Line Diagram <input type="checkbox"/> Load Analysis <input type="checkbox"/> Easements Required-Recorded Warranty Deed Required <input type="checkbox"/> Specifications on Modular Metering Enclosure.
--	--

The following steps must be completed prior to meter installation:

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Installation of meter pole or weather head (as located on sketch)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Obtain city or county permit - For contact information, call 713-207-2222 or 1-800-332-7143, or visit the website http://www.centerpointenergy.com/houston/builders
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Obtain an ESI ID# for your account - Either you the customer or your Competitive Retailer can get this number by calling 713-207-2222 or 1-800-332-7143
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Choose a Competitive Retailer - For listing, visit the website http://www.powertochoose.org or call 1-866-PWR-4-TEX (1-866-797-4839)

CenterPoint Energy Houston Electric, LLC's target completion date to provide your construction requirements, per the working sketch, is a mutually agreed upon negotiated date by CenterPoint Energy and customer. *Please be aware our ability to meet the target completion date may be affected by weather, availability of construction crews and materials, ability to secure easements, and timely completion of your requirements (see above).*

We appreciate the opportunity to do business with you and look forward to the successful completion of this project. Your signature below insures that both parties understand the requirements toward completion that will allow you electrical service. Thanks for your cooperation in this matter.

Sincerely,

Service Consultant

SERVICE CONSULTANT TAYLOR MESECHER	PHONE NUMBER (409) 765-4103
ADDRESS 502 27TH ST, GALVESTON, TX	
E-MAIL ADDRESS TAYLOR.MESECHER@CENTERPOINTENERGY.COM	
CUSTOMER'S SIGNATURE	
CUSTOMER'S PRINTED NAME	DATE

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will Customer have Back-up Generation?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will Customer have Motor Greater than 250 HP?
		APPLICABLE FORMS
		<input type="checkbox"/> Power Quality
		<input type="checkbox"/> Primary Meter
		<input type="checkbox"/> Motor Start
		<input type="checkbox"/> Emergency Generation
		<input type="checkbox"/> Distributed Generation
		<input type="checkbox"/> Major UG Checklist

GENERAL SERVICE <input type="checkbox"/> 1Ø 3W 120/208 <input type="checkbox"/> 1Ø 3W 120/240 <input type="checkbox"/> 3Ø 4W Δ 240V <input type="checkbox"/> 3Ø 4W Y 120/208V <input checked="" type="checkbox"/> 3Ø 4W Y 277/480V* *10 X 26 PT can mounted on 480V Service? <input type="checkbox"/> 3Ø 3W Δ 480V* *1-1/4" conduit connecting CT & PT can run? <input type="checkbox"/> Primary Metering Job <input type="checkbox"/> Major UG Job <input type="checkbox"/> Other: (Explain) _____ _____		SERVICE TYPE FT ² _____ <input checked="" type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric Size Wire Pulled _____ Cust's Load 1 Ø _____ +3Ø <u>277/480</u> = <u>127</u> Total KVA Fault Current: Initial <u>10,700</u> Ultimate <u>86,000</u> Amperes RMS Symmetrical at <u>277/480</u> Volts	
CT CAN TYPE <input checked="" type="checkbox"/> 320 Amp (self contained) <input type="checkbox"/> 30 X 42 <input type="checkbox"/> Bus Head Outdoor <input type="checkbox"/> Bus Head with CT Can <input type="checkbox"/> Stainless Steel Rack <input type="checkbox"/> Primary Job	CONDUITS ON POLE Size of Conduit _____ No. of Conduits _____	For Information Regarding: CenterPoint Energy service standards visit www.centerpointenergy.com/electricservicesstandards or For Gas service call (713) 659-2111	

COMMENTS OR NOTES
 ALL METERING MUST MEET CURRENT CNP STANDARDS.

ILLUSTRATION

LEGEND

X Proposed Pole

○ Existing Pole

□ Meter Pole

----- Proposed Wire

**TEXAS LAW AN ACT
TEXAS HEALTH AND SAFETY CODE TITLE 9**

CHAPTER 752 - Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

SECTION 001. DEFINITIONS

- (1) "High voltage" means more than 600 volts measured between conductors or between a conductor and the ground.
- (2) "Overhead line" means a bare or insulated electric conductor installed above ground but does not include a conductor that is de-energized and grounded or that is enclosed in a rigid metallic conduit.

SECTION 002. EXEMPTION FOR CERTAIN EMPLOYEES AND ACTIVITIES

(A) This chapter does not apply to the construction, reconstruction, operation, or maintenance by an authorized person of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment that are part of a rail transportation system, an electrical generating, transmission, or distribution system or a communication system.

(B) In this section, "authorized person" means:

- (1) an employee of a light and power company, an electric cooperative, or a municipality working on his employer's electrical system;
- (2) an employee of a transportation system working on the system's electrical circuits;
- (3) an employee of a communication utility;
- (4) an employee of a state, county, or municipal agency that has authorized circuit construction on the poles or structures that belong to an electric power company, an electric cooperative, a municipal or transportation system, or a communication system;
- (5) an employee of an industrial plant who works on the plant's electrical system; or
- (6) an employee of an electrical or communications contractor who is working under the contractor's supervision.

SECTION 003. TEMPORARY CLEARANCE OF LINES

(A) A person, firm, corporation, or association responsible for temporary work or a temporary activity or function closer to a high voltage overhead line than the distances prescribed by this chapter must notify the operator of the line at least 48 hours before the work begins.

(B) A person, firm, corporation, or association may not begin the work, activity, or function under this section until the person, firm, corporation, or association responsible for the work, activity, or function and the owner or operator, or both, of the high voltage overhead line have negotiated a satisfactory mutual arrangement to provide temporary de-energization and grounding, temporary relocation or raising of the line, or temporary mechanical barriers to separate and prevent contact between the line and the material or equipment or the person performing the work, activity or function.

(C) The person, firm, corporation, or association responsible for the work, activity, or function shall pay the operator of the high voltage overhead line the actual expense incurred by the operator in providing the clearance prescribed in the agreement. The operator may require payment in advance and is not required to provide the clearance until the person, firm, corporation, or association responsible for the work, activity, or function makes the payment.

(D) If the actual expense of providing the clearance is less than the amount paid, the operator of the high voltage overhead line shall refund the surplus amount.

SECTION 004. RESTRICTION ON ALL ACTIVITIES NEAR LINES

(A) Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not perform a function or activity on land, a building, a highway, or other premises if at any time it is possible that the person performing the function or activity may:

- (1) move or be placed within six feet of a high voltage overhead line while performing the function or activity; or
- (2) bring any part of a tool, equipment, machine, or material within six feet of a high voltage overhead line while performing the function or activity.

(B) A person, firm, corporation, or association may not require an employee to perform a function or activity prohibited by Subsection (A).

SECTION 005. RESTRICTION ON OPERATION OF MACHINERY AND PLACEMENT OF STRUCTURES NEAR LINES

Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not:

- (1) erect, install, transport, or store all or any part of a house, building, or other structure within six feet of a high voltage overhead line;
- (2) install, operate, transport, handle, or store all or any part of a tool, machine, or equipment within six feet of a high voltage overhead line; or
- (3) transport, handle, or store all or any part of supplies or materials within six feet of a high voltage overhead line.

SECTION 006. RESTRICTION ON OPERATION OF CERTAIN MACHINERY OR EQUIPMENT

(A) A person, firm, corporation, or association, individually, through an agent or employee, or as an agent or employee, may not operate a crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus any part of which is capable of vertical, lateral, or swinging motion unless:

- (1) a warning sign is posted and maintained as prescribed by Subsections (B) and (C);
- (2) an insulated cage-type guard or protective device is installed about the boom or arm of the equipment, except a backhoe or dipper; and
- (3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator link on the lift hook connection.

(B) The warning sign required by Subsection (A) (1) must be a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering that reads:
"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES."

(C) The warning sign must be legible at 12 feet and placed:

- (1) within the equipment so that it is readily visible to the equipment operator while at the equipment controls; and
- (2) on the outside of the equipment in the number and location necessary to make it readily visible to a mechanic or other person engaged in the work.

(D) Notwithstanding the distance limitations prescribed by Sections 752.004 and 752.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association may not operate all or any part of a machine or equipment described by this section within 10 feet of a high voltage overhead line.

SECTION 007. CRIMINAL PENALTY

(A) A person, firm, corporation, or association or an agent or employee of a person, firm, corporation, or association commits an offense if the person, firm, corporation, association, agent, or employee violates this chapter.

(B) An offense under this section is punishable by a fine of not less than \$100 or more than \$1,000, confinement in jail for not more than one year, or both.

SECTION 008. LIABILITY FOR DAMAGES

If a violation of this chapter results in physical or electrical contact with a high voltage overhead line, the person, firm, corporation, or association that committed the violation is liable to the owner or operator of the line for all damages to the facilities and for all liability that the owner or operator incurs as a result of the contact.

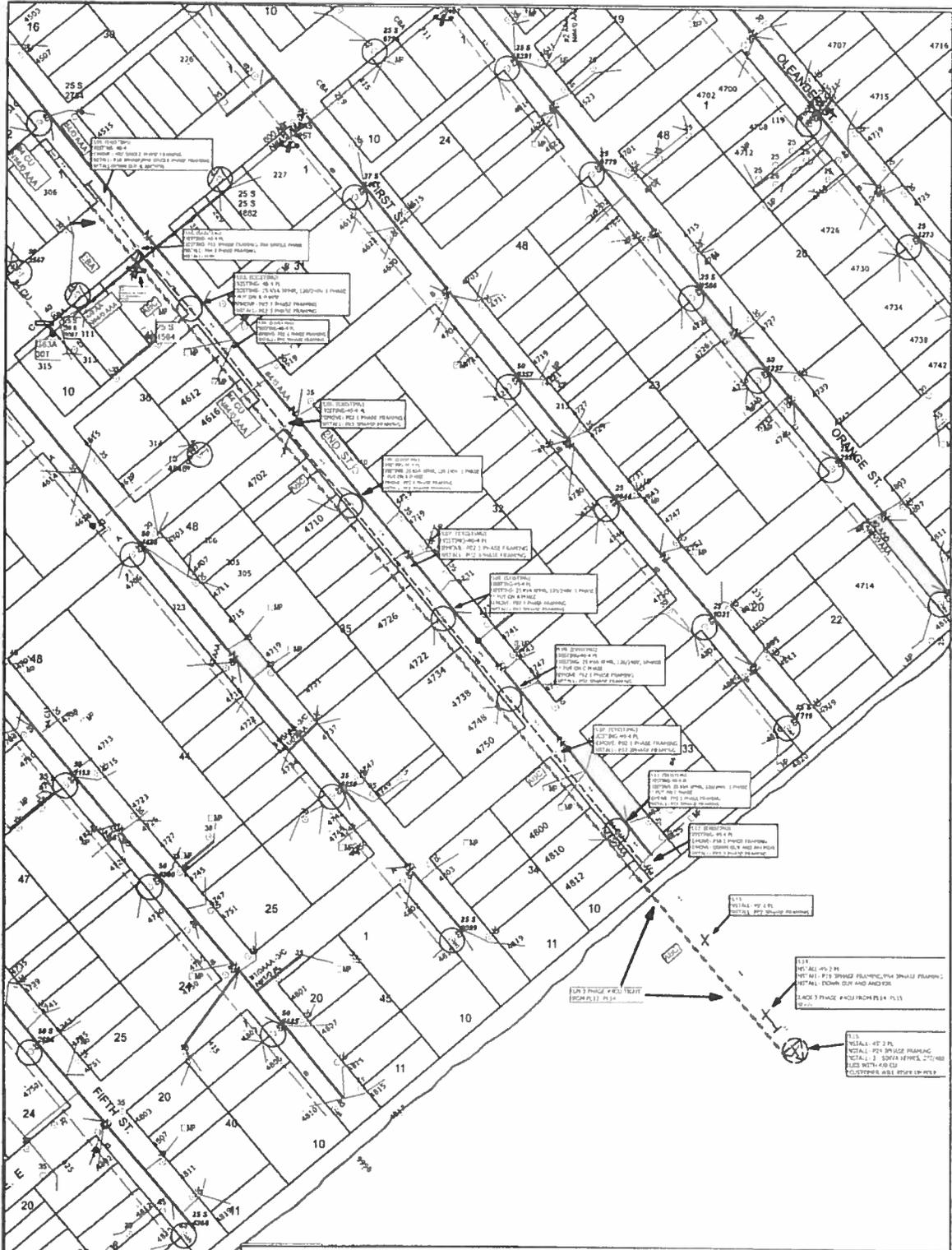
Acts 1989, 71st Leg., ch. 678, [[1, eff. Sept. 1, 1989

Prior Laws:

Acts 1971, 62nd Leg., p. 76, ch. 41.

Vernon's Ann. Civ. St. art. 1436c, [[7(B).

This is only a part of the entire act. The complete act is available for review.



CENTERPOINT ENERGY

NOTES: ADDING 2 PHASES TO EXISTING SINGLE PHASE LINE TO FEED CUSTOMER 3 PHASE LOAD



WORK ORDER #	MAIN WORK CENTER	ORDER TYPE	MAINT ACCT TYPE
78965885	GALVESTON	HDC-2	64
ADDRESS	KEY MAP	GLN	FUNCTIONAL LOCATION
PHR02	661K	6347721719	DIS-032321-OVH
CONSULTANT	PHONE NUMBER	MOBILE NUMBER	CIRCUIT ID NUMBER
TAYLOR MESECHER	409-765-4103	281-543-5671	PHR02
DATE REQUESTED	FIELD TECH	FIELD COMPLETION DATE	SCALE: 1" = NTS
TBD			GIS PRI: 1 2 3 4 5

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between Galveston County, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at 4833 10th Street, Bacliff, TX 77518

The Company agrees to accept payment of \$13,594.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: CUSTOMER REQUESTING THREE PHASE SERVICE WHICH WILL REQUIRE CNP TO ADD AN ADDITIONAL 2 PHASES OF PRIMARY IN ROAD RIDEAWAY AS WELL AS 3 PHASES ONTO THE CUSTOMERS PROPERTY.

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

Galveston County
Retail Customer

By TAYLOR MESECHER

By _____

(name printed or typed)

(name printed or typed)

Title SERVICE CONSULTANT

Title _____

Date 7/18/2016

Date _____

AGENDA ITEM #13.



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

To Be Completed By Department

1. Date of Request: 11.2.16	2. Contract Type: <input checked="" type="radio"/> Expense <input type="radio"/> Revenue <input type="radio"/> Other	3. Renewal Contract: Yes <input type="radio"/> No <input checked="" type="radio"/>
4. Department Name: District Attorney		5. Department Contact: JACK ROSSY
6. Description: SPECIAL PROSECUTOR - TRUANCY		
7. IFAS PEID No: 715267	8. IFAS Req No:	9. Orgby: 1101.12760
11. Vendor: CAROLYN "CARRIE" ZENDEL DEL		10. Object Code: 5481 000
12. Vendor Contract No:		
13. Requested Legal Review: Yes <input checked="" type="radio"/> No <input type="radio"/> (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	\$20,000	\$20,000				
22. Totals:							

To Be Completed By Purchasing Department

Contract Start Date: 11/8/16	Auto Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/>	Bid No: N/A
Contract End Date: 7/30/18	Contract # Issued By Purchasing: CM17054	Form 1295 Certificate #:

* HB1295 sent

* end date can change

BA to be prepared

CONTRACT must be signed by County Judge, w/ com. Crt. Approval.

Approved By: *[Signature]* Signature Date: **11.2.16**

Department Head: _____

Purchasing Agent: *[Signature]* **11-2-16**

County Legal: *[Signature]* **11/02/2016**

Contract Listed in Budget Documentation YES NO

County Budget Officer: *[Signature]* **11/02/16**

Budget Available and Funds are/will be Available YES NO

County Auditor: *[Signature]* **11/2/16**

**Galveston County Criminal District Attorney
Special Prosecutor Agreement**

This Agreement is made between Jack Roady, Criminal District Attorney of Galveston County, and Carolyn "Carrie" Zende Del. an attorney at law, licensed to practice law in the State of Texas. It is for Special Prosecutor Services.

Recitals

Whereas the Criminal District Attorney represents the State of Texas in prosecuting truancy cases:

Whereas the Criminal District Attorney has special needs from time to time to appoint a Special Prosecutor to assist in the investigation, prosecution and/or appeal of such cases; and

Whereas Special Prosecutor is an experienced attorney and is well qualified to perform the services called for herein.

Therefore, the parties agree as follows:

1. Appointment as Special Prosecutor.

Carolyn "Carrie" Zende Del is appointed as a Special Prosecutor to assist the Office of the Galveston County Criminal District Attorney. Special Prosecutor agrees to accept this appointment and to provide such prosecutorial services as are necessary.

2. Duties of Special Prosecutor.

Special Prosecutor will actively participate as needed in the investigation, pretrial preparation, and litigation of truancy cases prosecuted by the Criminal District Attorney. Special Prosecutor will use her best efforts and skill and devote her personal attention to all matters as assigned by the Criminal District Attorney relating to the prosecution in good faith at all times and to protect the interests of the people of the State of Texas.

3. Nature of the Relationship.

This nature of the relationship is that of an independent contractor. Special Prosecutor shall not be considered an employee of the Criminal District Attorney's Office but is an agent of the Office for the purposes of this Appointment and is entitled to all privileges and immunities attendant thereto. The Special Prosecutor shall exercise her independent judgment to effect the general purposes of the assignments given by the Criminal District Attorney and shall from time to time report her progress to the Criminal District Attorney.

4. Term/Termination of this Appointment.

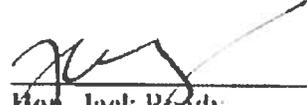
The term of this Appointment shall be ongoing, but this Appointment may be terminated by the **Criminal District Attorney** at any time for any reason or no reason or for convenience immediately upon notice to **Special Prosecutor**.

5. Compensation.

For her services rendered **Special Prosecutor** will be paid an hourly rate of \$35.00, with payment to be made every two weeks. **Special Prosecutor** agrees to maintain a written record of her work in connection with performing the duties outlined herein.

Special Prosecutor will present a detailed invoice, based on hourly billing, for her services to the **Criminal District Attorney** every two weeks. Payment will be made to **Special Prosecutor** in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act.

Agreed to this 24th day of October, 2016.



Hon. Jack Ready
Criminal District Attorney
Galveston County



Carolyn "Carrie" Zende Del
Special Prosecutor

Approved this _____ day of _____, 2016.

Hon. Mark Henry
County Judge
Galveston County

Attest:

Dwight D. Sullivan
County Clerk

AGENDA ITEM #14.



**PELICAN ISLAND
PROJECT DEVELOPMENT AND ENVIRONMENTAL ASSESSMENT OVERSIGHT
PHASE I – PRELIMINARY ENGINEERING PHASE**

SCOPE OF SERVICES (TWO FISCAL YEARS)

August 16, 2016

Background

Galveston County has recently entered into Memoranda of Understanding (MOU) with the City of Galveston and the Port of Houston Authority which secure landing rights for a new vehicular and potential rail bridge between Galveston Island and Pelican Island. The MOU executed between these respective stakeholders is based on detailed advanced planning, preliminary alignments, and other studies completed by The Goodman Corporation (TGC) on behalf of the Galveston County Rural Rail Transportation District (GCRRTD). The report addresses the growing need for a replacement vehicular bridge and potential future rail connectivity between Galveston Island and Pelican Island along with steps to achieve them. The need for both new rail and improved vehicular connectivity has been discussed for many years, particularly since the existing Pelican Island Bridge is structurally deteriorated to a point where the Texas Department of Transportation (TxDOT) ranks this bridge very low on a structural integrity level. The general condition of the 58-year old bascule bridge at the Pelican Island channel has been documented over more than 25 years through semi-annual bridge inspections by TxDOT. Three rehabilitation projects by TxDOT utilized federal off-state-system bridge replacement/rehabilitation program funds needed to keep the bridge safe, open, and functional. Despite these efforts, the bridge's current condition rating by TxDOT is "Functionally Obsolete" with a sufficiency rating of 38 on a scale of 0 to 100 and is load posted at 38 tons.

The growing demand for movement of freight due to ongoing oil exploration and the development of the Panama Canal widening, and the resultant need for deep water access for other commodities, contributes to the necessity to maximize the economic development potential of Pelican Island. This will only occur with first-rate, high-capacity transportation systems to move people and freight between Galveston Island and Pelican Island and beyond.

Galveston County has worked with stakeholders on the development of the preferred alignment for a new vehicular bridge. These stakeholders include the City of Galveston, Port of Houston Authority (PHA), Galveston County Navigation District No. 1, Port of Galveston (POG), Texas A&M University at Galveston (TAMUG), Harborside Management District (HMD), and members of the Pelican Island Organization (PIO). Galveston County will sponsor environmental and alignment tasks to work with the U.S. Coast Guard (USCG), U.S. Army Corps of Engineers (USACE), Texas General Land Office, and other regulatory agencies toward the objective of developing a viable project that can obtain federal and state funding.

At the same time, there continues to be increasing unrealized industrial development demand on Pelican Island by existing businesses, most notably Gulf Copper with over 400 employees. PHA and POG collectively own over 1,440 acres on Pelican Island awaiting potential marine cargo development that requires reliable landside transportation connectivity to the mainland.

Private landowners control another 225 acres that could be put to a higher use if better access were available. U.S. Foreign Trade Zone No. 36 is also located on a portion of this acreage and is currently unused.

TAMUG currently has over 2,200 students, 450 faculty and staff, and housing for 1,500 students on Pelican Island. It has implemented a 15-year Capital Improvement Plan (CIP) that would add 525,000 square feet of academic and support building space, as well as expanding student living space by 1,000 beds and academic space to support 3,000-plus students. The total projected capital investment will exceed \$328 million.

Tourism and recreation brings thousands of visitors annually to Seawolf Park on Pelican Island. The current average daily traffic volume over this bridge exceeds 9,200 vehicles. The bascule bridge logged 1,759 bridge openings for marine vessels in 2011 and over 2,600 in 2012, indicating increased marine traffic activity.

This aging and inadequate bridge is the only current land access to Pelican Island and is considered an impediment to future economic development on Pelican Island. The construction of a new vehicular bridge would make available a significant amount of acreage for industrial and port development.

TGC Consultant Role

Galveston County is prepared to advance the new vehicular bridge development and is seeking program management services to help oversee the project development process, which will be provided by TGC. A separate RFQ by the county engineer will solicit an engineering consultant team to complete the actual Preliminary Engineering Report (PER) to bring the vehicular bridge design to approximately 30% completion. Preliminary engineering (PE) activities will be completed in the first phase of the project and will be managed following the new federal Fixing America's Surface Transportation (FAST) Act's procedures that can enable expedited completion of this scope of services with the full coordination of state and federal resource agencies such as the USCG, USACE, Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and TxDOT, among many other agencies related to project development impacts. The completed PE activities will be developed to a level that will allow the project to be eligible for inclusion in the Houston-Galveston Area Council's (H-GAC) Regional Transportation Improvement Program (TIP) and will support requests for federal-aid funding and final project development up to and including final design, permitting, and construction letting.

The Galveston County Engineer's office will coordinate the project, requiring regular communication with the program manager and the selected engineering consultant along with other partners. Throughout the project development process, TGC will maintain project files in accordance with FHWA and FRA procedures for reporting to the Galveston County Commissioners Court, staff, and project partners. It will be TGC's responsibility to bring the best management judgment, practices, experience, and principles available. Upon initiation of the preliminary engineering phase, a detailed budget and cash flow forecast will be provided to all partners indicating the amount of resources anticipated to be expended each quarter.

In phase 2 of the project, to be completed under a separate procurement to allow for federal and state financial participation, TGC would provide a new proposal to assist the County Engineer in overseeing the engineering design team's preparation of Plans, Specifications, and Estimates (PS&E), complete construction documents, and coordinate the project letting process with TxDOT.

Next Steps

To move the vehicular bridge project forward, a series of steps will be required to initiate design of the physical characteristics of the bridge (including alignments), refined costs, examination of potential environmental issues, begin the permitting process, pursuit of funding, coordinating directly with affected property owners, and maintaining stakeholder consensus. The chief permitting officer at the USACE Galveston district office recommends that the rail and vehicular bridges have independent schematic development and environmental permitting activities and timelines. This approach will ensure that unforeseen circumstances of one project will not impede development of the other project or cause it to restart the permitting process as an independent project. Since the rail and vehicular facilities are not recommended to be located on a common structure or developed on a common timetable, separate pursuit makes sense. However, various right-of-way (ROW) and environmental factors may be common to both.

Two MOUs have been executed: one between Galveston County and PHA, and a second one between Galveston County and the City of Galveston with the expressed intent of formalizing the involvement of both agencies in the facility development process and to ensure that required ROW will be forthcoming as needed.

A key action for consideration and demonstration of local solidarity should be the formation of a Stakeholder Working Group (SWG) facilitated by TGC. The SWG membership will include public and private entities that would be affected by and benefit from the development of the bridge projects that include entities such as Galveston County, the City of Galveston, PHA, POG, GCRRTD, Galveston County Navigation District (GCND) No. 1, HMD, PIO, TxDOT, Burlington Northern-Santa Fe (BNSF) Railroad, and Union Pacific Railroad (UPRR). The purpose of the SWG is to keep stakeholders informed on project status, and to provide input and feedback throughout the Preliminary Engineering process. Recommendations derived from the SWG regarding the project, locally preferred alternative or funding pursuit will be considered by the Commission's Court.

The following tasks, to be completed by TGC, will assist Galveston County in the continued development and funding of this project. TGC understands that in its carrying out of responsibilities, pursuant to this Scope of Services, it will adhere to the following principles:

Consultant will obtain Commissioner's Court approval of any subcontractor working with Consultant on the Pelican Island Bridge project;

Consultant agrees it will provide written deliverables to the County Engineers office at the completion of each task in Consultant contract or at sooner intervals if appropriate;

Consultant will oversee activities of the Stakeholder Working Group (SWA). The SWG will meet quarterly at regularly scheduled meetings, with advanced notification, unless circumstances require the convening of special meetings; and,

That any SWG recommendations regarding selection of a locally preferred alternative or pursuit of federal and state funding will be subject to Commissioner's Court approval.

TASK 1 – Assist Galveston County in Request for Qualifications Process for Engineering Services

- Develop Request for Qualifications (RFQ) to include the development of an independent cost estimate (ICE).
- Assist in the evaluation and selection of a qualified engineering team to complete the preliminary engineering and plans, specifications, and estimates (PS&E) associated with the locally preferred alternative.
- Assist the county in reviewing and negotiating proposed fee for the initial scope of work.
- In coordination with the County Engineer and the County Purchasing Department, TGC will prepare and facilitate approval of Consultant Selection Procedures that will meet Texas Department of Transportation (TxDOT) requirements that will protect and credit county-funded preliminary engineering expenditures when pursuit of future federal funding commences.

Cost: \$4,500

Deliverables: RFQ document to include an ICE. TGC will develop evaluation criteria and assist the County in the selection of a qualified team. TGC will assist the county in evaluating and negotiating a fee proposal.

TASK 2 – Vision, Goal Setting, and Stakeholder Group Process

- Assist Galveston County staff in the formation of a SWG made up of elected officials, major property owners, PHA, POG, TxDOT, TAMUG, HMD, GCND No. 1, and affected businesses and public interest groups.
- Assist Galveston County staff in organizing and facilitating any public or SWG meetings to begin the initial process of beginning the project development process.
- Assist Galveston County staff with SWG coordination throughout the process, culminating in the final public hearings and final environmental clearances and permitting with all appropriate resource agencies.

Cost: \$35,000

Deliverables: Written documentation of the vision and goals of this task and satisfies all federal advanced planning and procurement processes, coordination and facilitation of SWG meetings to include meeting documentation

TASK 3 – Oversight of PE Process

- TGC will provide oversight of the consultant engineering team procured to complete the PE process. It is estimated that this will take approximately two years and will involve the completion of a project cross-section, delineation of an ultimate alignment, right-of-way acquisition, and estimate of probable construction cost.
- TGC will review deliverables and monthly invoices submitted by the engineering team to ensure that work completed is consistent with the goals and objectives of the County Engineer and County Commissioner’s Court.
- TGC will evaluate work completed for accuracy, completeness, and utility towards the PS&E phase.
- TGC will provide coordination between TxDOT and the consultant engineer team in order to ensure that the design work incorporates the latest TxDOT design specifications and cost assumptions.
- TGC will assist the engineering team in adherence to the Uniform Act process which will be required for the acquisition of right-of-way required for the project.
- TGC will provide Galveston County with a monthly written report on the design progress to include work completed and next steps.

Cost: \$90,000

Deliverables: Comprehensive project oversight, review and red-lines on all submittals, review and approval of all deliverables and invoices by the engineering team, project coordination and owner’s representation assistance.

Task 4 – Creation of a Benefit-Cost Analysis to Support Funding Requests

- Use the estimate of probable construction cost completed in Task 2 to prepare a Benefit-Cost Analysis (BCA) and supporting research to include:
 - Economic development benefits:
 - Compile forecasts and monetized benefits related to increased tourism, educational, housing, shipping, heavy industrial, and other activities on Pelican Island and their interaction with similar activities on Galveston Island and off-island connections;
 - Document and analyze Texas A&M University at Galveston (TAMUG) projected growth and associated economic benefits due to the creation of a new Pelican Island Bridge;
 - Assess economic development benefit of higher and better commercial industrial, and institutional land uses on Pelican Island;
 - Estimate international and domestic marine cargo impacts to include truck-borne cargo. Provide monetized benefit analysis assessing additional regional tonnage processed.
 - Projected fee and tax revenues on Pelican, Galveston Island, and Mainland Galveston County due to the project.

- An analysis of short and long term job creation (to include benefits to support industries [retail, restaurant, etc.] using USDOT methodology;
 - A summary analysis of local, regional, and statewide economic benefits based on the increased capacity to move and transfer goods via the new bridge;
- State of good repair analysis to include an assessment of the existing bridge using TxDOT Pavement Information Management System (PIMS) criteria;
 - Benefit-cost analysis comparing the existing bridge structure and associated long-term maintenance with the construction of a new vehicular bridge;
- Estimate 50-year bridge traffic to include vehicle/capacity analysis to document the need and justification for the addition of two lanes;
 - Document associated delay reduction, emissions reduction, and monetized benefits;
- Review and assess TxDOT Crash Reduction Information System (CRIS) data to determine if crash types documented within the past three (3) years are preventable. Documentation of preventative measures to be taken through design and associated monetization of benefits.
- Documentation of all-weather evacuation benefits provided by an enhanced and resilient Pelican Island Bridge.
- Documentation of enhanced livability benefits to TAMUG faculty and student body due to the proposed improvements.
- Provision of summary documentation in USDOT TIGER format to include any newly released evaluation criteria.

Cost: \$70,000

Deliverables: A technical report that quantitatively and qualitatively supports the economic benefit of the construction of a new Pelican Island Bridge to local, regional, state, and federal officials.

TASK 5 – Environmental Assessment

- TGC, in partnership with a local independent environmental consultant, will perform the following tasks:
 - Scoping document preparation and submittal, including public agency input;
 - Determination of wetland and surface waters jurisdictional boundaries;
 - Prepare assessment of current conditions and potential impacts for 28 categories of environmental considerations (including land acquisition, displacements, land use, zoning, air quality, noise, vibration, water quality, wetlands, flooding, navigable waterways, coastal zones, ecologically sensitive areas, endangered species, traffic, parking, energy requirements/conservation, historic properties, parklands, construction, aesthetics, community disruption,

- safety, security, secondary development, consistency with local plans, hazardous/regulated materials, seismic risk, and environmental justice);
- Coordination and verification with all state and federal resource agencies of all findings;
- Public meeting and “notice affording opportunity” of a hearing and public hearing if requested; and
- Completion and submission of all required reviews, permitting applications, and Environmental Assessment documentation;
- Preliminary environmental issues coordination;
- Interagency coordination and permitting;
- Environmental documentation coordination;
- Public hearing; and
- Environmental clearance.

Cost: \$240,000

Deliverables: Documentation, planning, and permitting activities that support concurrent PE consultant activities managed by the County Engineer.

TASK 6 – Regional Planning Requirements and Pursuit of Funding

- Prepare all required RTP and TIP applications and support documents along with presentations to H-GAC’s Transportation Advisory Committee (TAC) and Transportation Policy Council (TPC) for the project.
- Initiate, on behalf of Galveston County, an Advanced Funding Agreement (AFA) with TxDOT.
- Coordinate with TxDOT staff and Texas Transportation Commission (TTC) activities and supporting documentation to support the creation of a Spur 275A designation for inclusion of Seawolf Parkway, onto the State Highway System, from Harborside Drive (SH 275) to the terminus of a TAMUG campus bypass at the existing Seawolf Parkway.
- Conduct pursuit of federal and state funding by developing a request to TxDOT/H-GAC for any applicable funding services to support the appropriate amount of funds necessary to complete PS&E and issue for bids documents.
- Facilitate pursuit of PS&E funding and capital funding by:
 - Presentations to H-GAC, TAC, and TPC;
 - Presentations to TTC;
 - Presentations to DOT in Washington, D.C., for FAST Act, Transportation Investment Generating Economic Recovery (TIGER) grants, and other applicable federal grant and loan programs;
 - Presentations to the U.S. Congressional delegation from Texas;
 - Presentations to the Texas State Senate and House delegations and Lt. Governor Port Advisory Committee; and

- Presentations to Texas A&M University System Administrators to solicit TAMU system support for the above-described activities.

Cost: \$120,000

Deliverables: Documentation of Pursuit of Funding Activities in anticipation of budgetary commitments to any activities associated with the development of the project. Creation of project fact sheets, press releases, and other associated advocacy documentation. Preparation of grant applications through USDOT TIGER and FASTLANE programs. Presentations to local, regional, state, and federal policy makers.

Task	Description	Year 1 Amount	Year 2 Amount	Total Cost
1	Assist Galveston County in Request for Qualifications Process for Engineering Services	\$4,500	\$0	\$4,500
2	Vision, Goal Setting, and Stakeholder Group Process	\$20,000	\$15,000	\$35,000
3	Oversight of PE Process	\$40,000	\$50,000	\$90,000
4	Creation of a Benefit-Cost Analysis to Support Funding Requests	\$35,000	\$35,000	\$70,000
5	Environmental Assessment	\$120,000	\$120,000	\$240,000
6	Regional Planning Requirements and Pursuit of Funding	\$60,000	\$60,000	\$120,000
	Totals	\$279,500	\$280,000	\$559,500

AGENDA ITEM #16.



October 25, 2016

Mr. Michael Shannon, P.E.
Galveston County Engineer
722 Moody
Galveston, Texas 77560

Re: Engineering Services Proposal – Additional Services
FEMA SRIA Project
San Leon Road Construction Project
Ave D (12th – 22 1/2nd), 14th (Ave D – Broadway), 15th (Ave C – FM 517),
and 16th (Bayshore – FM 517)

Dear Mr. Shannon:

Costello, Inc. is pleased to provide this proposal to provide additional engineering services associated with the referenced Galveston County street reconstruction project in San Leon, TX.

Design for the project was completed in 2015. Since then, the County has chosen to change the proposed paving section for the streets from 6 inches of reinforced concrete pavement on 6 inches of lime stabilized subgrade to 3 inches of HMA pavement on 6 inches of lime stabilized subgrade to reduce costs. We understand that the drainage improvements for the project will basically remain the same as the original design.

Scope of Services:

The changes to the existing contract documents will include:

1. Plans – update typical section, update P&Ps, update x section / cut and fill, use GC roadway detail
2. Project Manual – wage rates, update bid form, update bid number?
3. Update unit prices, update quantities and totals in the estimate

Additional work will include:

- Pursuing approvals from the private utility companies w/ facilities in the ROW (CenterPoint, Verizon, Comcast) as well as pursuing approval from the San Leon Municipal Utility District.
- Adding an amendment to the existing geotechnical report to include recommendations for asphalt paving construction.
- The assumption is that no additional environmental work will be needed.

Compensation:

We would propose to be compensated for the above services on a "lump sum basis". The lump sum is \$12,000 and is broken down as follows:

Additional Design Services: \$12,000 (8 hrs. PM, 40 hrs. PE, 48 hrs. CADD)

Additional Geotechnical Services: \$0

Additional Surveying Services: \$0

Additional Environmental Services: \$0

Schedule:

We would propose to provide revised 90% contract documents (plans, project manual, cost estimate) within 30 calendar days from a written notice to proceed. We can provide 100% contract documents within 10 calendar days of receiving all review comments from the County and any review agency.

We look forward to assisting the County implement this important County infrastructure project. Please contact me at 713-579-3850 if you have any questions concerning the proposal.

Sincerely,
COSTELLO, INC.



Samuel W. Kruse, Jr., P.E.
Vice President, Municipal Services

AGENDA ITEM #17.

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

**THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS**

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES CASEY DAVIS, JASON LAMBRIGHT and JENNIFER LAMBRIGHT and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of LOTS 33, 40 and 41 of NOISY WAVES in Galveston County, Texas, recorded in Volume 254-A, Page 77, and transferred to Plat Record 2, Map No. 56, both of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioners would respectfully show into the Court the following, to wit:

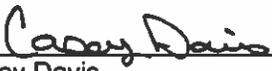
A copy of a survey, with metes and bounds property descriptions, depicting the portion LOTS 33, 40 and 41 of NOISY WAVES attached hereto as EXHIBIT "A".

TRACT 33: All of Lot 33 and the South ½ of Lot 40
TRACT 41: All of Lot 41 and the North ½ of Lot 40

1. Only LOTS 33, 40 and 41 of NOISY WAVES is to be involved in these conveyances. Petitioners are the sole owners of said LOTS 33, 40 and 41 of NOISY WAVES.
2. The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said CASEY DAVIS, JASON LAMBRIGHT and JENNIFER LAMBRIGHT Petitioners herein.
3. Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.
4. The Petitioners understand that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.
5. Approval of this metes and bounds application does not guarantee Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioners to convey a portion of LOTS 33, 40 and 41 of NOISY WAVES all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

EXECUTED this 14th day of October 2016.



Casey Davis
5033 CR 4303
Jacksonville, TX 75766



Jason Lambright
460 Kwando
Bullard, TX 75757



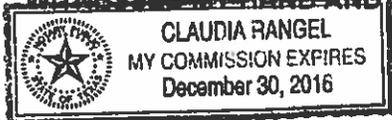
Jennifer Lambright
450 Kwando
Bullard, TX 75757

THE STATE OF Texas

COUNTY OF Cherokee

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

WITNESSED MY HAND AND SEAL OF OFFICE this the 14 day of October, 2016.



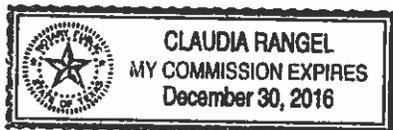
Claudia Rangel
Notary Public-State of Texas

THE STATE OF Texas

COUNTY OF Cherokee

BEFORE ME, the undersigned authority on this day personally appeared Petitioner JASON LAMBRIGHT, to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 14 day of October, 2016.



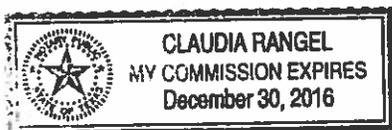
Claudia Rangel
Notary Public-State of Texas

THE STATE OF Texas

COUNTY OF Cherokee

BEFORE ME, the undersigned authority on this day personally appeared Petitioner JENNIFER LAMBRIGHT, to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 14 day of October, 2016.



Claudia Rangel
Notary Public-State of Texas

APPROVED

BY: _____ Date _____
MARK HENRY
Galveston County Judge

ATTEST:

_____ Date _____
DWIGHT SULLIVAN
County Clerk

By: _____
Deputy

16-0924 MB App

Tract 33 (884 Bowers Lane)

Being Lot Thirty-Three (33) and the South One-Half (S 1/2) of Lot Forty (40) of **NOISY WAVES**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 77 and transferred to Plat Record 2, Map No. 56, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, and Tract 33 being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot Thirty-Three (33), the Northwest corner of Lot Thirty-Two (32) of said **NOISY WAVES** and the East line of Bowers Lane, a 50 foot right-of-way;

THENCE North 42°35' West, along the East line of said Bowers Lane, a distance of 93.51 feet, to the centerline of Lot Forty (40) of said **NOISY WAVES**;

THENCE North 62°09'15" East, along the centerline of said Lot Forty (40), a distance of 92.47 feet, to a point in the East line of said **NOISY WAVES** and the West line of **MEYNIG ADDITION**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded Plat Record 2, Map No. 46, of the Map Records in the Office of the County Clerk of Galveston County, Texas;

THENCE South 42°35' East, along the East line of said **NOISY WAVES** and the West line of said **MEYNIG ADDITION**, a distance of 93.51 feet, to the Southeast corner of said Lot Thirty-Three (33) and the Northeast corner of said Lot Thirty-Two (32);

THENCE South 62°09'15" West, along the South line of said Lot Thirty-Three (33) and the North line of said Lot Thirty-Two, a distance of 92.47 feet to the **PLACE OF BEGINNING** of the herein described tract, containing 8362 sq.ft., or 0.192 acre of land, more or less.

Tract 41 (888 Bowers Lane)

Being Lot Forty-One (41) the North One-Half (N 1/2) of Lot Forty (40) of **NOISY WAVES**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 77 and transferred to Plat Record 2, Map No. 56, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, and Tract 41 being more particularly described by metes and bounds as follows:

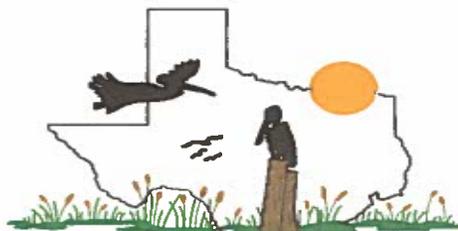
BEGINNING at the Northwest corner of Lot Forty-One (41), the Southwest corner of Lot Forty-Eight (48) of said **NOISY WAVES** and the East line of Bowers Lane, a 50 foot right-of-way;

THENCE North 62°09'15" East, along the North line of said Lot Forty (40) and the South line of said Lot Forty-Eight (48), a distance of 92.47 feet, to a point in the East line of said **NOISY WAVES** and the West line of **MEYNIG ADDITION**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded Plat Record 2, Map No. 46, of the Map Records in the Office of the County Clerk of Galveston County, Texas;

THENCE South 42°35' East, along the East line of said **NOISY WAVES** and the West line of said **MEYNIG ADDITION**, a distance of 93.51 feet, to the centerline of said Lot Forty (40);

THENCE South 62°09'15" West, along the centerline of said Lot Forty (40), a distance of 92.47 feet, to a point in the East line of said Bowers Lane;

THENCE North 42°35' West, along the East line of said Bowers Lane, a distance of 93.51 feet to the **PLACE OF BEGINNING** of the herein described tract, containing 8362 sq.ft., or 0.192 acre of land, more or less.



COASTAL SURVEYING OF TEXAS, INC.
P.O. BOX 2742 (mailing) ph (409) 684-6400
CRYSTAL BEACH, TX 77850 fx (409) 684-6112
975 LAZY LANE WEST, CRYSTAL BEACH
Firm Registration Certificate No. 10026601
SURVEYGALVESTON.COM

AGENDA ITEM #18.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

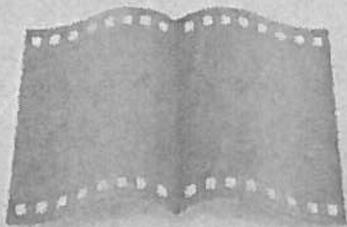
To Be Completed By Department							
1. Date of Request: 11/1/2016		2. Contract Type: <input checked="" type="checkbox"/> Expense <input type="checkbox"/> Revenue <input type="checkbox"/> Other			3. Renewal Contract: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. Department Name: County Judge / Professional services				5. Department Contact: Brittany Rainville / David Delac			
6. Description: Marketing / PK video							
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey: 1101151400		10. Object Code: 5493100	
11. Vendor: Bella Vista Productions				12. Vendor Contract No:			
13. Requested Legal Review: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (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 Fund	1101	\$100,000	\$8,900				
22. Totals:		-	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 11/8/16		Auto Renewal Contract: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			Bid No: N/A		
Contract End Date: 3/31/17		Contract # Issued By Purchasing: CM17053			Form 1295 Certificate #:		

* Vendor Load AND HB1295 have been sent

Approved By:	Signature	Date
Department Head:		11/1/16
Purchasing Agent:		11-1-16
County Legal:		11/02/2016
Contract Listed in Budget Documentation: YES NO		
County Budget Office:		11/2/16
Budget Available and Funds are/will be Available: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
County Auditor:		11/2/16

We help tell your story

Brittany Rainville - Zach Davidson - Tyler Drummond
Galveston County Texas
409-978-0242



bella vista
P R O D U C T I O N S





bella vista
PRODUCTIONS

OVERVIEW

Hello Brittany,

It was great to visit with you today about the video possibilities for the county.

I took the Ft. Bend proposal that you viewed and removed the site visits. I also removed the motion graphics and typography because your piece will not require this. I then took off 1 day of filming and cut the editing in half. This is because the Ft. Bend proposal was for two films and we are proposing one film for Galveston County.

The 90 second piece (estimating) will be made up of imagery that we will work together to storyboard prior to filming.

I look forward to working with you as we create an amazing film for Galveston County.

Sincerely,

Robert Harrington



Pre-production

Laying the right groundwork is essential to developing a great video. Pre-production is where we figure out the best game plan for your business. We decide on the video concept, the look/feel and style, we write the script, cast any actors, decide on location and set design, and lock down all the other details involved with how the actual video is going to look, sound, and perform.

Production

We're rolling! Now that we have the road map developed in the pre-production stage, it's time to put it all together in front of the cameras. This is where our professional crew do what we do best - film a great video.

Post Production

If production is putting all the ingredients together to bake the cake from the recipe developed in pre-production, then post-production is putting the icing on that cake and making it look irresistibly delicious. Our editorial post-production team kicks in to shape your story, handle color-correction, record any voice overs, clean up the audio, add music, create graphics and in general make sure your video looks exactly like we planned in pre-production. It's at this stage that you'll see the first cut.

Final Revisions

Once you've seen the first cut, you'll have a chance to share your thoughts with us. There is one round of revisions allowed at this stage, within reasonable expectations and within the scope of the original video concept.

Output

With the final cut complete and your approval signed-off, we create high quality files of your video that can be used for a variety of formats: for the web, trade shows or broadcast television.

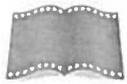
Any output files that are intended or can be used on websites will comply with WCAG 2.0 AA, to include any file or files that are necessary to provide (a) verbal descriptions of visual depictions contained in the output video and (b) transcripts of verbal utterances contained in the output video.



TIMEFRAME

To complete the work outlined in the project scope, we'll need approximately 4 weeks from beginning to end, depending on when we receive feedback at each milestone. Upon signing the proposal we are prepared to start work immediately.

PHASE	WEEK
Pre- Production	1
Principal Photography (Filming)	2
Post Production / Editing / Revisions	3-4



YOUR INVESTMENT

Below is the budget we've estimated based on the scope of services outlined in our meeting earlier today. 90 second promotional piece filmed in 2 days.

Description	PRICE
FILMING 2 man crew Full Production Truck(drone, slider, jib, tripod, monopod, light kit) \$2500 per day (up to 10 hour days) 2 days of filming	\$5000
Editing 1 week of Editing (40 hours @ \$75 per hour)	\$3000
Voice Talent & Music Rights	\$400
Revisions & Edits (10 hours @ \$50 per hour)	\$500
TOTAL	\$8900



Statement of Work & Contract

Between "us", Bella Vista Productions, and "you", Galveston County, are hiring Bella Vista Productions for the estimated total price of \$8,900 as outlined in our proposal on the previous page.

1.0 Services Rendered

PRE-PRODUCTION

We'll work with you to develop the storyboards. We will take your ideas, offer creative input and assist you in scripting.

PRODUCTION

Filming will take place at your location and at customer locations in the county.

POST-PRODUCTION

We'll edit the raw footage into a Main video and add licensed music. We'll provide you with a finished file delivered online with direct links and html embed codes.

INSURANCE

Bella Vista Productions carries a 2 million dollar General Liability policy along with a 1 million dollar Aviation policy for our drone work.

2.0 Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your website and to cooperate with us in expediting the work.

3.0 Charges for Services Performed

Functionality or feature requests above and beyond those listed in the budget and/or the functionality specs may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur fee to resume work at the discretion of Bella Vista Productions.

4.1 Terms of Payment

Payments are due within 30 days from the time the invoice is received.

4.2 Billing Schedule

The total budget for this project: \$8,900

Bella Vista Productions will invoice Galveston County for 50% of the total balance to begin pre-production. The remaining balance will be due when the "MAIN FILM" is approved. Galveston County will supply Bella Vista Productions with all necessary purchase order numbers and other internal information required for invoice processing before the close of the month of work (if applicable).

4.3 Payment Agreement

You agree to pay our initial (1st) invoice upon receipt which will act as a deposit for the project. Every invoice after that will be paid in accordance with chapter 2251 of the Texas Government Code (the "Texas Prompt Pay Act"). In addition, Bella Vista Productions reserves the right to stop work until payment is received.

5.0 Cancellation of Plans

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments. We agree to use our best efforts to minimize such costs and expenses.

6.1 Responsible for Releases

Galveston County shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

6.2 Client Releases

You guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves or that you have permission to use them. Then when your final payment has cleared, copyright will be automatically assigned as follows: You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

6.3 Client Responsible for Accuracy

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

7.0 Confidentiality

Galveston County acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Bella Vista Productions on behalf of Galveston County or disclosed by Galveston County to Bella Vista Productions. Bella Vista acknowledges that Galveston County is subject to chapter 552 of the Texas Government Code (the "Texas Public Information Act"), which, among other things, governs the release of public information in response to requests

received from entities or individuals.

8.1 Term and Termination

This Agreement shall become effective as of November 1, 2016 and shall continue until terminated by either party upon not less than 30 days' notice in writing given by either party to the other.

8.2 Termination For Cause Or For Convenience

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default. Galveston County may terminate this Agreement for any reason, for no reason, or for convenience upon thirty (30) days prior written notice. In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

8.3 Payment for non-cancelable

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request, that any such materials and services, are non-cancelable.

8.4 Materials Unpaid For

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials,

in whole or in part, or the product of such services.

8.5 Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Galveston County to BVP, BVP shall transfer, assign and make available to Galveston County all property and materials in its possession or control belonging to BVP. Galveston County agrees to pay for all costs associated with the transfer of materials.

9.1 General Provisions

9.2 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Exclusive venue for any action regarding the terms or enforcement of this Agreement.

9.3 Representations and Warranties

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

9.4 Entire Agreement

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

9.5 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

- 1 Please read the contract on the previous pages to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
- 2 If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
- 3 Once you feel confident about everything and are ready to move forward, please sign the agreement below to make the acceptance official.
- 4 Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
- 5 We'll email you a separate copy of the signed contract for your records.
- 6 If you'd like to speak to us by phone, don't hesitate to call 281-543-1702

Robert Harrington
Bella Vista Productions

GALVESTON COUNTY

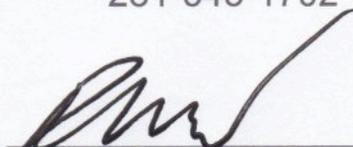
Mark A. Henry, County Judge

Date: _____

ATTEST:

Dwight Sullivan, County Clerk

- 1 Please read the contract on the previous pages to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
- 2 If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
- 3 Once you feel confident about everything and are ready to move forward, please sign the agreement below to make the acceptance official.
- 4 Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
- 5 We'll email you a separate copy of the signed contract for your records.
- 6 If you'd like to speak to us by phone, don't hesitate to call 281-543-1702



Robert Harrington
Bella Vista Productions

GALVESTON COUNTY

Mark A. Henry, County Judge

Date: _____

ATTEST:

Dwight Sullivan, County Clerk

AGENDA ITEM #19.



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

To Be Completed By Department							
1. Date of Request: <u>11/1/16</u>		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: Yes <u>No</u>		
4. Department Name: <u>Professional Services</u>				5. Department Contact: <u>David M Delac</u>			
6. Description: <u>Galveston County Sheriff's Office Compensation Review</u>							
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey: <u>1101-110000</u>		10. Object Code: <u>5481000</u>	
11. Vendor: <u>MGT Consulting Group</u>				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
<u>General</u>	<u>1101</u>	<u>\$500,800</u>	<u>\$10,950</u>				
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: <u>11/8/16</u>		Auto Renewal Contract: Yes / <u>No</u>		Bid No: <u>N/A</u>			
Contract End Date: <u>1/31/17</u>		Contract # Issued By Purchasing: <u>UM7052</u>		Form 1295 Certificate #:			

* Vendor Load and HB1295 sent 11/1
* ~~End~~ Date approx.

Approved By:	Signature	Date
Department Head:	<u>David M Delac</u>	<u>11/1/16</u>
Purchasing Agent:	<u>[Signature]</u>	<u>11-1-16</u>
County Legal:	<u>[Signature]</u>	<u>11/01/2016</u>
Contract Listed in Budget Documentation YES NO		
County Budget Office:	<u>David M Delac</u>	<u>11-01-16</u>
Budget Available and Funds are/will be Available: <u>YES</u> NO		
County Auditor:	<u>[Signature]</u>	<u>11-1-16</u>

MGT Consulting Group, LLC
1801 E. 51st Street, Suite 365-504
Austin, Texas 78704
850-386-3191 Office
214-770-7153 Direct
www.mgtofamerica.com



November 1, 2016

Mr. David M. Delac
Chief Financial Officer
Galveston County
722 Moody, 3rd Floor
Galveston, Texas 77550

**Subject: PROPOSED SCOPE AND PRICING FOR THE GALVESTON COUNTY
SHERIFF'S OFFICE COMPENSATION REVIEW**

Dear Mr. Delac:

MGT of America Consulting, LLC (MGT) is submitting this letter proposal to assist the County of Galveston (County) in analyzing salary data for Sheriff's Office job classifications in the following divisions: Law Enforcement, Corrections, and Communications. This scope includes approximately 461 employees in an estimated 15 job classifications. We propose that MGT consultants will provide the following services to Galveston County.

1. Review and analyze wage and salary data collected by Galveston County staff for Sheriff's Office approximately fifteen (15) classifications.
2. Prepare recommended classification and salary levels for existing Sheriff's Office classifications based upon the data analyzed from a list of comparable, competing jurisdictions (counties and cities). Galveston County will identify the agencies it views as its competitors and placement against market established midpoints (e.g., average salaries, 25th percentile, etc.). MGT will conduct its analysis using County-collected wage and salary data, with the assumption of uniform data definitions and quality across data sets.
3. Provide recommended classification/salary levels using two scenarios: First, pay structure recommendations based upon a comparison to the entire market (counties and cities). Second, pay structure recommendations using comparable/competitive county wage and salary data only.
4. Provide a written report summarizing the findings and recommendations based upon the two scenarios.

Project Objectives

The project objectives of this study are:

- ❖ Design Sheriff's Office pay structures (one each for Law Enforcement, Corrections, and Communications) that are understandable, maintainable, and internally equitable.
- ❖ Provide the County with a tool that allows updating in future years.

- ❖ Recommend a phasing strategy for implementation, if necessary, considering both cost and benefit to the County.

MGT understands that timeliness and thoroughness in completion of this project is of utmost importance. The Final Report would be presented by November 30, 2016, in time for implementation after that time. MGT assumes that it will meet this deadline, but it must receive all of the required data no later than Thursday, November 10, 2016. MGT proposes to present draft recommendations by November 21 and would need written comments back from the County no later than November 28th to meet this aggressive deadline.

We believe the pricing structure we quote is extremely reasonable, especially given the turnaround time of less than one month. The fee is all-inclusive and is a not-to-exceed fee. It assumes one on-site visit to present a final report review with the Commissioners' Court. In addition, it includes four hours of technical assistance for up to twelve months after the study is implemented.

We appreciate the opportunity to present this proposed work plan to complete the scope of services required by Galveston County. We can adjust the work scope and timing of the project if the County requires any adjustments.

The following section identifies our understanding of the County's requirements, as well as the specific tasks and deliverables that the County should expect from this engagement.

Project Services And Approach

Project Background And Understanding

Galveston County employs approximately 460 employees in approximately 15 job classifications within the Sheriff's Office. Galveston County's mission is to maintain the overall efficient and financial management of County resources and provide the Sheriff's services desired by the people of Galveston County as mandated by local, state and federal laws. The County seeks to conduct a salary review study for selected classifications in the Sheriff's Office.

Specific areas of consultation sought by the County include the following:

- A review and analysis of law enforcement, corrections and communications wage and salary data collected by County staff.
- Preparation of a total of six recommended pay structures – three structures (law enforcement, corrections and communications) based upon a total market survey (city and county data included) and three structures (law enforcement, corrections, and communications) based upon a market comparison to comparable/competitive counties ONLY.
- Recommended salary levels for each identified position that is within the County's current Sheriff's Office classification system. Any recommended new salary ranges would be based on wage and salary information provided by Galveston County.
- Description of the methodology used in the classification study.

Overview Of Approach

As a management consulting firm providing services to local governments for over 42 years, MGT is committed to helping its clients become more proficient and progressive than others in their field. We approach comprehensive classification and compensation projects from a different perspective than many other firms. We view classification and compensation systems as one of the most important tools available to managers across an organization to improve organizational efficiency and strengthen effectiveness. We will assist the County in updating its Sheriff's Office pay structures, ensuring that the recommendations are tailored to its unique situation, and consistent with its stated mission and values.

Overview Of Proposed Methodology

MGT proposes to conduct the following major project tasks:

WORK PLAN TASKS	
TASK 1.0:	Finalize Project Work Plan
TASK 2.0:	Evaluate Collected Salary and Pay Plan Data
TASK 3.0:	Review Existing Compensation Structure
TASK 4.0:	Revise the Classification System and Present as Report
TASK 5.0:	Develop Implementation Strategies
TASK 6.0:	Provide Ongoing Assistance

Proposed Work Plan

We have proposed a detailed work plan to accomplish the above tasks. We believe the very first step of the project should be a review of that plan with the County's designated Project Officer and other key positions within the County's management structure. This meeting will be absolutely essential to establishing a common understanding of the needs and concerns voiced by these key stakeholders. They will provide an opportunity to confirm the scope of services and generate enthusiasm to move forward with a specific work plan and a series of action steps for the study.

At a minimum, these initial meetings (conducted by phone) will include the following:

- Establishing a clear understanding between the County's Project Officer and any other key County stakeholders, and the MGT project team regarding study goals, objectives, mission, scope and depth, process, schedule, and products.
- Agreeing upon the timing of status and progress reports and/or meetings with the County project management staff.
- Reviewing the County's needs before and during the course of the study.
- Maximizing opportunities for participation and review by key County stakeholders, as appropriate.

Within budget constraints, we are fully prepared to revise our work plan to fully meet the County's expectations during the course of the study.

Task 1.0 Finalize Project Work Plan
--

Objectives:

- To meet with the County's designated Project Officer (and other key staff as determined by the Project Officer) to gain a comprehensive understanding of the project's background, goals, and scope. Ensure all parties are in agreement regarding the scope, timing, and plan to accomplish the work.
- To identify, in more detail, County's specific objectives and expectations for the classification plan, the level of involvement of staff within the County, and the strategies to be employed during the course of the study.
- To collect and begin a review of existing position pay and classification plan documents, staffing plans, any current organizational charts, any prior studies, and necessary databases. Ensure MGT's project team has a good understanding of the Sheriff's present classification system and its strengths and weaknesses.
- To assess and understand the impact of existing studies, reports, or databases on the work plan for the project.
- To make any needed modifications to the work plan, expected outcomes, time lines, or deliverables.
- To agree upon a project work plan, timelines, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives.

Work Activities:

- I.1 Meet with the County's Project Officer and key staff members (via phone) to accomplish the following:
 - ◆ Review the technical approach and work plan to make any necessary modifications. Initial discussions have already occurred, but this would be to ensure everyone understands the exact scope of the project.
- I.2 Obtain pertinent reports and background materials relevant to the review, to include:
 - ◆ Existing class descriptions and pay plans (for both Galveston County and the other surveyed agencies).
 - ◆ Organization tables and descriptions of major responsibilities, with detailed account of supervisory roles, for the purpose of reviewing/approving job descriptions.
 - ◆ Any existing compensation philosophies.
 - ◆ County mission and strategic plans.
- I.3 Revise the original work plan, finalize the time lines for each project task with the Project Officer, and adjust the following as needed:
 - ◆ Data collection approach, in terms of perceived holes in the salary and wage data already collected by the County.
 - ◆ Tentative schedule.
 - ◆ Revised time schedule of deliverables.
 - ◆ Monitoring procedures.

Project Milestone:

- Revised work plan and timelines, as needed.

Task 2.0 Evaluate Collected Salary and Pay Plan Data

Objectives:

- To identify exactly what data the County has collected and determine if any additional data is required.
- To review all collected data.
- To analyze collected data and establish the methodology for developing the recommended pay structures.

Work Activities:

- 2.1 Work with the County Project Officer to ensure all internal and external wage and salary data has been collected in a consistent manner.
- 2.2 Review and analyze data from the various comparable agencies (estimated between 10 and 12 agencies in total)
- 2.3 Request the County to obtain additional wage and salary data, if necessary.
- 2.4 Review and analyze results.
- 2.5 Develop preliminary recommended pay structures based upon the initial analysis.
- 2.6 Present the initial analysis and potential recommendations to the appropriate County staff for their consideration.

Project Milestones:

- Finalization of all data requirements.
- Creation of comparative analyses (Excel workbooks) to identify how the Galveston County Sheriff's Office compares to its market based upon the assumptions developed in Task 1 above.
- Draft recommendations for updates/modifications to the County's pay structures for Law Enforcement, Corrections, and Communications.

Task 3.0 Review Existing Compensation Structure
--

Objectives:

- To perform a review of County's current Sheriff's Office classification structure to ensure its external competitiveness.
- To review all Sheriff's Office jobs as they compare to the surveyed market of comparable/competitive counties and cities.

Work Activities:

- 3.1 Obtain the existing pay structures and agreed upon compensation philosophy.
- 3.2 Request and verify detailed data on each employee's characteristics: name, salary, and years of service, rank in the organization, classification, and department.
- 3.3 Analyze placement in the current system using credentials of staff (certifications), longevity with the County/current position (time in grade), and other relevant work experience.
- 3.4 Identify classifications and incumbents that fall outside of the predicted placement in the compensation plan.
- 3.5 Review the existing pay structure and look for potential problems to be resolved.

Project Milestone:

- Assessment of current compensation plan and incumbent placement.

Task 4.0 Revise the Classification System and Present as Report
--

Objectives:

- To recommend a Sheriff's Office classification structure that:
 - ◆ Is based on the results of the market survey.
 - ◆ Is consistent with the County's compensation philosophy.
 - ◆ Is efficient to manage.
 - ◆ Contributes to the overall efficiency and effectiveness of the Sheriff's operations.
 - ◆ Provides for a method to move employees into a new structure.
 - ◆ Contains key elements of identified best practices.
- To provide guidelines to maintain the integrity of the updated classification plan.
- To develop and present final report.

Work Activities:

- 4.1 Confirm with the County's Project Officer and other appropriate officials, the desired characteristics of updated salary structures for the Sheriff's Office.
- 4.2 Integrate the wage and salary data analysis using the County's current classification structure.
- 4.3 Develop a draft plan for the County's consideration. The draft plan will provide for a transition plan to move employees from their current classifications to the proposed plan.
- 4.4 Identify the financial impact of the revised pay and classification system, based on the financial impact for each employee in the study's database.
- 4.5 Review the draft classification system, including financial impact, with the County's Project Officer and other appropriate officials.
- 4.6 Make appropriate revisions and prepare final recommended pay and classification system in a final report. Provide copies of the final report.

Project Milestone:

- Final recommended Sheriff's Office classification system report, including an overview of the key issues, methodology, findings, and recommendations of the study. The report will be submitted on a compact disc in Microsoft PowerPoint format and will include details specified by the client, such as:
 - Tables reflecting current and proposed classifications.
 - Recommended salary ranges for each classification.
 - Assignment of classes to appropriate pay ranges.
 - Costs to implement study recommendations.
 - Guidelines for ongoing classification and compensation administration.

Task 5.0	Develop Implementation Strategies
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Objectives:

- To provide phase-in options and cost projections for proposed changes.
- To provide policies and procedures for maintenance and administration of the system.

Work Activities:

- 5.1 Review study results with the County's Project Officer and other key officials, including all elected officials, as directed.
- 5.2 Identify options for migrating from current situation to desired state.
- 5.3 Develop criteria to be used to select best options.
- 5.4 Apply criteria and implement changes.

Project Milestones:

- Phase-in options and cost projections.
- Policies and procedures for system maintenance and administration.
- Communication of study results.

Task 6.0	Provide Ongoing Assistance
----------	----------------------------

Objective:

- To provide staff consultation for a period of 12 months.

Work Activities:

- 6.1 Provide consultation to County staff on the maintenance of the system.
- 6.2 Follow up with key County stakeholders to address any issues related to system implementation.

Project Milestone:

On-call consultation for 12 months. (MGT maintains ongoing relationships with all clients, accounting for over 50 percent of our business being repeat clients.)

Fixed Price Fee

MGT proposes to provide the services detailed in this proposal for a fixed-fee not-to-exceed price of **\$10,950**.

The following individual can be contacted for additional information about MGT and this proposal.

Mr. Mark Carpenter
Director
MGT of America Consulting, LLC
214.770.7153
mark_carpenter@mgtamer.com

As an MGT Executive Vice President, I am authorized to bind the firm contractually to the proposed scope of work and fees detailed in the attached proposal that is valid for 60 days from the date of this letter.

Very Truly Yours,



J. Bradley Burgess
Executive Vice President
MGT Consulting Group, LLC

ACCEPTED by Galveston County

Mark Henry, County Judge

Date

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #21.



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Cobb, Fendley & Associates 13430 Northwest Freeway Suite 1100 Houston, Texas 77040 Phone No.: 713-462-3242	Owner (Contractor Locality): Bayview MUD Phone No.: 409-684-3515	Contractor: Division 16 Construction Corp. 5449 Bear Ln Suite #318 Corpus Christi, Tx 78405 Agreement Date: 11/30/15 Phone No.: 361-289-8889	
Date: 08/22/16 Project Code No.: DSR 228101-1 Bid Package No.: 1 and 2	Contract For (Project Description): Purchase and install two generators at the Wastewater and Water plans of Bayview MUD.	GLO Contract No.: 13-465-000-7974 Change Order No.: 02	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Extension of Contract Time, Materials Testing	\$0	\$9,136.75
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price: \$ 645,165.00		Original Contract Time: 300 days	
Previous Change Order(s): No. 1 to No. 1 N/A		Net Change From Previous Change Orders: 50 days	
Contract Price Prior to this Change Order: \$ 645,165.00		Contract Time Prior to this Change Order: 350 days	
Net Increase/Decrease of this Change Order: \$ 9,136.75		Net Increase/Decrease of this Change Order: 3 days	
Contract Price With all Approved Change Orders: \$654,301.75		Contract Time With all Change Orders: 353 days	

Cumulative Percent Change in Contract Price (+/-): +0%	Grantee Contract End Date: (mm/dd/yy) 11 / 17 / 16
Construction Contract Start Date: (mm/dd/yy) 11 / 30 / 15	Construction Contract End Date: (mm/dd/yy) 11 / 17 / 16

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: [Signature]
ENGINEER

Date: 11-1-16

APPROVED:

By: _____
OWNER

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR

Date: 11/1/2016

Dannenbaum Representative: _____

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "Yes", is an Environmental Re-assessment required?			

6. Is the Texas Commission on Environmental Quality (TCEQ)			
clearance still valid? (if applicable)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. Is the TCEQ permit approval still valid? (sewer projects only)			
		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. Are the handicapped access requirements/approval			
still valid? (if applicable)	N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Are other Disaster Recovery contractual special condition clearance			
still valid?	N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

LJA Engineering, Inc.



905 Orleans Street
Beaumont, Texas 77701

Phone 409.813.1862
Fax 409.813.1916
www.ljaengineering.com

November 1, 2016

TO: Rachel Musgrove

FROM: Frank J. Dillard, P.E.
LJA Engineering, Inc.

REF: Bayview MUD GLO Generator Project
Division 16 Request For Time Extension

I was informed that representatives of Division 16 Construction have requested a time extension of three days for Project completion. We at LJA Engineering, Inc. have no objection to this time extension. There was a delay in the transition of the facility from the existing CenterPoint Energy electrical service to the proposed electrical service. These difficulties developed while the new feeder conductors were being pulled into the new automatic transfer switch. Temporary power to the Project during this three day power outage period was provided by interconnecting a portable generator available from the District. A revision was made to the type of fittings used as the service entered the building which permitted the conductors to be pulled in and terminated.

Respectfully submitted,

LJA ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Frank J. Dillard', is written over the typed name. The signature is fluid and cursive.

Frank J. Dillard, P.E.
Electrical Division Manager

February 10, 2016

Mrs. Laura Eilers
Division 16 Construction
13330 Leapord Street, Suite 6
Corpus Christi, TX 78410

Email : laura@div16construction.com

**Re: Proposal to Provide Professional Services
Construction Materials Engineering and Testing
Bayview Municipal Utility District
Water and Wastewater Plant – Generator Projects
PSI Proposal No.: 0201-156847 rev.1**

Dear Mrs. Eilers:

Professional Service Industries, Inc. (PSI) is pleased to submit to Division 16 Construction the following proposal for construction materials testing and inspection services for the generator projects at the Bayview Municipal Utility District Water and Wastewater plants.

PSI is a national family of consulting engineering and testing offices specializing in materials testing and inspection, environmental consulting, and geotechnical engineering services. We are one of the nation's leading consulting engineering firms with more than 3,000 employees in 130 offices located throughout the United States.

PSI performs a complete range of engineering and testing services including:

- Environmental Consulting Services
(Site Assessments, Asbestos, Lead Paint, Indoor Air Quality Services)
- Geotechnical Engineering and Drilling Services
- Construction Materials Testing and Inspection
- Non Destructive Testing
- Facilities Consulting

PSI's central office for the Houston region is located just north of the 610 loop at 3730 Dacoma Street. In addition, PSI has three satellite offices; Spring, La Porte and Clute, from which we can provide additional support to your project.

PSI proposes to provide experienced qualified technical personnel to perform services in general accordance with the project plans and specifications. PSI will perform these services as requested by the client.

PSI has prepared a cost estimate for services when provided with the project plans, specifications and the contractor's schedule.

PSI proposes that the work be accomplished on a unit rate basis in accordance with the attached Schedule of Services and Fees and that the work be performed pursuant to the PSI General Conditions. PSI's fee would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed. Copies of the PSI Schedule of Services and Fees, and General Conditions are attached and incorporated into this proposal.

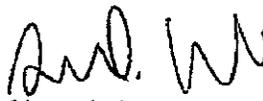
To serve as authorization to proceed please sign below and return one (1) copy of this proposal intact. PSI cannot issue reports until a signed copy of the proposal or alternate form of contract is received.

In addition, we would appreciate it if you would complete and return the attached Project Data Sheet so that we can set up your project file.

We trust that the attached information is sufficient for your needs. After you have had an opportunity to review our proposal we will contact you to answer any questions you might have or provide additional information regarding your project.

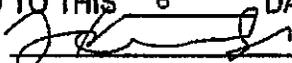
Respectfully,
Professional Service Industries, Inc.


FOR
BRIAN BASS
Brian Bass, P.E.
Project Engineer
Construction Services


Glenn Cebrun
Department Manager
Construction Services

Attachments: Cost Estimate
Schedule of Services & Fees
General Conditions
Project Data Sheet

AGREED TO THIS 6 DAY OF May, 20 16

BY: 

TITLE: General Manager



Division 16 Construction Corporation

CONSTRUCTION MATERIALS COST ESTIMATE
Bayview Municipal Utility District
Wastewater Plant - Generator Project

Description of Services	Quantity	Unit Fee	Unit	Total
Soils Testing				
Senior Technician	24	\$40.00	hour	\$960.00
Use of Nuclear Gauge	8	\$9.00	hour	\$72.00
Vehicle Charge	24	\$7.50	hour	\$180.00
Moisture Density Relationship, ASTM D-698	1	\$165.00	each	\$165.00
<i>Subtotal</i>				\$1,377.00
Concrete Inspections				
Engineering Technician	24	\$38.00	hour	\$912.00
Cylinders Pick Up	12	\$38.00	hour	\$456.00
Vehicle Charge	36	\$7.50	hour	\$270.00
Compressive Strength Test (Cylinders)	12	\$17.00	each	\$204.00
<i>Subtotal</i>				\$1,842.00
Project Manager/Miscellaneous				
Project Manager/Engineer Report Review	8	\$96.00	hour	\$768.00
<i>Subtotal</i>				\$768.00

TOTAL ESTIMATED COST: \$3,987.00

*Changes in Project scope, inclement weather and/or contractor methods may cause the actual fees for this project to differ from the above amount.

CONSTRUCTION MATERIALS COST ESTIMATE
Bayview Municipal Utility District
Wastewater Plant - Generator Project

Description of Services	Quantity	Unit Fee	Unit	Total
Soils Testing				
Senior Technician	24	\$40.00	hour	\$960.00
Use of Nuclear Gauge	8	\$9.00	hour	\$72.00
Vehicle Charge	24	\$7.50	hour	\$180.00
Moisture Density Relationship, ASTM D-698	1	\$165.00	each	\$165.00
<i>Subtotal</i>				\$1,377.00
Concrete Inspections				
Engineering Technician	24	\$38.00	hour	\$912.00
Cylinders Pick Up	12	\$38.00	hour	\$456.00
Vehicle Charge	36	\$7.50	hour	\$270.00
Compressive Strength Test (Cylinders)	12	\$17.00	each	\$204.00
<i>Subtotal</i>				\$1,842.00

Division 16 Construction
PSI Proposal No.: 0201-156847 rev 1
PROFESSIONAL SERVICE INDUSTRIES, INC.
3730 Dacoma Street * Houston * TX 77092 * 713-224-2047
2/10/2016
Page 4 of 9
Construction Materials Estimate

Project Manager/Miscellaneous				
Project Manager/Engineer Report Review	8	\$96.00	hour	\$768.00
Subtotal				\$768.00

TOTAL ESTIMATED COST: ~~\$3,987.00~~

*Changes in Project scope, inclement weather and/or contractor methods may cause the actual fees for this project to differ from the above amount.



CONSTRUCTION MATERIALS COST ESTIMATE
Bayview Municipal Utility District
Water Plant - Generator Project

Description of Services	Quantity	Unit Fee	Unit	Total
Soils Testing				
Senior Technician	16	\$40.00	hour	\$640.00
Use of Nuclear Gauge	8	\$9.00	hour	\$72.00
Vehicle Charge	16	\$7.50	hour	\$120.00
Moisture Density Relationship, ASTM D-698	1	\$165.00	each	\$165.00
<i>Subtotal</i>				\$997.00
Concrete Inspections				
Engineering Technician	26	\$38.00	hour	\$988.00
Cylinders Pick Up	12	\$38.00	hour	\$456.00
Vehicle Charge	38	\$7.50	hour	\$285.00
Compressive Strength Test (Cylinders)	16	\$17.00	each	\$272.00
<i>Subtotal</i>				\$2,001.00
Project Manager/Miscellaneous				
Project Manager/Engineer Report Review	10	\$96.00	hour	\$960.00
<i>Subtotal</i>				\$960.00

TOTAL ESTIMATED COST: \$3,958.00

*Changes in Project scope, inclement weather and/or contractor methods may cause the actual fees for this project to differ from the above amount.

\$7945.00



PROFESSIONAL SERVICE INDUSTRIES, INC.
 3730 Dacoma * Houston * TX 77092 * 713-224-2047
Schedule of Services & Fees
Effective January 2016 – Valid through December 2016

CONSTRUCTION MATERIALS TESTING

Personnel Rates	UNIT	AMOUNT
Chief Engineer/Scientist	per hour.....	\$ 142.00
Professional Engineer	per hour.....	\$ 120.00
Project Engineer	per hour.....	\$ 95.00
Project Manager	per hour.....	\$ 95.00
AWS Certified Welding Inspector (4 hour minimum)	per hour.....	\$ 80.00
Overtime.....	per hour.....	\$ 120.00
Roofing/Waterproofing Inspector (4 hour minimum)	per hour.....	\$ 55.00
Overtime.....	per hour.....	\$ 82.00
Drafting	per hour.....	\$ 39.00
Administrative	per hour.....	\$ 29.00

Field Testing Service Rates

Senior Engineering Technician (4 hour minimum)	per hour.....	\$ 40.00
Overtime.....	per hour.....	\$ 60.00
a. Asphalt Batch Plant Inspection		
b. Concrete Batch Plant Inspection		
c. Drilled Pier, Pile and/or Foundation Inspection		
d. Field Compaction Testing and Observation		
e. Laboratory Technician		
f. Pre-cast Concrete Inspection		
g. Sample Pick Up		
h. Soil Cement or Lime Stabilization Inspection		
i. Reinforcing Steel Inspection		

Engineering Technician (4 hour minimum)	per hour.....	\$ 38.00
Overtime.....	per hour.....	\$ 57.00
a. Concrete Placement Inspection		
b. Cylinder/Cube/Beam Pick Up (2 hour minimum)		

Coring		
a. Concrete Pavement (3 core minimum)	min charge	\$ 210.00
Up to 4 Inch Thickness, 4 Inch Diameter Bit	per core.....	\$ 68.00
b. Structural Concrete	will quote upon request	
c. Asphaltic Concrete Pavement (3 core minimum)	min charge	\$ 210.00
Up to 4 Inch Thickness, 4 Inch Diameter.. ..	per core.....	\$ 63.00

Note: Larger diameters or thicknesses required will be cored at the rate of \$1.60 per inch thickness and per inch diameter.

Floor Flatness Inspection	per trip.....	\$ 685.00
Field Sieva Analysis	each	\$ 11.00
Field Percent Solids of Lime Slurry	each	\$ 16.00

Equipment Rates

James R-Meter	per day.....	\$ 58.00
Nuclear Density Gauge	per hour.....	\$ 7.00
Skidmore Wilhelm.....	per day.....	\$ 58.00
Ultrasonic Testing Equipment	per day.....	\$ 100.00
Vehicle Charge (4 hour minimum).....	per hour.....	\$ 8.00



PROFESSIONAL SERVICE INDUSTRIES, INC.
 3730 Dacoma Street * Houston * TX 77092 * 713-224-2047
Schedule of Services & Fees
Effective January 2016 - Valid through December 2016

Laboratory Testing Rates

Concrete

Laboratory testing of concrete, mortar, and grout specimens:

a. Concrete Compressive Strength	each	\$ 13 00
b. Reserves Not Tested	each	\$ 13 00
c. Lightweight Concrete Compressive Strength	each	\$ 14 50
d. Density of Lightweight Concrete Cylinders	each	\$ 25 00
e. Flexural Concrete Strength (beams)	each	\$ 19 00
f. Concrete Tensile Strength	each	\$ 40 00
g. Compressive Strength of Cubes	each	\$ 17 00
h. Compressive Strength of Grout Prisms	each	\$ 21 00
i. Preparation and Testing of Concrete Cores	each	\$ 48 00

Face Brick

Absorption and Saturation	set of 5	\$ 190 00
Compressive Strength	set of 5	\$ 190 00
Compressive Strength of Masonry Prisms	each	\$ 265 00
Compressive Strength of Masonry or Concrete Block	each	\$ 132 00

Mix Design

a. Testing of Aggregates (absorption, specific gravity, unit weight)	per series	\$ 90 00
b. Proportioning and Preparation of Concrete	per point	\$ 265 00
Note: Cylinders and Sampling of Materials will be charged at applicable rates.		
c. Concrete Mix Design Review for Compliance to ACI or ASTM Standards	each	\$ 137 00

Soils and Aggregates

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D 698 & D 1557, Method B	each	\$ 135 00
b. ASTM D 698 & D 1557, Method C	each	\$ 150 00
c. Relative Density Determination	each	\$ 150 00

Atterberg Limits Determination (PI)	each	\$ 45 00
Material Finer Than #200 Sieve	each	\$ 45 00
Sieve Analysis of Aggregates	each	\$ 45 00
Compressive Strength of Soil Cement	each	\$ 45 00
Density Determination of Soil Cement	each	\$ 19 00
Grain Size Analysis, Mechanical and Hydrometer	each	\$ 152 00
Los Angeles Abrasion Test of Aggregates	each	\$ 184 00
Bearing Ratio Test (CBR), ASTM D 1883	each	\$ 174 00

Note: Moisture/Density Relationship of Soil not included.

Permeability Test:

a. Falling Head	each	\$ 180 00
b. Constant Head	each	\$ 210 00
c. Remolded Sample	each	\$ 58 00

Organic Content	each	\$ 58 00
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PROFESSIONAL SERVICE INDUSTRIES, INC.
 3730 Dacoma Street * Houston * TX 77092 * 713-224-2047
Schedule of Services & Fees
Effective January 2016 – Valid through December 2016

Asphaltic Concrete

a. Molding Specimens (3 specimens)	per set	\$ 58.00
b. Density (3 specimens).....	per set	\$ 58.00
c. Stability (3 specimens).....	per set	\$ 68.00
d. Extraction and Gradation	each	\$ 142.00
e. Theoretical Specific Gravity	each	\$ 58.00
Thickness Determination of Asphaltic Concrete Cores	each	\$ 13.00
Density Determination of Asphaltic Concrete Cores.....	each	\$ 20.00

Remarks

1. **PORTAL TO PORTAL:** All hours are portal to portal from 3730 Dacoma Street in Houston, Texas.
2. **HOURS/OVERTIME:** Fractions of hours will be billed as whole hours. Overtime is classified as all hours worked over eight (8) hours per day and hours worked after 5:00 p.m. weekdays and any hours worked on Saturdays, Sundays or Holidays.
3. **PER DIEM:** Per Diem will be charged at \$45.00 per day per man and Cost + 15% for Motel/Hotel Expenses.
4. **PROPOSAL VALIDITY:** Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
5. **ADDITIONAL SERVICES:** Services and fees not listed will be quoted upon request.
6. **REPORT REVIEW:** Project Manager/Engineer to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.2 hours per report issued.
7. **RUSH CHARGES:** Laboratory testing requiring overtime, weekend or holiday work will be invoiced at applicable test rate plus technician overtime charges.
8. **SAFETY AND TRAINING:** Safety training courses and drug screen testing will be invoiced at applicable hourly rates. The drug screen and safety course fees will be invoiced at cost + 15%.
9. **PROJECT SET UP:** A project set-up charge of a 2 hour minimum applies to all projects.
10. **ENGINEERING LETTER:** Should an engineering letter from PSI be required for a Certificate Of Occupancy (COO) permit, certain inspections may be required. Please contact PSI prior to construction for further information.



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY.** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSIST ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
11. **LIABILITY** IF PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER, IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 3% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
12. **NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
13. **INDEMNITY** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
14. **TERMINATION** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
15. **EMPLOYEES/WITNESS FEES** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
16. **HAZARDOUS MATERIALS** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treator or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
17. **CHOICE OF LAW AND EXCLUSIVE VENUE** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
18. **PROVISIONS SEVERABLE** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
19. **ENTIRE AGREEMENT** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



PROJECT DATA SHEET

PROJECT INFORMATION

Project Name: Bayview MUD Water & Wastewater Plant Generators
Project Location: 3206 HWY 146 Bacliff, Texas
Your Job No.: 2015-037 Purchase Order No.: _____

CONTACT INFORMATION

Project Manager: Juan Hernandez Phone: 361-289-8885
Email Address: juan@division16construction.com Fax: 361-289-8889
Site Contact Name: Johnny Martinez Phone: 361-774-7985
Email Address: juan@division16construction.com Fax: 361-289-8889

REPORTS (Number & Distribution)

(1) Copies To: CobbFendly () Copies To: _____
13430 Northwest Freeway Suite 1100
Houston, TX, 77040
Attn: Rachel Musgrove Attn: _____
() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____

INVOICE Information

Company Name: Division 16 Construction Corp. Cust # 1117919
Mailing Address: 5449 Bear Ln Suite 318 Phone: 361-289-8885
Corpus Christi, Tx, 78410 Fax: 361-289-8885
Attn: Chau Vo Email Address: chau@division16construction.com

MISCELLANEOUS

Other Pertinent Information: _____

COMPLETED BY:

Name: Juan Hernandez Phone: 361-289-8885
Title: General Manager Email Address: juan@division16construction.com



AGENDA ITEM #22.



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

To Be Completed By Department

1. Date of Request: 10/12/2016		2. Contract Type: Expense Revenue Other		3. Renewal Contract: NO Yes / No	
4. Department Name: Professional Services			5. Department Contact: Nicholas Foster		
6. Description: CDBG I-45/ Santa Fe Water Property Acquisition					
7. IFAS PEID No: 709341		8. IFAS Req No:		9. Orgkey: 2917299780	10. Object Code: 5713010
11. Vendor: Property Acquisition Services, Inc. (PAS)			12. Vendor Contract No:		
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
I-45/Santa Fe Water Dist. Syst	2917	68750	68750				
22. Totals:		68,750	68,750	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/25/16	Auto Renewal Contract: Yes (No)	Bid No: B161011A
Contract End Date: 10/24/17	Contract # Issued By Purchasing: CM16129	

~~* waiting on HB1295~~

Approved By:	Signature	Date
Department Head:	<i>[Signature]</i>	10/12/16
Assistant Purchasing Agent:	<i>[Signature]</i> Emma A. McLaw, CPPB	10/12/16
County Legal:	<i>[Signature]</i>	11/01/2016
Contract listed in Budget Documentation: YES NO		
County Budget Office:	<i>[Signature]</i>	11/01/16
Budget Available and Funds are/will be Available: YES NO		
County Auditor:	<i>[Signature]</i>	11/2/16

Agreement for Real Estate Acquisition Services

This Agreement is Made and Entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, ("County") and Property Acquisition Services, Inc., ("Company").

Recitals

The County desires to engage the services of the Company for the Santa Fe/I-45 Waterline ("Project"). Company desires to provide such services.

Agreement Undertakings

Section I Employment of Company

The County agrees to employ the Company and the Company agrees to perform certain professional services as stated below in connection with the Project. These services will be provided for the below stated compensation to be paid to it by the County.

Section II Character and Extent of Services

The Company shall render all professional services necessary for the successful development of the Project. All services rendered by the Company will be performed in strict compliance with all of the provisions, terms and requirements of all existing State of Texas, TxDOT and Federal regulations, in particular the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).

The Proposal for Right of Way Services dated September 13, 2016 and supplemental packet dated September 13, 2016, attached hereto as Attachment "B" is also made a part of this Agreement. But, if any term of Attachment "B" conflicts with existing State of Texas, TxDOT or Federal regulations, such regulations control.

The Company will provide all supporting documentation and assist the County by providing all the services necessary to obtain all required rights of way.

The character and extent of services to be provided by Company shall be considered complete upon approval by County and TxDOT of the various drawings, data, and tasks outlined in the Proposal.

All services provided by Company shall be of good quality and shall be performed in a professional manner. The standard care for all services performed or furnished by Company and the proposal under this Agreement will be the care and skill ordinarily used by other members of Company's profession practicing under similar conditions at the same time and in the same locality. Company will re-perform any services not meeting this standard without additional compensation.

Responsibility of the Company

The Company shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by the Company under this Agreement. The Company shall, without additional compensation, correct or revise any errors or deficiencies in the services provided.

The County's review, approval or acceptance of, or payment for any of the services required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Company shall be and remain liable to the County for all damages to the County caused by the Company's negligent performance of any of the services furnished under this Agreement.

The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

Changes

The County may, at any time, by written order, make changes within the general scope of the Agreement in the services to be performed. If such changes cause an increase or decrease in the Company's cost of, or time required for, performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim of the Company for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Company of the notification of changes, unless the County grants a further period of time before the date of final payment under the Agreement.

No services for which an additional cost or fee will be charged by the Company shall be furnished without the prior written authorization of the County.

Additional services that may be required after approval of these documents by County, or that may be required by state or federal regulations published in the State or Federal Register after the date of execution of this Agreement shall not be considered as covered by the maximum amount payable under this Agreement as provided in Section V. Additional compensation for such extra services shall be as agreed to by the County and Company.

Agreement Deliverables

The Agreement Deliverables under this Agreement will consist of the following:

- Acquisition of assigned right of way parcels
- relocation assistance
- Appraisals

- review appraisals
- access management
- curative title work
- condemnation support
- appraisal updates
- all other items required of County under the URA.
- Management services for all Right of Way acquisitions on this project.

Section III Period of Services

This Agreement shall be effective upon execution by County and the Company and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

The agreed-upon time schedule for completion of the Project is as follows:

For parcels that do not go to condemnation all the tasks and services will be successfully completed within 270 days from date of notice to proceed. For parcels that go to condemnation, all of the tasks and services short of condemnation support will be successfully completed within 120 days from date of notice to proceed.

After execution of Agreement, Company shall submit a Project Time Schedule, in the form of a bar graph, to be diligently followed during performance of services. It is understood by the County that the Company will make every effort to expedite completion of the Project in conformance with such schedule.

Section IV Coordination with County

The Company agrees to perform the services diligently and within the agreed upon time schedule.

The Company shall hold periodic conferences with the County.

To implement this coordination, the County shall make available to the Company for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Company shall submit a monthly progress report of project status which shall include a Progress Schedule in the form of a bar chart so arranged that actual progress can be shown for each time period as items of work are accomplished.

Section V Company's Compensation

As set forth in Attachment "B", the County shall compensate the Company for services performed under this Agreement monthly.

Regardless of the actual number of parcels that require relocation or condemnation support services and regardless of the amount of effort required to successfully provide all other services set

forth in Company's proposal dated September 13, 2016 and the supplemental letter dated September 13, 2016 the maximum amount payable under this Agreement is \$ 68,750.00 including expenses and reimbursables.

The maximum amount payable under this Agreement may be further revised in the event of changes in extent, complexity, or character of work requiring such revisions. No other revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Company for authorized services will be made by the County in accordance with Chapter 2251 of Texas Government Code (the "Texas Prompt Payment Act"). All remittances shall be mailed or delivered to Company's office.

**Section VI
Ownership of Documents**

All original documents produced by Company under this Agreement belong to and remain the property of the County.

County Agreements are subject to all legal requirements provided by county, state, or federal statutes, rules and regulations.

Company acknowledges that County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Open Records Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Open Records Act and as such, will be discussed and voted upon in a public meeting. Any request made by a member of the public to either inspect or acquire a copy of this Agreement or the documents produced as a result of this Agreement will not violate the terms of this Agreement.

Section VII Dispute Resolution

If a dispute arises out of or relates to an alleged breach of this Agreement and if the dispute cannot be settled through negotiation, then the Company and the County agree to submit the dispute to mediation. In the event the Company or the County desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Company and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. Mediation shall be conducted in Galveston County, TX or some other mutually agreeable location.

Section VIII Termination

The County may, by written notice to the Company, terminate this Agreement in whole or in part at any time, either for the County's convenience or because of the failure of the Company to fulfill its Agreement obligations. Upon receipt of such notice, the Company shall: (1) immediately discontinue all services affected unless the notice directs otherwise, and (2) deliver to the County all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Company in performing this Agreement, whether completed or in process.

If the termination is for the convenience of the County, an equitable adjustment in the Agreement price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

If the termination is due to the failure of the Company to fulfill its Agreement obligations, the County may take over the work and prosecute the same to completion by another Agreement or otherwise. In such cases, the Company shall be liable to the County for any additional cost occasioned to the County thereby.

If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Company had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the Agreement price shall be made as provided in paragraph 2 of this clause.

The rights and remedies of the County provided in this clause are in addition to and supersede any other rights and remedies provided by law or under this Agreement.

**Section IX
Insurance**

The Company shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts as follows:

a. Workers' Compensation insurance in accordance with the laws of the State of Texas and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Agreement, Agreementors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than \$1,000,000 each claim annual aggregate.

The Company shall, furnish certificates of insurance to the County evidencing compliance with the insurance requirements thereof. Certificates shall indicate name of the Company, name of insurance company, policy number, and terms and limits of coverage. The Company shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy or of any cancellation or non-renewal of the insurance coverage required under this Agreement. The Company shall obtain such insurance only from such companies having a Best's rating of B+/VII or better. In addition, such companies must be licensed or approved to transact business in the State of Texas.

The County shall be added as an additional insured to all policies required above, except for those policies set forth in paragraphs "a" and "e". All policies written on behalf of the Company shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e".

Section X
Equal Opportunity Clause

During the performance of this Agreement, the Company agrees as follows:

(1) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, veteran status, disability or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, veteran status, disability or national origin. Such action shall include, but not be limited to, the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; payoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.

(2) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) In the event of the Company's noncompliance with the Equal Opportunity clause of this Agreement, or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Company may be declared ineligible for further County agreements.

(4) Any act of discrimination committed by Company, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

(5) The Company shall also comply with all lobbying certification and civil rights and disadvantaged business enterprise program requirements and other similar requirements.

Section XI
Covenant Against Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Company, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section XII
Venue and Choice of Law

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be in Galveston County, Texas.

Section XIII
Address of Notices and Communications

All notices and communications under this Agreement to be mailed or delivered to Company shall be to the following address:

Property Acquisition Services, Inc.
19855 Southwest Freeway, #200
Sugarland, Texas 77479

All notices and communications under this Agreement to be mailed or delivered to County shall be to the following address:

Phil Cessac, Platting and Right-of-Way Agent
County of Galveston
722 Moody Avenue
Galveston County Courthouse
Galveston, Texas 77550

Section XIV
Section Captions

Each section under the Agreement undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

Section XV
Successors and Assigns

The County and the Company each binds itself and its successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the County nor the Company shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

Executed in three (3) counterparts (each of which is an original) on behalf of the Company by its Principal shown below, and on behalf of County by its County Judge effective this _____ day of _____, 2016.

Galveston County

Property Acquisition Services, Inc.

By _____
Mark Henry
County Judge

By Mark Hendricks

Attest: _____
Dwight Sullivan
County Clerk

Depts/Engineer/Pass Through PAS

All parcels to be billed as follows:

Appraisals

Delivery of Approved appraisal 100% per parcel price

Appraisal Review Services

Delivery of Approved Appraisal Review 100% per parcel price

Acquisition Fee Billing

Initial Offer 40% per parcel price
Submission of Deed or Final Offer Letter 40% per parcel price
Closing Package or Submission of Condemnation Package 20% per parcel price

Title Services

Receipt of Title Report 100% per parcel price

Condemnation Support

Support Services as requested Billed Hourly

Hourly Rates

Condemnation Support \$ 125.00 per hour

EXHIBIT A

County: Galveston County
Project Limits: Avenue "L" to I-45

Property Description for Parcel 01

Being a 0.0229-acre (1,000 square foot) tract of land situated in the Mary Austin Survey, A-1, Galveston County, Texas. Said 0.0229-acre tract being out of Lot 13 of the Rain River Estates Subdivision, Section 2 recorded in Plat Record 2009A, Map No. 97 and 98 of the Galveston County Plat Records, said Lot 13 being conveyed in a deed to Bilmar Homes, LLC, filed under File No. 2013078717 of the Official Public Records of Galveston County, Texas. Said 0.0229-acre tract being more particularly described as follows, with the basis of bearings being Texas State Plane Coordinate System, South Central Zone 4204:

BEGINNING at a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of Avenue "L"(width varies) according to the F.H. Thaman Subdivision recorded in Volume 231, Page 6 of the Galveston County Plat Records, for the northeast corner of Lot 60 of said F.H. Thaman Subdivision, for the southeast corner of said Lot 13, and the southeast corner of said tract herein described, said point having a Texas State Plane Coordinate of N= 13,716,435.52, E= 3,214,526.58;

THENCE South 87 deg. 50 min. 36 sec. West, a distance of 20.00 feet, along the north line of said Lot 60, and the south line of said Lot 13 to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southwest corner of said tract herein described;

THENCE North 02 deg. 09 min. 24 sec. West, a distance of 50.00 feet, over and across said Lot 13 to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described;

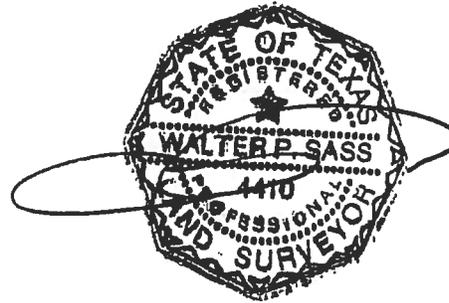
THENCE North 87 deg. 50 min. 36 sec. East, a distance of 20.00 feet, over and across said Lot 13 to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of said Avenue "L", the east line of said Lot 13, and for the northeast corner of said tract herein described;

THENCE South 02 deg. 09 min. 24 sec. East, a distance of 50.00 feet, along the west right-of-way line of said Avenue "L", and the east line of the said Lot 13 to the POINT OF BEGINNING and containing 0.0229-acre (1,000 square feet) of land.

See parcel plat exhibit of herein described easement.

Permanent Easement: 0.0229 Ac., 1,000 Sq. Ft.

Compiled By:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No. F-68



Job No.: EG685
Date: 07/31/15

ABBREVIATIONS

- CM = CONTROL MONUMENT
- C.F. No. = CLERK'S FILE NUMBER
- F.C. No. = FILM CODE NUMBER
- G.C.M.R. = GALVESTON COUNTY MAP RECORDS
- I.R. = IRON ROD
- PG = PAGE
- R.O.W. = ROW-OF-WAY
- O.P.R.P.G.C. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY GALVESTON COUNTY
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- SQ. FT. = SQUARE FEET
- VOL = VOLUME

BASIS OF BEARINGS:
 TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 (NAD 83) (2011 Adj)

NOTE:
 THE COORDINATES AND DISTANCES SHOWN HEREON ARE GRID AND MAYBE BROUGHT TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00133408

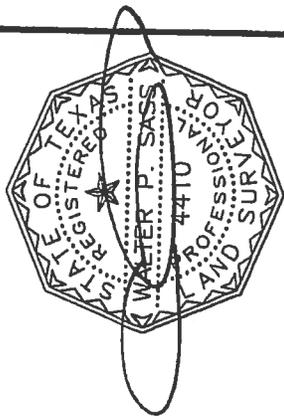
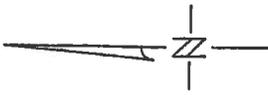
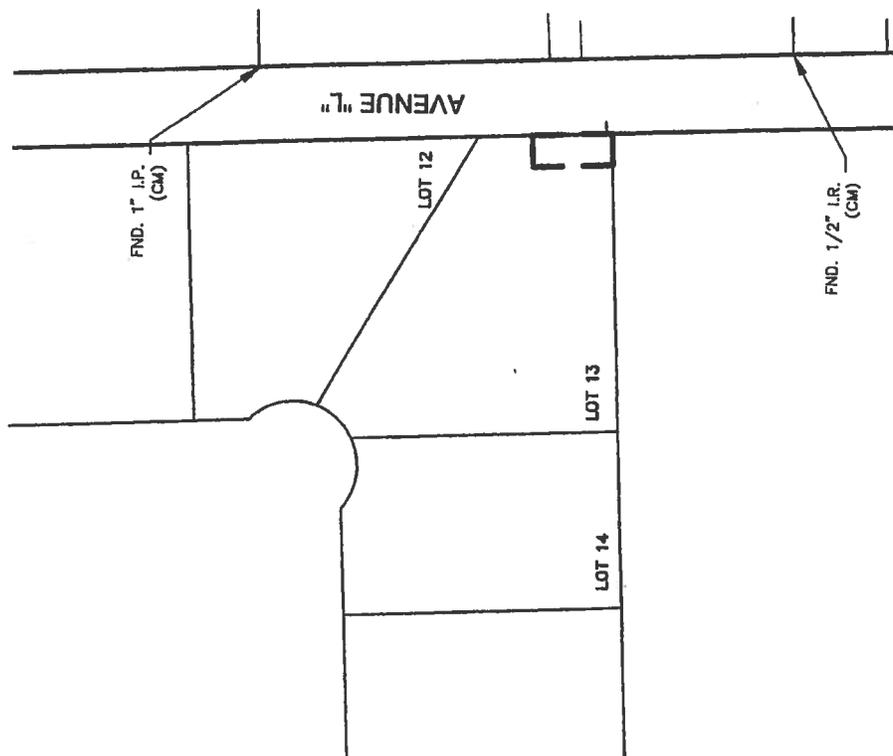
NOTE:
 ALL CORNERS SET W/ 1/2" I.R. W/ CAP STAMPED "WEISSER ENG HOUSTON, TX" UNLESS OTHERWISE NOTED.



WEISSER Engineering Co.
 19500 Park Row, Suite 100
 Houston, Texas 77084
 (281) 579 - 7300
www.WeisserEng.com
 T&P.E.R. # -58 T&P.L.S. #100518-00

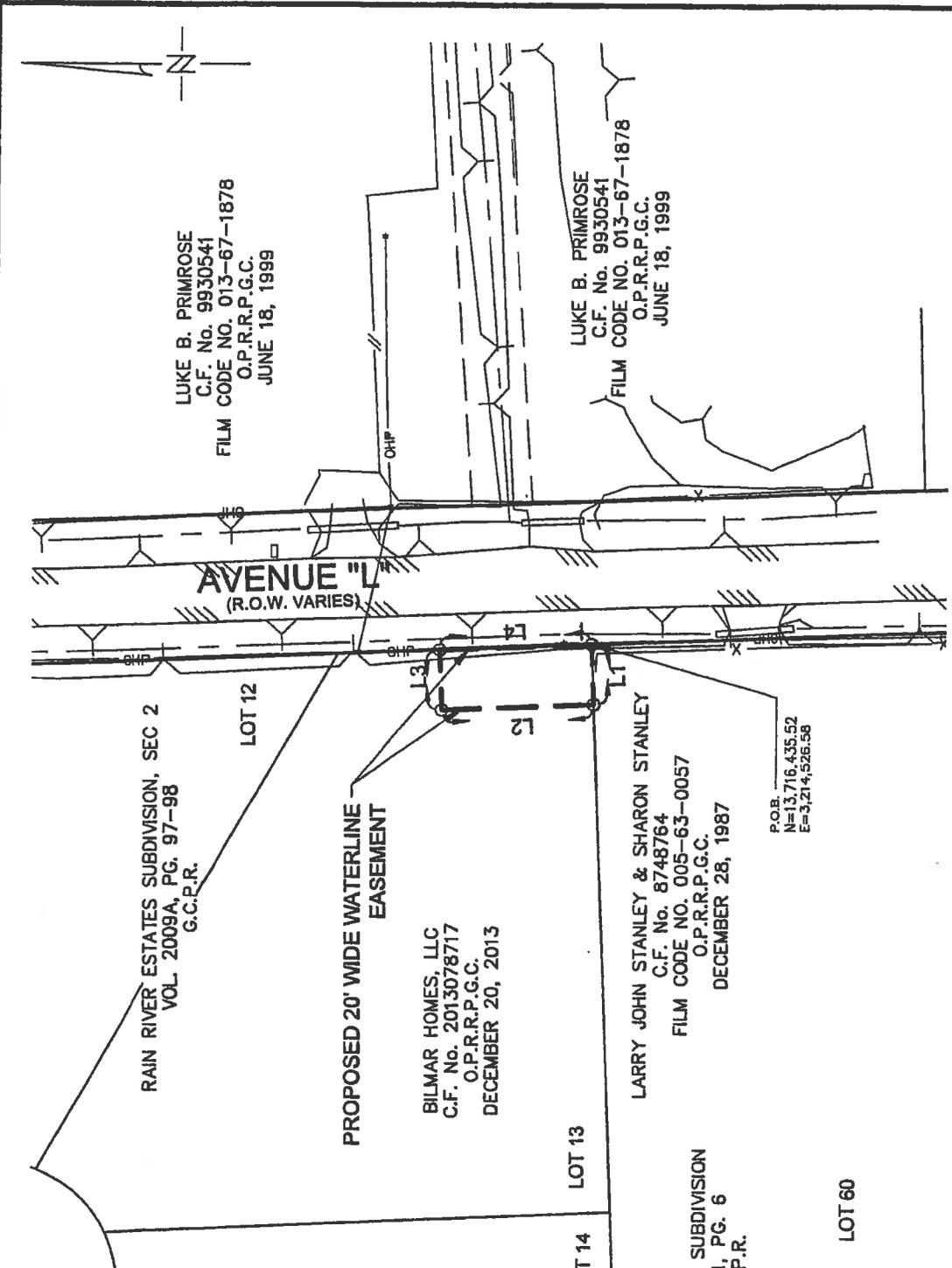
PARCEL 01
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS

PARENT TRACT INSET
 PARCEL 01
 N.T.S.



EXISTING	TAKING AC/SF	REMAINING
0.6084 AC (CALC)	0.0228 AC, 1,000 SQ. FT.	0.5855 AC
© Copyright 2015 Weisser Engineering Company, Inc.		
DRAWN BY: S.T.H.	CALC'D. BY: J.H.	SCALE: N.T.S.
F.B. NO:	CHECKED BY: J.C.M.	SHEET 03 OF 04
CREW CHIEF:	DATE: 07/31/2015	JOB No.: EG685

Line Table		
Line #	Length	Direction
L1	20.00'	S 87° 50' 36" W
L2	50.00'	N 02° 09' 24" W
L3	20.00'	N 87° 50' 36" E
L4	50.00'	S 02° 09' 24" E



WEISSER Engineering Co.
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T&P.E.R. #-88 T&P.L.S. #100518-00

PARCEL 01
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS

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DRAWN BY: S.T.H.	CALC'D. BY: J.H.	SCALE: 1" = 50'
F.B. NO:	CHECKED BY: J.C.M.	SHEET 04 OF 04
CREW CHIEF:	DATE: 07/31/2015	JOB No.: EG685

EXHIBIT A

County: Galveston County
Project Limits: Avenue "L" to I-45

Property Description for Parcel 02

Being a 0.4758-acre (20,728 square foot) tract of land situated in the Mary Austin Survey, A-1, Galveston County, Texas. Said 0.4758-acre tract being out of Lot 61 of the F.H. Thaman Subdivision recorded in Volume 231, Page 6 of the Galveston County Plat Records, and out of a tract of land described in a deed to Luke B. Primrose, filed under Clerk's File No. 9930541, Film Code No. 013-67-1878 of the Official Public Records of Real Property of Galveston County, Texas. Said 0.4758-acre tract being more particularly described as follows, with the basis of bearings being Texas State Plane Coordinate System, South Central Zone 4204:

COMMENCING at a 5/8" inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east right-of-way line of Avenue "L"(width varies) as recorded in said F.H. Thaman Subdivision, and for the northwest corner of said Primrose tract, said point having a Texas State Plane Coordinate of N=13,716,658.02, E=3,214,565.73, from which a found 1" Iron Pipe bears South 74 deg. 32 min. 03 sec. East, a distance of 0.83 feet:

THENCE South 02 deg. 09 min. 24 sec. East, a distance of 182.90 feet, along the east right-of-way line of said Avenue "L", and the west line of the said Primrose tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner and **POINT OF BEGINNING** of said tract herein described, said point having a Texas State Plane Coordinate of N=13,716,475.29, E=3,214,572.61;

THENCE North 86 deg. 00 min. 42 sec. East, a distance of 453.10 feet, over and across said Primrose tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 88 deg. 49 min. 31 sec. East, a distance of 583.30 feet, over and across said Primrose tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east line of said Primrose tract, the east line of said Lot 61, in the west line of a tract of land described in a deed to George N. Jernigan and Steven F. Allen, filed under Volume 2397, Page 349 of the Deed Records of Galveston County, Texas, and for the northeast corner of said tract herein described;

THENCE South 02 deg. 00 min. 01 sec. East, a distance of 20.00 feet, along the west line of the Jernigan tract, along the east line of said Primrose tract, and the east line of said Lot 61 to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE South 88 deg. 49 min. 31 sec. West, a distance of 583.10 feet, over and across said Primrose tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE South 86 deg. 00 min. 42 sec. West, a distance of 453.25 feet, over and across said Primrose tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east right-of-way line of said Avenue "L", the west line of said Lot 61, the west line of said Primrose tract, and for the southwest corner of said tract herein described;

THENCE North 02 deg. 09 min. 24 sec. West, a distance of 20.01 feet, along the east right-of-way line of said Avenue "L", and the west line of the said Primrose tract to the **POINT OF BEGINNING** and containing 0.4758-acre (20,728 square feet) of land.

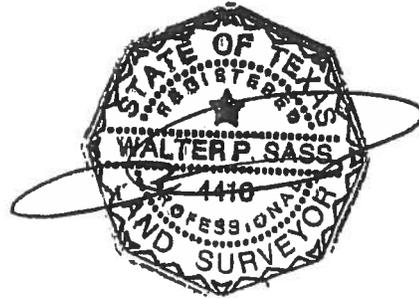
See parcel plat exhibit of herein described easement.

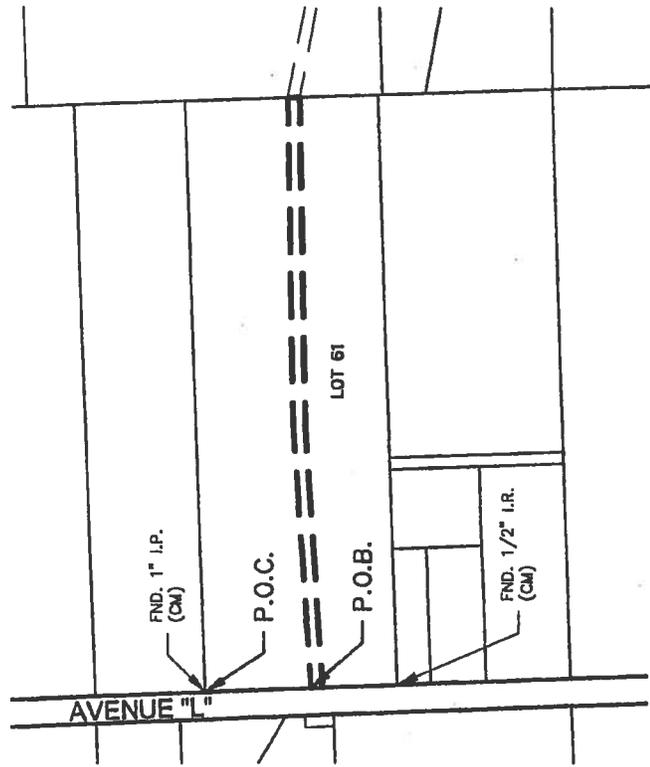
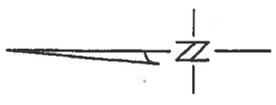
Permanent Easement: 0.4758 Ac., 20,728 Sq. Ft.

Total Temporary Workspace: 0.4159 Ac., 18,118 Sq. Ft.

Compiled By:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No. F-68

Job No.: EG685
Date: 07/31/15





PARENT TRACT INSET
PARCEL 02
N.T.S.

ABBREVIATIONS

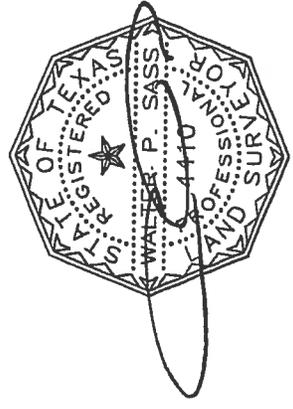
- CM = CONTROL MONUMENT
 - C.F. No. = CLERK'S FILE NUMBER
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 - SQ. FT. = SQUARE FEET
 - VOL = VOLUME
- BASIS OF BEARINGS:**
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 (NAD 83) (2011 Adj)

NOTE:
THE COORDINATES AND DISTANCES SHOWN HEREON ARE GRID AND MAYBE BROUGHT TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00133408

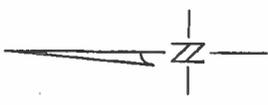
NOTE:
ALL CORNERS SET W/ 1/2" I.R. W/ CAP STAMPED "WEISSER ENG HOUSTON, TX" UNLESS OTHERWISE NOTED.

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
WEISSER ENGINEERING
TEMPER. P-88 TAB.P.L.S. #00516-00

PARCEL 02
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS



EXISTING	TAKING AC/SF	REMAINING
7.926 AC (CALC)	0.4758 AC, 20,728 SQ. FT.	7.450 AC
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DRAWN BY: S.T.H.	CALC'D. BY: J.H.	SCALE: N.T.S.
F.B. NO:	CHECKED BY: J.C.M.	SHEET 03 OF 06
CREW CHIEF:	DATE: 07/31/2015	JOB No.: EG685



SEE SHEET 02

FND. 1" LP.
(bears S74°32'03"E, 0.83')

PROPOSED 20' WIDE TEMPORARY
CONSTRUCTION EASEMENT

LUKE B. PRIMROSE
C.F. No. 9930541
FILM CODE NO. 013-67-1878
O.P.R.R.P.G.C.
JUNE 18, 1999

PROPOSED 20' WIDE TEMPORARY
CONSTRUCTION EASEMENT

PROPOSED 20' WIDE WATERLINE
EASEMENT

LUKE B. PRIMROSE
C.F. No. 9930541
FILM CODE NO. 013-67-1878
O.P.R.R.P.G.C.
JUNE 18, 1999

LOT 61

S 02° 09' 24" E - 182.90'

AVENUE "L"
(R.O.W. VARIES)

P.O.C.
N = 13,716,658.02
E = 3,214,565.73

P.O.B.
N = 13,716,475.29
E = 3,214,572.61

Line Table		
Line #	Length	Direction
L2	20.01'	N 02° 09' 24" W



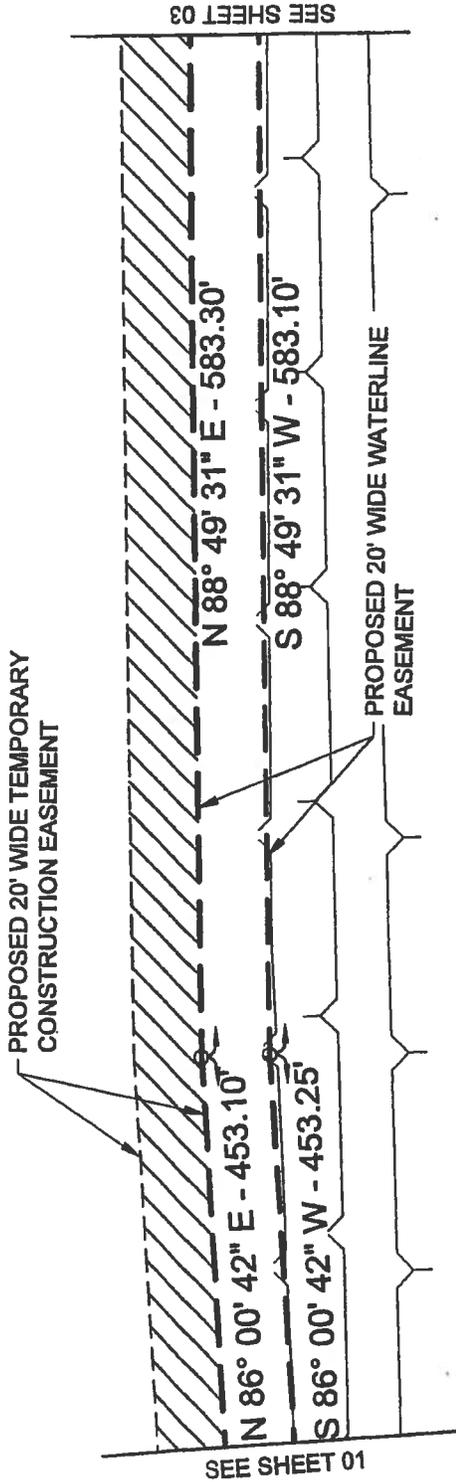
**WEISSER
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T.E.P.E.R. # 50 TAP/L.S. 000518-00

**PARCEL 02
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS**

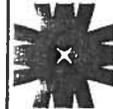
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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO:		CHECKED BY:	J.C.M.	SHEET	04 OF 06
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

LUKE B. PRIMROSE
 C.F. No. 9930541
 FILM CODE NO. 013-67-1878
 O.P.R.P.G.C.
 JUNE 18, 1999



LUKE B. PRIMROSE
 C.F. No. 9930541
 FILM CODE NO. 013-67-1878
 O.P.R.P.G.C.
 JUNE 18, 1999



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 WWW.WEISSERENG.COM
 TOLL FREE 1-888-TRIP.L.S. #100518-00

**PARCEL 02
 WATERLINE EASEMENT
 MARY AUSTIN SURVEY, A-1
 GALVESTON COUNTY, TEXAS**

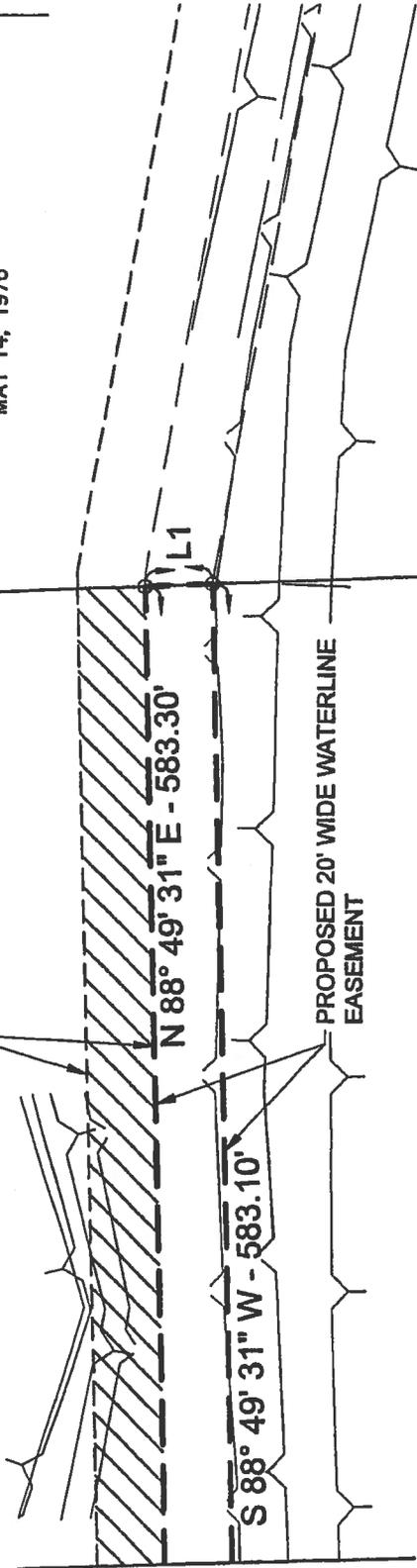
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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO:		CHECKED BY:	J.C.M.	SHEET 05 OF 06	
CREW CHIEF:		DATE:	07/31/2015	JOB No.: EG685	

Line Table		
Line #	Length	Direction
L1	20.00'	S 02° 00' 01" E

LUKE B. PRIMROSE
 C.F. No. 9930541
 FILM CODE NO. 013-67-1878
 O.P.R.R.P.G.C.
 JUNE 18, 1999

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT



SEE SHEET 02

GEORGE N. JERNIGAN &
 STEVEN F. ALLEN
 VOL. 2397, PG. 349
 G.C.D.R.
 MAY 14, 1976

GEORGE N. JERNIGAN &
 STEVEN F. ALLEN
 VOL. 2397, PG. 349
 G.C.D.R.
 MAY 14, 1976

LUKE B. PRIMROSE
 C.F. No. 9930541
 FILM CODE NO. 013-67-1878
 O.P.R.R.P.G.C.
 JUNE 18, 1999

**WEISSER
 Engineering Co.**
 19500 Park Row, Suite 100
 Houston, Texas 77084
 (281) 579 - 7300
 www.WeisserEng.com
 T&P/EE F&E T&P/LS #100818-00

**PARCEL 02
 WATERLINE EASEMENT
 MARY AUSTIN SURVEY, A-1
 GALVESTON COUNTY, TEXAS**

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO:		CHECKED BY:	J.C.M.	SHEET	06 OF 06
CREW CHIEF:		DATE	07/31/2015	JOB No.:	EG685

EXHIBIT A

County: Galveston County
Project Limits: Avenue "L" to I-45

Property Description for Parcel 03

Being a 0.1727-acre (7,524 square foot) tract of land situated in the Mary Austin Survey, A-1, Galveston County, Texas. Said 0.1727-acre tract being out of Lot 26 of the MacGregor's Subdivision recorded in Volume 92, Page 467 of the Galveston County Plat Records, and out of a tract of land described in a deed to George N. Jernigan and Steven F. Allen, recorded in Volume 2397, Page 349 of the Deed Records of Galveston County, Texas. Said 0.1727-acre tract being more particularly described as follows, with the basis of bearings being Texas State Plane Coordinate System, South Central Zone 4204:

COMMENCING at a 5/8" inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of Avenue "J"(width varies) as recorded in said MacGregor's Subdivision, for the northeast corner of a tract of land described in a deed to Keith A. Roll, recorded under File No. 2014009984 of the Official Public Records of Galveston County, Texas, and for the most easterly southeast corner of said Jernigan tract, said point having a Texas State Plane Coordinate of N=13,716,525.11, E=3,216,121.01;

THENCE South 87 deg. 59 Min. 59 sec. West, a distance of 145.20 feet, along the north line of said Roll tract, and the south line of said Jernigan tract to a point;

THENCE South 02 deg. 00 min. 01 sec. East, a distance of 65:67 feet, along the an east line of said Jernigan tract, and the west line of said Roll tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast corner and **POINT OF BEGINNING** of said tract herein described, said point having a Texas State Plane Coordinate of N=13,716,454.43, E=3,215,978.21;

THENCE South 02 deg. 00 min. 01 sec. East, a distance of 20.44 feet, continuing along the an east line of said Jernigan tract, and the west line of said Roll tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE North 80 deg. 04 min. 08 sec. West, a distance of 375.64 feet, over and across said Jernigan tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE South 88 deg. 49 min. 31 sec. West, a distance of 0.61 feet, over and across said Jernigan tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west line of said Jernigan tract, the west line of said Lot 26, the east line of Lot 61 of the F.H. Thaman Subdivision recorded in Volume 231, Page 6 of the Galveston County Plat Records, the east line of a tract of land described in a deed to Luke B. Primrose, filed under Clerk's File No. 9930541, Film Code No. 013-67-1878 of the Official Public Records of Real Property of Galveston County, Texas, and for the southwest corner of said tract herein described;

THENCE North 02 deg. 00 min. 01 sec. West, a distance of 20.00 feet, along the west line of said Jernigan tract, and the east line of said Primrose tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described;

THENCE North 88 deg. 49 min. 31 sec. East, a distance of 2.84 feet, over and across said Jernigan tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE South 80 deg. 04 min. 08 sec. East, a distance of 373.36 feet, over and across said Jernigan tract to the **POINT OF BEGINNING** and containing 0.1727-acre (7,524 square feet) of land.

See parcel plat exhibit of herein described easement.

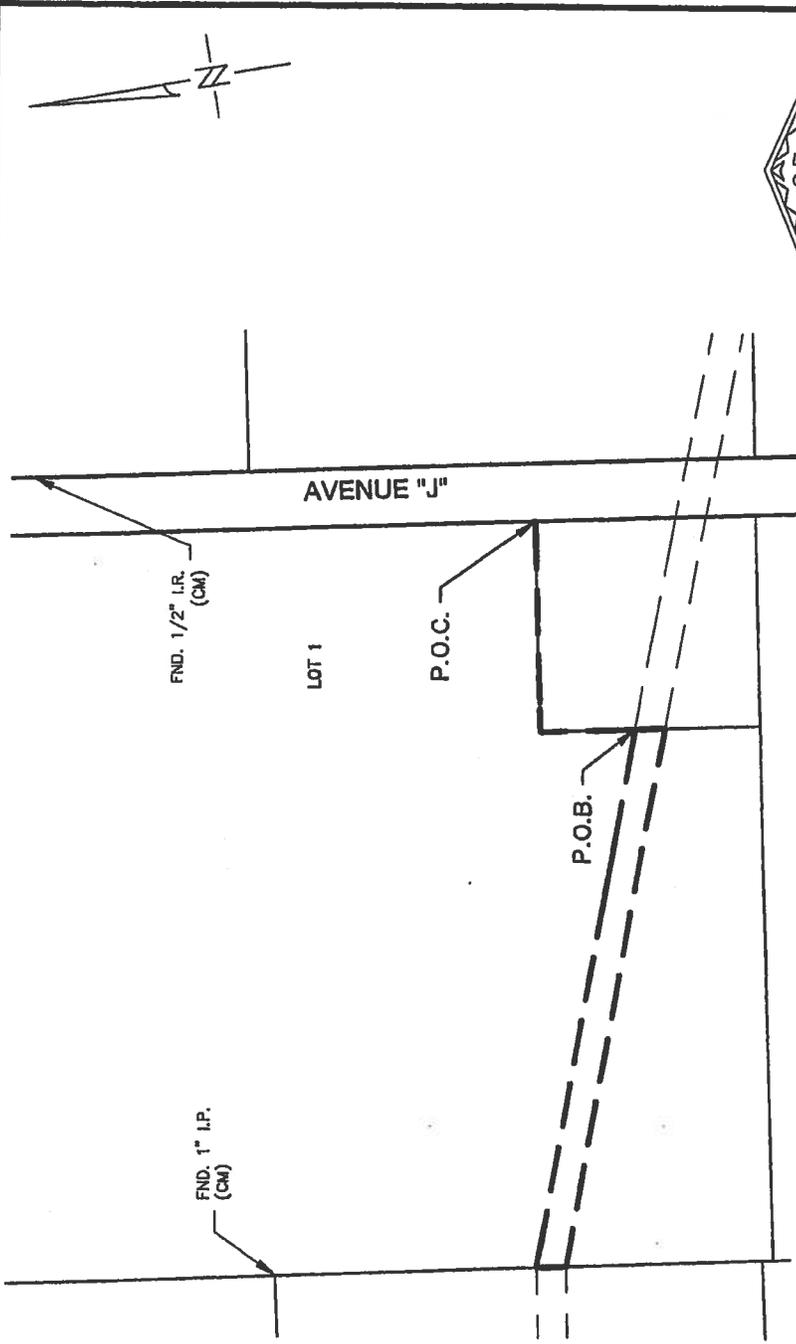
Permanent Easement: 0.1727 Ac., 7,524 Sq. Ft.

Total Temporary Workspace: 0.1629 Ac., 7,097 Sq. Ft.

Compiled By:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No. F-68

Job No.: EG685
Date: 07/31/15





PARENT TRACT INSET
PARCEL 03
N.T.S.

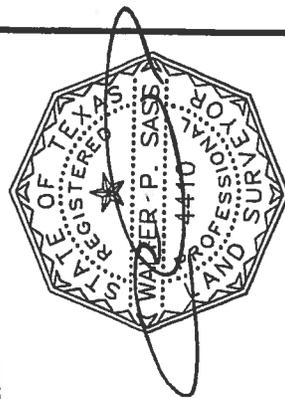
ABBREVIATIONS:

- CM = CONTROL MONUMENT
- C.F. No. = CLERK'S FILE NUMBER
- F.C. No. = FILM CODE NUMBER
- G.C.M.R. = GALVESTON COUNTY MAP RECORDS
- I.R. = IRON ROD
- PG = PAGE
- R.O.W. = ROW-OF-WAY
- O.P.R.P.G.C. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY GALVESTON COUNTY
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- SQ. FT. = SQUARE FEET
- VOL = VOLUME

BASIS OF BEARINGS:
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 (NAD 83) (2011 Adj.)

NOTE:
THE COORDINATES AND DISTANCES SHOWN HEREON ARE GRID AND MAYBE BROUGHT TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00133408

NOTE:
ALL CORNERS SET W/ 1/2" I.R. W/ CAP STAMPED "WEISSER ENG HOUSTON, TX" UNLESS OTHERWISE NOTED.



EXISTING	TAKING AC/SE	REMAINING
9.48 AC (CALC.)	0.1727 AC, 7,524 SQ. FT.	8.325 AC
© Copyright 2015 Weisser Engineering Company, Inc.		
DRAWN BY: S.T.H.	CALC'D. BY: J.H.	SCALE: N.T.S.
F.B. NO:	CHECKED BY: J.C.M.	SHEET 03 OF 04
CREW CHIEF:	DATE: 07/31/2015	JOB No.: EG685

PARCEL 03
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS



WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
www.WeisserEng.com
T&P: EX. # 58 T&P: L.S. # 00018-00

P.O.C.
 N = 13,716,525.11
 E = 3,216,121.01
 S 87° 59' 59" W
 - 145.20'

P.O.B.
 N = 13,716,454.43
 E = 3,215,978.21

JERNIGAN SUBDIVISION
 VOL. 18, PG. 904
 G.C.M.R.

GEORGE N. JERNIGAN &
 STEVEN F. ALLEN
 VOL. 2397, PG. 349
 G.C.D.R.
 MAY 14, 1976

LOT 1

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

N 88° 49' 31" E - 2.84'

S 80° 04' 08" E - 373.36'

N 80° 04' 08" W - 375.64'

S 88° 49' 31" W - 0.61'

PROPOSED 20' WIDE WATERLINE
 EASEMENT

GEORGE N. JERNIGAN &
 STEVEN F. ALLEN
 VOL. 2397, PG. 349
 G.C.D.R.
 MAY 14, 1976

KEITH A. ROLL
 C.F. No. 2014009984
 O.P.R.R.P.G.C.
 FEBRUARY 28, 2014

LUKE B. PRIMROSE
 C.F. No. 9930541
 FILM CODE NO. 013-67-1878
 O.P.R.R.P.G.C.
 JUNE 18, 1999

F.H. THAMAN
 SUBDIVISION
 VOL. 231, PG. 6
 G.C.P.R.

Line Table		
Line #	Length	Direction
L1	20.44'	S 02° 00' 01" E
L2	20.00'	N 02° 00' 01" W

WEISSER Engineering Co.
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 TAPPER #1-88 18.P.L.S #100318-00

**PARCEL 03-WATERLINE
 EASEMENT**
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO:		CHECKED BY:	J.C.M.		SHEET 04 OF 04
CREW CHIEF:		DATE:	07/31/2015		JOB No.: EG685

EXHIBIT A

County: Galveston County
Project Limits: Avenue "L" to I-45

Property Description for Parcel 04

Being a 0.0681-acre (2,968 square foot) tract of land situated in the Mary Austin Survey, A-1, Galveston County, Texas. Said 0.0681-acre tract being out of Lot 1 of the Jernigan Subdivision recorded in Volume 18, Page 904 of the Galveston County Plat Records, and out of a tract of land described in a deed to Keith A. Roll, recorded under File No. 2014009984 of the Official Public Records of Galveston County, Texas. Said 0.0681-acre tract being more particularly described as follows, with the basis of bearings being Texas State Plane Coordinate System, South Central Zone 4204:

COMMENCING at a 5/8" inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of Avenue "J"(width varies) as recorded in MacGregor's Subdivision recorded in Volume 92, Page 467 of the Galveston County Plat Records, for the most easterly southeast corner of a tract of land described in a deed to George N. Jernigan and Steven F. Allen, recorded in Volume 2397, Page 349 of the Deed Records of Galveston County, Texas, and for the northeast corner of said Roll tract, said point having a Texas State Plane Coordinate of N=13,716,525.11, E=3,216,121.01;

THENCE South 02 deg. 00 min. 01 sec. East, a distance of 96.35 feet, along the west right-of-way line of said Avenue "J", the east line of said Lot 1, and the east line of said Roll tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast corner and **POINT OF BEGINNING** of said tract herein described, said point having a Texas State Plane Coordinate of N=13,716,428.83, E=3,216,124.38;

THENCE South 02 deg. 00 min. 01 sec. East, a distance of 20.44 feet, continuing along the west right-of-way line of said Avenue "J", the east line of said Lot 1, and the east line of said Roll tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE North 80 deg. 04 min. 08 sec. West, a distance of 148.41 feet, over and across said Roll tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west line of said Roll tract, an east line of said Jernigan tract, and for the southwest corner of said tract herein described;

THENCE North 02 deg. 00 min. 01 sec. West, a distance of 20.44 feet, along the east line of said Jernigan tract, and the west line of said Roll tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described;

THENCE South 80 deg. 04 min. 08 sec. East, a distance of 148.41 feet, over and across said Roll tract to the **POINT OF BEGINNING** and containing 0.0681-acre (2,968 square feet) of land.

See parcel plat exhibit of herein described easement.

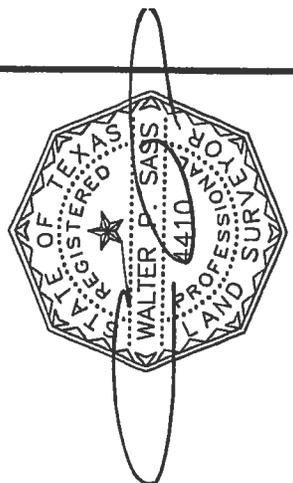
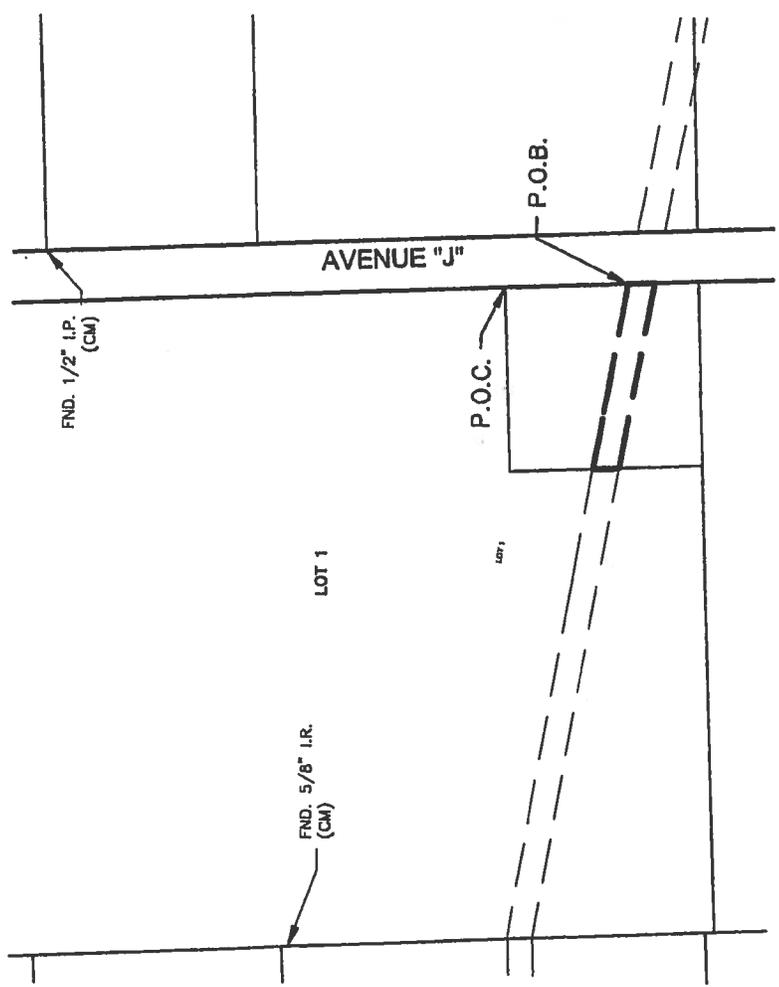
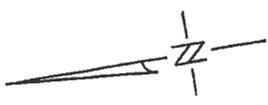
Permanent Easement: 0.0681 Ac., 2,968 Sq. Ft.

Total Temporary Workspace: 0.0439 Ac., 1,912 Sq. Ft.

Compiled By:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No. F-68

Job No.: EG685
Date: 07/31/15





PARENT TRACT INSET
PARCEL 04
N.T.S.

ABBREVIATIONS

- CM = CONTROL MONUMENT
- C.F. No. = CLERK'S FILE NUMBER
- F.C. No. = FILM CODE NUMBER
- G.C.M.R. = GALVESTON COUNTY MAP RECORDS
- I.R. = IRON ROD
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- R.O.W. = ROW-OF-WAY
- O.P.R.P.G.C. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY GALVESTON COUNTY
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- SQ. FT. = SQUARE FEET
- VOL. = VOLUME

BASIS OF BEARINGS:

TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 (NAD 83) (2011 Adj.)

NOTE:
THE COORDINATES AND DISTANCES SHOWN HEREON ARE GRID AND MAYBE BROUGHT TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00133408

NOTE:
ALL CORNERS SET W/ 1/2" I.R. W/ CAP STAMPED "WEISSER ENG HOUSTON, TX" UNLESS OTHERWISE NOTED.

EXISTING	TAKING AC/SF	REMAINING
0.5000 AC (CALC.)	0.0681 AC 2,968 SQ. FT.	0.4319 AC
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DRAWN BY: S.T.H.	CALC'D. BY: J.H.	SCALE: N.T.S.
F.B. NO:	CHECKED BY: J.C.M.	SHEET 03 OF 04
CREW CHIEF:	DATE: 07/31/2015	JOB No.: EG685

PARCEL 04
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS

WEISSER Engineering Co.
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www.WeisserEng.com
T.E.P.E.R. #48 T.A.P.L.S. #00518-00

Line Table

Line #	Length	Direction
L1	20.44'	S 02° 00' 01" E
L2	20.44'	N 02° 00' 01" W

GEORGE N. JERNIGAN &
STEVEN F. ALLEN
VOL. 2397, PG. 349
G.C.D.R.
MAY 14, 1976

P.O.C.
N = 13,716,525.11
E = 3,216,121.01

LOT 1

PROPOSED 20' WIDE TEMPORARY
CONSTRUCTION EASEMENT

JERNIGAN SUBDIVISION
VOL. 18, PG. 904
G.C.M.R.

KEITH A. ROLL
C.F. No. 2014009984
O.P.R.P.G.C.
FEBRUARY 28, 2014

PROPOSED 20' WIDE TEMPORARY
CONSTRUCTION EASEMENT

P.O.B.

N = 13,716,428.83
E = 3,216,124.38

S 80° 04' 08" E - 148.41'

N 80° 04' 08" W - 148.41'

PROPOSED 20' WIDE WATERLINE
EASEMENT

GEORGE N. JERNIGAN &
STEVEN F. ALLEN
VOL. 2397, PG. 349
G.C.D.R.
MAY 14, 1976

AVENUE "J"
(UNDEVELOPED)

DOUGLAS W. KATER & CYNTHIA B.
KATER
CLERK'S FILE NO. 2001003373
O.P.R.P.G.C.
JANUARY 19, 2001

JOSEPH ALAN WALTON, SR.
CLERK'S FILE NO.
2000053783
O.P.R.P.G.C.
OCTOBER 16, 2000



**WEISSER
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(281) 579 - 7300
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TELEPHONE # 68 18P.L.S. #100518-00

**PARCEL 04
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS**

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO:		CHECKED BY:	J.C.M.	SHEET	04 OF 04
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

EXHIBIT A

County: Galveston County
Project Limits: Avenue "L" to I-45

Property Description for Parcel 05

Being a 0.1008-acre (4,391 square foot) tract of land situated in the Mary Austin Survey, A-1, Galveston County, Texas. Said 0.1008-acre tract being out of Lot 25 of the MacGregor's Subdivision recorded in Volume 92, Page 467 of the Galveston County Plat Records, and out of a tract of land described in a deed to Joseph Alan Walton, Sr., recorded under File No. 2000053783 of the Official Public Records of Real Property of Galveston County, Texas. Said 0.1008-acre tract being more particularly described as follows, with the basis of bearings being Texas State Plane Coordinate System, South Central Zone 4204:

Part 1

COMMENCING at a 5/8" inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east right-of-way line of Avenue "J"(width varies) as recorded in said MacGregor's Subdivision, for the northwest corner of a tract of land described in a deed to Douglas W. Kater and Cynthia B. Kater, recorded under Clerk's File No. 2001003373 of the Official Public Records of Real Property of Galveston County, Texas, the southwest corner of said Lot 25, the northwest corner of Lot 27 of said MacGregor's Subdivision, and the northeast corner of said Walton tract, said point having a Texas State Plane Coordinate of N=13,716,376.62, E=3,216,166.22;

THENCE North 02 deg. 00 min. 01 sec. West, a distance of 24.75 feet, along the east line of said Avenue "J", the west line of said Lot 25, and the west line of said Walton tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most westerly southwest corner and **POINT OF BEGINNING** of said tract herein described, said point having a Texas State Plane Coordinate of N=13,716,401.36, E=3,216,165.36;

THENCE North 02 deg. 00 min. 01 sec. West, a distance of 20.44 feet, continuing along the east line of said Avenue "J", the west line of said Lot 25, and the west line of said Walton tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described;

THENCE South 80 deg. 04 min. 08 sec. East, a distance of 218.61 feet, over and across said Walton tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the south line of said Walton tract, the south line of said Lot 25, the north line of said Kater tract, the north line of said Lot 27, and for the southeast corner of said tract herein described;

THENCE South 87 deg. 59 min. 59 sec. West, a distance of 96.74 feet, along the south line of said Walton tract, the south line of said Lot 25, the north line of said Kater tract, and the north line of said Lot 27 to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most easterly southwest corner of said tract herein described;

THENCE North 80 deg. 04 min. 08 sec. West, a distance of 119.73 feet, over and across said Walton tract to the **POINT OF BEGINNING** and containing 0.0777-acre (3,383 square feet) of land for Part 1.

Part 2

COMMENCING at a 5/8" inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east right-of-way line of Avenue "J"(width varies) as recorded in said MacGregor's Subdivision, for the northwest corner of a tract of land described in a deed to Douglas W. Kater and Cynthia B. Kater, recorded under Clerk's File No. 2001003373 of the Official Public Records of Real Property of Galveston County, Texas, the southwest corner of said Lot 25, the northwest corner of Lot 27 of said MacGregor's Subdivision, and the northeast corner of said Walton tract, said point having a Texas State Plane Coordinate of N=13,716,376.62, E=3,216,166.22;

THENCE North 87 deg. 59 min. 59 sec. East, a distance of 430.57 feet, along the south line of said Walton tract, the south line of said Lot 25, the north line of said Kater tract, and the north line of said Lot 27 to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southwest corner and **POINT OF BEGINNING** of said tract herein described, said point having a Texas State Plane Coordinate of N=13,716,391.65, E=3,216,596.47;

THENCE North 71 deg. 05 min. 30 sec. East, a distance of 77.53 feet, over and across said Walton tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 62 deg. 02 min. 59 sec. East, a distance of 9.04 feet, over and across said Walton tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east line of said Walton tract, the east line of said Lot 25, in a west line of a tract of land described in a deed to Land Tejas Texas City, LTD, recorded under Clerk's File No. 2006002502 of the Official Public Records of Real Property of Galveston County, Texas, and for the northeast corner of said tract herein described;

THENCE South 01 deg. 58 min. 10 sec. East, a distance of 22.25 feet, along the east line of said Walton tract, the east line of said Lot 25, and the west line of said Tejas tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most easterly southeast corner of said tract herein described;

THENCE South 62 deg. 02 min. 59 sec. West, a distance of 0.88 feet, over and across said Walton tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE South 71 deg. 05 min. 30 sec. West, a distance of 13.32 feet, over and across said Walton tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the south line of said Walton tract, the south line of said Lot 25, the north line of said Kater tract, the north line of said Lot 27, and for the most westerly southeast corner of said tract herein described;

THENCE South 87 deg. 59 min. 59 sec. West, a distance of 68.77 feet, along the south line of said Walton tract, the south line of said Lot 25, the north line of said Kater tract, and the north line of said Lot 27 to the **POINT OF BEGINNING** and containing 0.0231-acre (1,008 square feet) of land for Part 2.

See parcel plat exhibit of herein described easement.

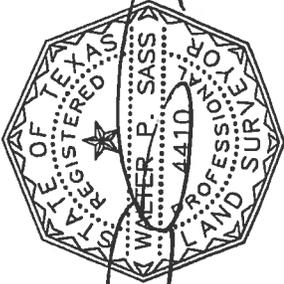
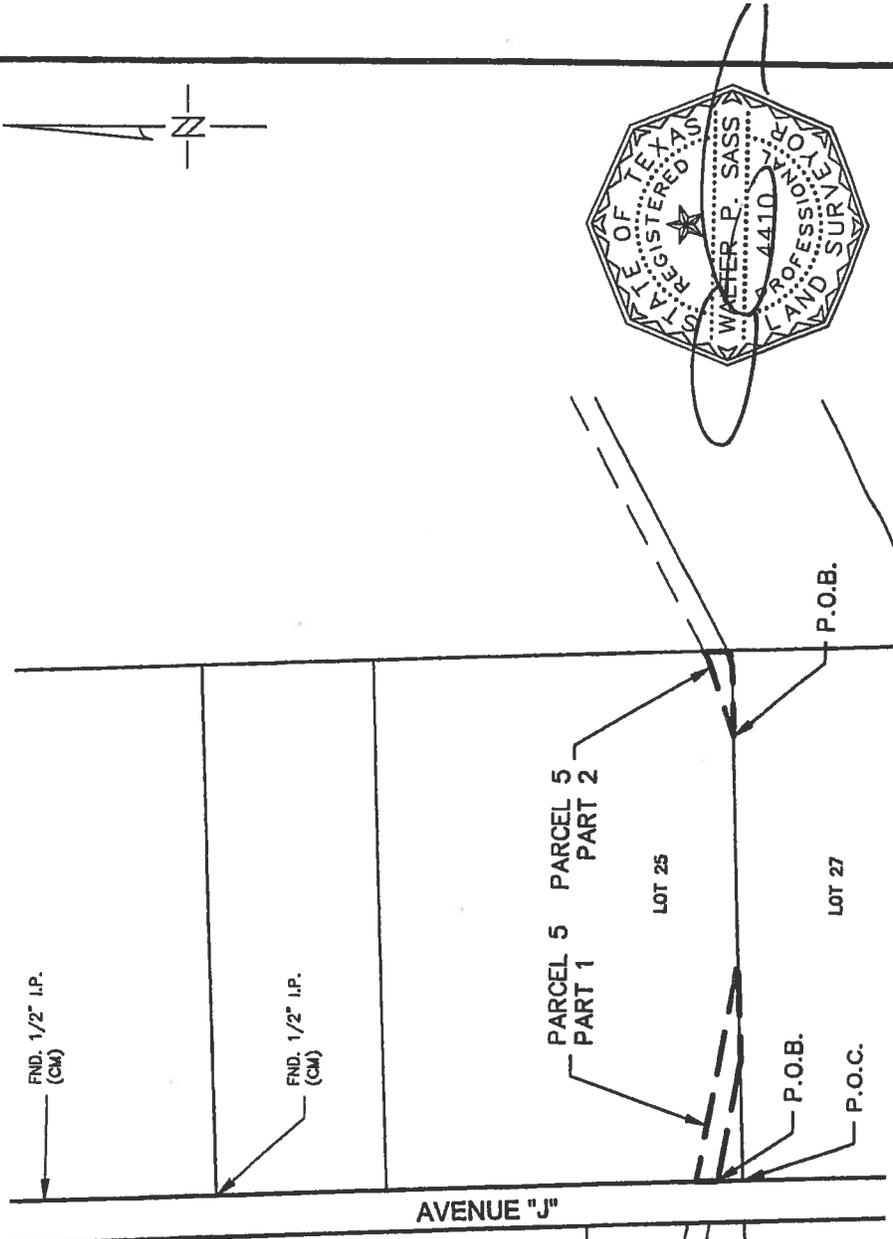
Total Permanent Easement: 0.1008 Ac., 4,391 Sq. Ft.

Total Temporary Workspace: 0.1950 Ac., 8,496 Sq. Ft.



Compiled By:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No. F-68

Job No.: EG685
Date: 07/31/15



ABBREVIATIONS

- CM = CONTROL MONUMENT
- C.F. No. = CLERK'S FILE NUMBER
- F.C. No. = FILM CODE NUMBER
- G.C.M.R. = GALVESTON COUNTY MAP RECORDS
- I.R. = IRON ROD
- PG = PAGE
- R.O.W. = ROW-OF-WAY
- O.P.R.P.G.C. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY GALVESTON COUNTY
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- SQ. FT. = SQUARE FEET
- VOL = VOLUME
- BASIS OF BEARINGS:**
- TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 (NAD 83) (2011 Ad1)

NOTE:
 THE COORDINATES AND DISTANCES SHOWN HEREON ARE GRID AND MAYBE BROUGHT TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00133408

NOTE:
 ALL CORNERS SET W/ 1/2" I.R. W/ CAP STAMPED "WEISSER ENG HOUSTON, TX" UNLESS OTHERWISE NOTED.

PARENT TRACT INSET
 PARCEL 05
 N.T.S.

EXISTING	TAKING AC/SF	REMAINING	
	PART 1 0.0777 AC. 3,393 SQ. FT. PART 2 0.0231 AC. 1,008 SQ. FT.	3.9468 AC	
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DRAWN BY:	S.T.H.	CALC'D. BY: J.H.	SCALE: N.T.S.
F.B. NO:		CHECKED BY: J.C.M.	SHEET 04 OF 06
CREW CHIEF:		DATE: 07/31/2015	JOB No.: EG685

WEISSER Engineering Co.
 19500 Park Row, Suite 100
 Houston, Texas 77084
 (281) 579 - 7300
TX REG. ENGINEER
 T.E.P.N. #48 T.E.P.L.S. #100518-00

PARCEL 05
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS

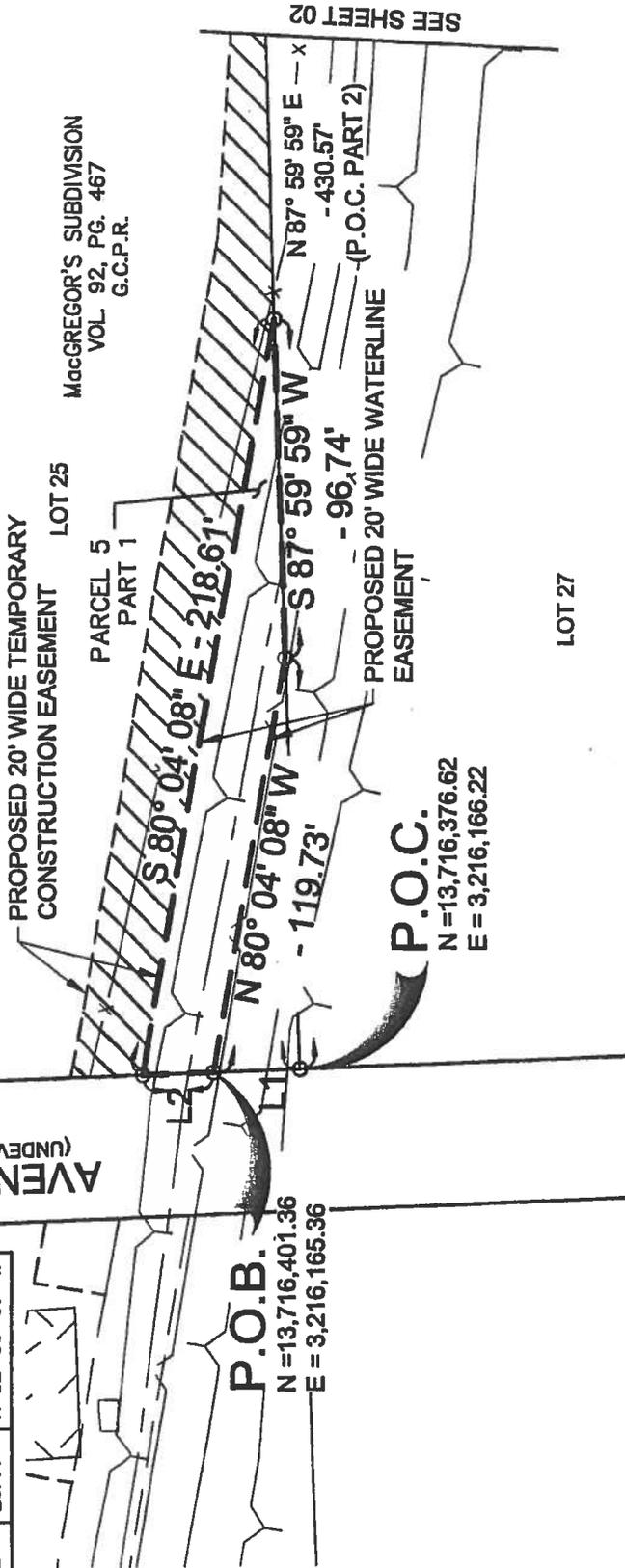
Line Table

Line #	Length	Direction
L1	24.75'	N 02° 00' 01" W
L2	20.44'	N 02° 00' 01" W

AVENUE J
(UNDEVELOPED)

P.O.B.
N = 13,716,401.36
E = 3,216,165.36

P.O.C.
N = 13,716,376.62
E = 3,216,166.22



SEE SHEET 02

JOSEPH ALAN WALTON, SR.
CLERK'S FILE NO. 2000053783
O.P.R.R.P.G.C.
OCTOBER 16, 2000

PROPOSED 20' WIDE TEMPORARY
CONSTRUCTION EASEMENT LOT 25
PARCEL 5
PART 1
MacGREGOR'S SUBDIVISION
VOL. 92, PG. 467
G.C.P.R.

PROPOSED 20' WIDE WATERLINE
EASEMENT

LOT 27

DOUGLAS W. KATER & CYNTHIA B. KATER
CLERK'S FILE NO. 2001003373
O.P.R.R.P.G.C.
JANUARY 19, 2001



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T&P.E.R. # 7-88 T&P.L.S. # 00518-00

**PARCEL 05
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS**

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO.:		CHECKED BY:	J.C.M.	SHEET	05 OF 06
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

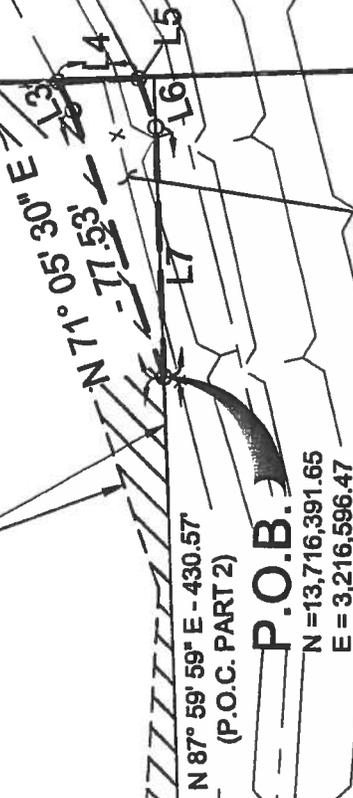
Line Table

Line #	Length	Direction
L3	9.04'	N 62° 02' 59" E
L4	22.25'	S 01° 58' 10" E
L5	0.86'	S 62° 02' 59" W
L6	13.32'	S 71° 05' 30" W
L7	68.77'	S 87° 59' 59" W

JOSEPH ALAN WALTON, SR.
 CLERK'S FILE NO. 2000053783
 O.P.R.P.G.C.
 OCTOBER 16, 2000

MacGREGOR'S SUBDIVISION
 VOL. 92, PG. 467
 G.C.P.R.
 LOT 25

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT



SEE SHEET 01

PARCEL 5
 PART 2
 LOT 27

DOUGLAS W. KATER &
 CYNTHIA B. KATER
 CLERK'S FILE NO.
 2001003373
 O.P.R.P.G.C.
 JANUARY 19, 2001

LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.P.G.C.
 JANUARY 09, 2006



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**PARCEL 05
 WATERLINE EASEMENT
 MARY AUSTIN SURVEY, A-1
 GALVESTON COUNTY, TEXAS**

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO.:		CHECKED BY:	J.C.M.	SHEET	06 OF 06
CREW CHIEF:		DATE:	07/31/2015	JOB NO.:	EG685

EXHIBIT A

County: Galveston County
Project Limits: Avenue "L" to I-45

Property Description for Parcel 06

Being a 0.1403-acre (6,111 square foot) tract of land situated in the Mary Austin Survey, A-1, Galveston County, Texas. Said 0.1403-acre tract being out of Lot 27 of the MacGregor's Subdivision recorded in Volume 92, Page 467 of the Galveston County Plat Records, and out of a tract of land described in a deed to Douglas W. Kater and Cynthia B. Kater, recorded under Clerk's File No. 2001003373 of the Official Public Records of Real Property of Galveston County, Texas. Said 0.1403-acre tract being more particularly described as follows, with the basis of bearings being Texas State Plane Coordinate System, South Central Zone 4204:

COMMENCING at a 5/8" inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east right-of-way line of Avenue "J"(width varies) as recorded in said MacGregor's Subdivision, for the southwest corner of a tract of land described in a deed to Joseph Alan Walton, Sr., recorded under File No. 2000053783 of the Official Public Records of Real Property of Galveston County, Texas, the northwest corner of said Lot 27, the southwest corner of Lot 25 of said MacGregor's Subdivision, and the northwest corner of said Kater tract, said point having a Texas State Plane Coordinate of N=13,716,376.62, E=3,216,166.22;

THENCE North 87 deg. 59 min. 59 sec. East, a distance of 117.14 feet, along the south line of said Walton tract, the south line of said Lot 25, the north line of said Kater tract, and the north line of said Lot 27 to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most westerly northwest corner and **POINT OF BEGINNING** of said tract herein described, said point having a Texas State Plane Coordinate of N=13,716,380.71, E=3,216,283.28;

THENCE North 87 deg. 59 min. 59 sec. East, a distance of 96.74 feet, continuing along the south line of said Walton tract, the south line of said Lot 25, the north line of said Kater tract, and the north line of said Lot 27 to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most easterly northwest corner of said tract herein described;

THENCE South 80 deg. 04 min. 08 sec. East, a distance of 21.53 feet, over and across said Kater tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE South 86 deg. 52 min. 30 sec. East, a distance of 140.30 feet, over and across said Kater tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 71 deg. 05 min. 30 sec. East, a distance of 58.40 feet, over and across said Kater tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the south line of said Walton tract, the south line of said Lot 25, the north line of said Kater tract, the north line of said Lot 27, and for the most westerly northeast corner of said tract herein described;

THENCE North 87 deg. 59 min. 59 sec. East, a distance of 68.77 feet, continuing along the south line of said Walton tract, the south line of said Lot 25, the north line of said Kater tract, and the north line of said Lot 27 to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most easterly northeast corner of said tract herein described;

THENCE South 71 deg. 05 min. 30 sec. West, a distance of 128.09 feet, over and across said Kater tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 86 deg. 52 min. 30 sec. West, a distance of 145.39 feet, over and across said Kater tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 80 deg. 04 min. 08 sec. West, a distance of 117.37 feet, over and across said Kater tract to the **POINT OF BEGINNING** and containing 0.1403-acre (6,111 square feet) of land.

See parcel plat exhibit of herein described easement.

Permanent Easement: 0.1403 Ac., 6,111 Sq. Ft.

Total Temporary Workspace: 0.0464 Ac., 2,019 Sq. Ft.



Compiled By:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No. F-68

Job No.: EG685
Date: 07/31/15

ABBREVIATIONS

CM = CONTROL MONUMENT
 C.F. No. = CLERK'S FILE NUMBER
 F.C. No. = FILM CODE NUMBER
 G.C.M.R. = GALVESTON COUNTY MAP RECORDS
 LR = RION ROAD
 PG = PAGE
 R.O.W. = ROW-OF-WAY
 O.P.R.R.P.G.C. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY GALVESTON COUNTY
 POC = POINT OF COMMENCEMENT
 POB = POINT OF BEGINNING
 SQ. FT. = SQUARE FEET
 VOL. = VOLUME

BASES OF BEARINGS:

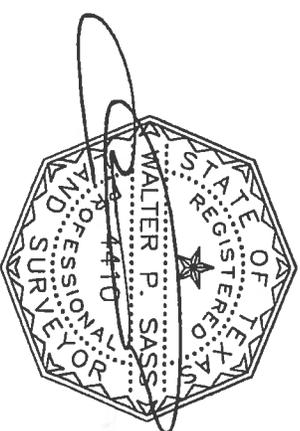
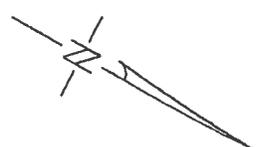
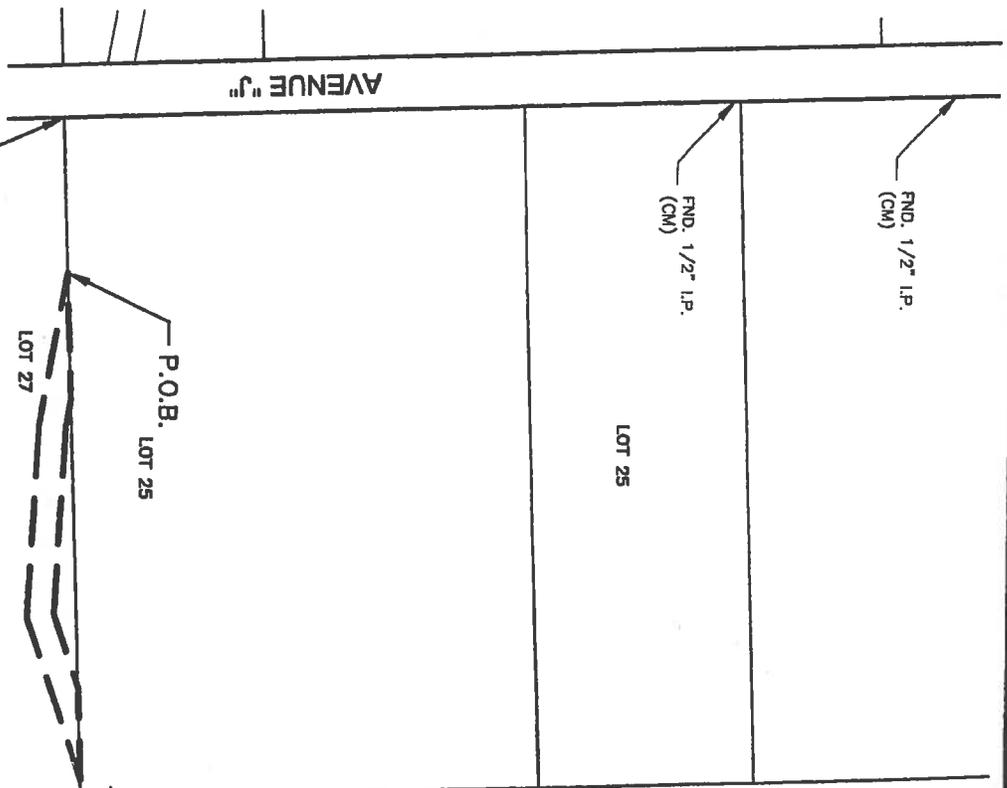
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 (NAD 83) (2011 Adj.)

NOTE:

THE COORDINATES AND DISTANCES SHOWN HEREON ARE GRID AND MAYBE BROUGHT TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00133408
 NOTE:
 ALL CORNERS SET W/ 1/2" I.R. W/ CAP STAMPED "WEISSER ENG HOUSTON, TX" UNLESS OTHERWISE NOTED.



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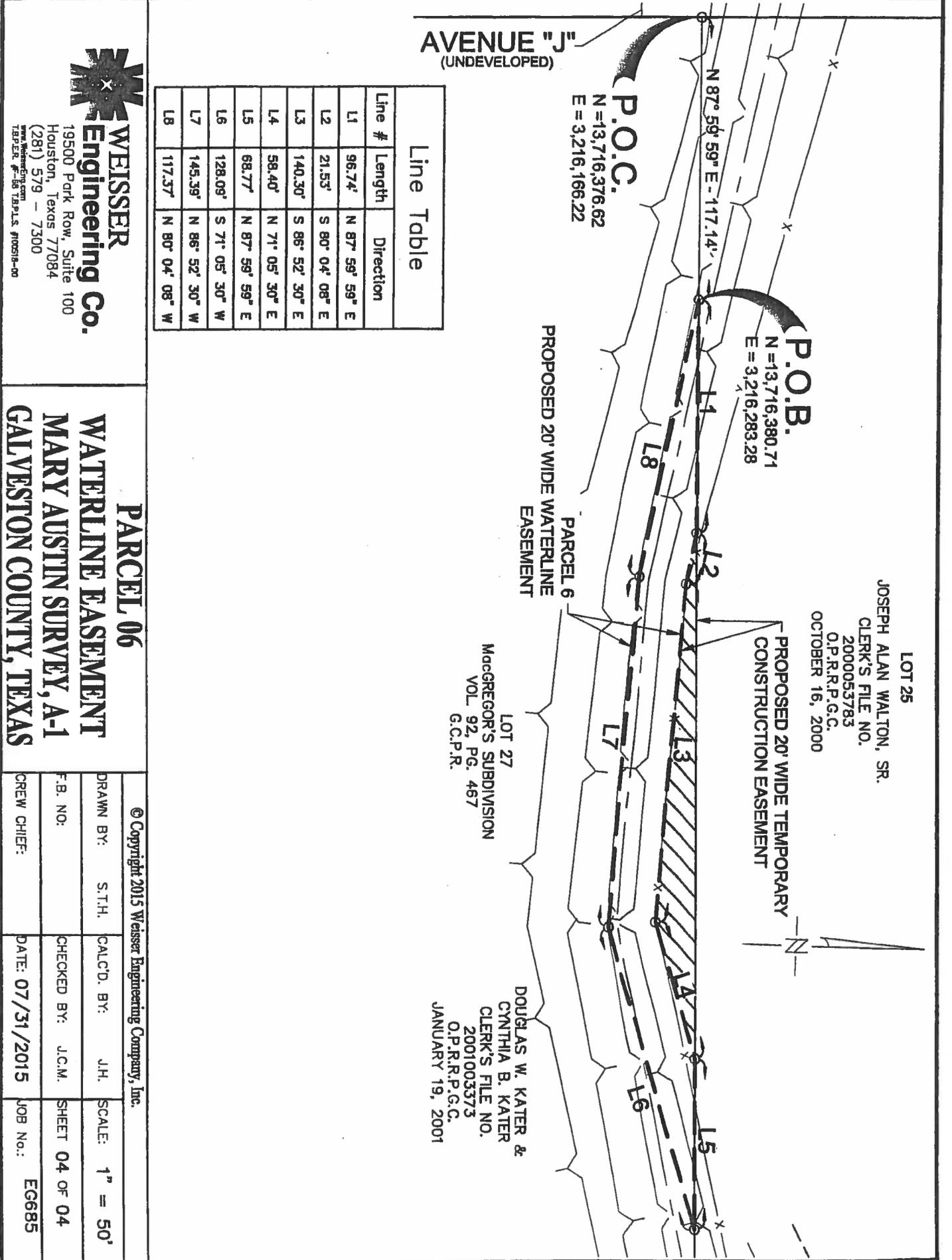


PARENT TRACT INSET
 PARCEL 06
 N.T.S.

PARCEL 06
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS

EXISTING	TAKING AC/SE	REMAINING
2.748 AC	0.1403 AC 6,111 SQ. FT.	2.607 AC

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.
F.B. NO.:		CHECKED BY:	J.C.M.
CREW CHIEF:		DATE:	07/31/2015
		SCALE:	N.T.S.
		SHEET	03 OF 04
		JOB No.:	EG685



AVENUE "J"
(UNDEVELOPED)

P.O.C.
N = 13,716,376.62
E = 3,216,166.22

P.O.B.
N = 13,716,380.71
E = 3,216,283.28

LOT 25
JOSEPH ALAN WALTON, SR.
CLERK'S FILE NO.
2000053783
O.P.R.R.P.G.C.
OCTOBER 16, 2000

PROPOSED 20' WIDE TEMPORARY
CONSTRUCTION EASEMENT

PROPOSED 20' WIDE WATERLINE
EASEMENT

LOT 27
MCGREGOR'S SUBDIVISION
VOL. 92, PG. 467
G.C.P.R.

DOUGLAS W. KATER &
CYNTHIA B. KATER
CLERK'S FILE NO.
2001003373
O.P.R.R.P.G.C.
JANUARY 19, 2001

Line Table

Line #	Length	Direction
L1	96.74'	N 87° 59' 59" E
L2	21.53'	S 80° 04' 08" E
L3	140.30'	S 86° 52' 30" E
L4	58.40'	N 71° 05' 30" E
L5	68.77'	N 87° 59' 59" E
L6	128.09'	S 71° 05' 30" W
L7	145.39'	N 86° 52' 30" W
L8	117.37'	N 80° 04' 08" W



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TAPER #--58 TABLS #00518-00

PARCEL 06
WATERLINE EASEMENT
MARY AUSTIN SURVEY, A-1
GALVESTON COUNTY, TEXAS

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DRAWN BY: S.T.H. CALCD. BY: J.H. SCALE: 1" = 50'

F.B. NO: CHECKED BY: J.C.M. SHEET 04 OF 04

CREW CHIEF: DATE: 07/31/2015 JOB No.: EG685

EXHIBIT A

County: Galveston County
Project Limits: Avenue "L" to I-45

Property Description for Parcel 07

Being a 2.7509-acre (119,830 square foot) tract of land situated in the Alexander Farmer Survey, A-11, Galveston County, Texas. Said 2.7509-acre tract being out of a called 801.38-acre tract of land described in a deed to Land Tejas Texas City, LTD., recorded under Clerk's File No. 2006002502 of the Official Public Records of Real Property of Galveston County, Texas. Said 2.7509-acre tract being more particularly described as follows, with the basis of bearings being Texas State Plane Coordinate System, South Central Zone 4204:

COMMENCING at a 5/8" inch iron rod found in the east right-of-way line of Avenue "J" (width varies) as recorded in MacGregor's Subdivision recorded in Volume 92, Page 467 of the Galveston County Plat Records, the northwest corner of Lot 23 of said MacGregor's Subdivision, and the most westerly southwest corner of said 801.38-acre tract, said point having a Texas State Plane Coordinate of N=13,718,008.91, E=3,216,109.22;

THENCE North 88 deg. 00 min. 31 sec. East, a distance of 513.75 feet, along the north line of said Lot 23, and a south line of said 801.38-acre tract to a point;

THENCE South 01 deg. 58 min. 10 sec. East, a distance of 1,606.91 feet, along the east line of said Lot 23, the east line of Lot 25 of said MacGregor's Subdivision, and a west line of said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner and **POINT OF BEGINNING** of said tract herein described, said point having a Texas State Plane Coordinate of N=13,716,421.01, E=3,216,677.80;

THENCE North 62 deg. 02 min. 59 sec. East, a distance of 2,396.12 feet, over and across said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE South 27 deg. 57 min. 01 sec. East, a distance of 10.00 feet, over and across said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 62 deg. 02 min. 52 sec. East, a distance of 3,555.49 feet, over and across said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast of said tract herein described;

THENCE South 27 deg. 57 min. 08 sec. East, a distance of 20.00 feet, over and across said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast of said tract herein described;

THENCE South 62 deg. 02 min. 52 sec. West, a distance of 3,575.49 feet, over and across said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 27 deg. 57 min. 01 sec. West, a distance of 5.00 feet, over and across said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE South 62 deg. 02 min. 59 sec. West, a distance of 100.00 feet, over and across said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 27 deg. 57 min. 01 sec. West, a distance of 5.00 feet, over and across said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE South 62 deg. 02 min. 59 sec. West, a distance of 2,285.87 feet, over and across said 801.38-acre tract to a 1/2 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in a west line of said 801.38-acre tract, the east line of said Lot 25, and for the southwest corner of said tract herein described;

THENCE North 01 deg. 58 min. 10 sec. West, a distance of 22.25 feet, along a west line of said 801.38-acre tract, and the east line of said Lot 25 to the **POINT OF BEGINNING** and containing 2.7509-acre (119,830 square feet) of land.

See parcel plat exhibit of herein described easement.

Permanent Easement: 2.7509 Ac., 119,830 Sq. Ft.

Total Temporary Workspace: 2.7100 Ac., 118,049 Sq. Ft.

Compiled By:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No. F-68

Job No.: EG685
Date: 07/31/15



ABBREVIATIONS

- CM = CONTROL MONUMENT
- C.F. No. = CLERK'S FILE NUMBER
- F.C. No. = FILM CODE NUMBER
- G.C.M.R. = GALVESTON COUNTY MAP RECORDS
- I.R. = IRON ROD
- PG = PAGE
- R.O.W. = ROW-OF-WAY
- O.P.R.P.G.C. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY GALVESTON COUNTY
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- SQ. FT. = SQUARE FEET
- VOL = VOLUME
- BASIS OF BEARINGS:**
- TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 (NAD 83) (2011 Adj)

NOTE:
 THE COORDINATES AND DISTANCES SHOWN HEREON ARE GRID AND MAYBE BROUGHT TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00133408

NOTE:
 ALL CORNERS SET W/ 1/2" I.R. W/ CAP STAMPED "WEISSER ENG HOUSTON, TX" UNLESS OTHERWISE NOTED.

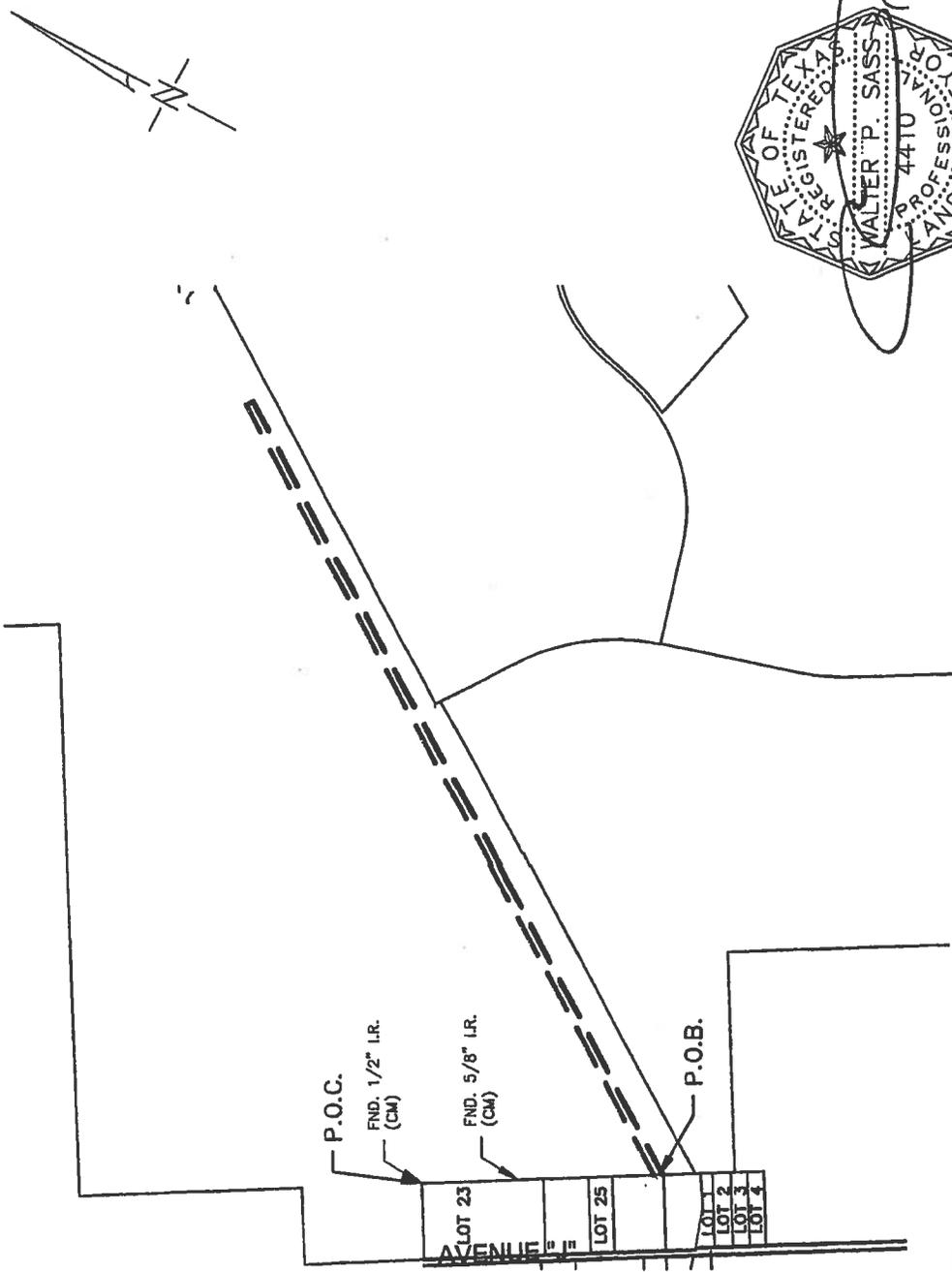
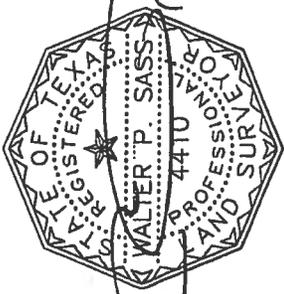


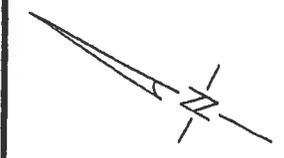
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PARCEL 07
WATERLINE EASEMENT
ALEXANDER FARMER SURVEY, A-11
GALVESTON COUNTY, TEXAS

PARENT TRACT INSET
 PARCEL 07
 N.T.S.

EXISTING	TAKING AC/SF	REMAINING
801.38 AC	2,7508 AC, 119,830 SQ. FT.	798.629 AC
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DRAWN BY:	S.T.H.	CALC'D. BY: J.H.
F.B. NO:	CHECKED BY: J.C.M.	SCALE: N.T.S.
CREW CHIEF:	DATE: 07/31/2015	SHEET 03 OF 16
		JOB No.: E6885

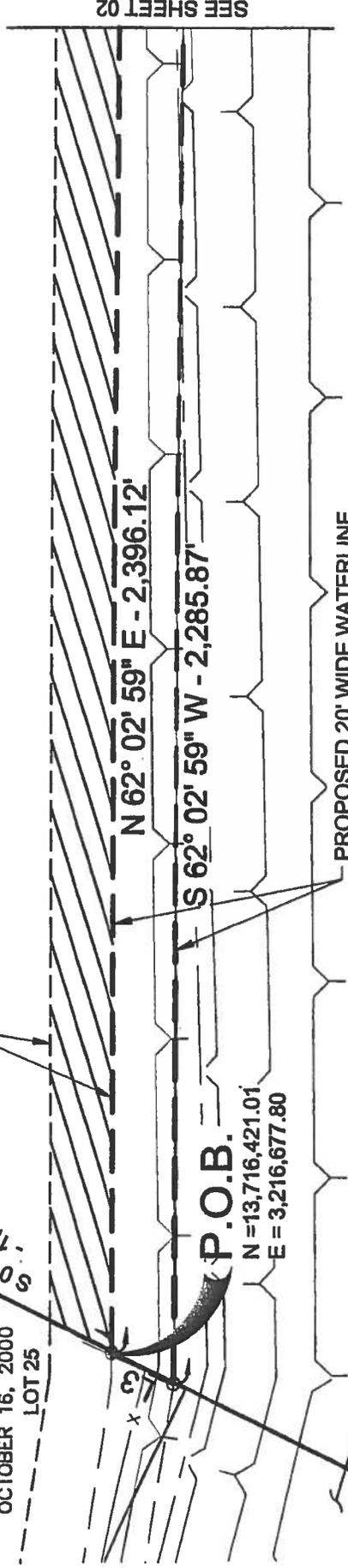




LOT 23
 N 88° 00' 31" E - 513.75'
 E = 3,216,109.22
P.O.C.
 N = 13,718,008.91
 E = 3,216,109.22

801.38-ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006

JOSEPH ALAN WALTON, Sr.
 C.F. No. 2000053783
 O.P.R.R.P.G.C.
 OCTOBER 16, 2000
 LOT 25



SEE SHEET 02

P.O.B.
 N = 13,716,421.01
 E = 3,216,677.80

DOUGLAS W. KATER &
 CYNTHIA B KATER
 C.F. No. 2001003373
 O.P.R.R.P.G.C.
 JANUARY 19, 2001

801.38-ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006

Line Table

Line #	Length	Direction
L3	22.25'	N 01° 58' 10" W

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 Houston, Texas 77084
 (281) 579 - 7300
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 T&E: P-88 T&P.L.S. #100518-00

PARCEL 07
WATERLINE EASEMENT
ALEXANDER FARMER SURVEY, A-11
GALVESTON COUNTY, TEXAS

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO:		CHECKED BY:	J.C.M.	SHEET	04 OF 16
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

801.38-ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

SEE SHEET 01

SEE SHEET 03

N 62° 02' 59" E - 2,396.12'
 S 62° 02' 59" W - 2,285.87'

PROPOSED 20' WIDE WATERLINE
 EASEMENT

801.38-ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006



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 (281) 579 - 7300
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 T&E P&E C&S P&S

PARCEL 07

**WATERLINE EASEMENT
 ALEXANDER FARMER SURVEY, A-11
 GALVESTON COUNTY, TEXAS**

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO.:		CHECKED BY:	J.C.M.	SHEET	05 OF 16
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

801.38-ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006

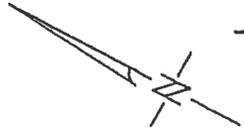
PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

N 62° 02' 59" E - 2,396.12'

S 62° 02' 59" W - 2,285.87'

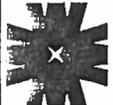
PROPOSED 20' WIDE WATERLINE
 EASEMENT

801.38-ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006



SEE SHEET 02

SEE SHEET 04



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 T&E P.E. # 48 T&E P.L.S. # 00519-00

PARCEL 07
WATERLINE EASEMENT
ALEXANDER FARMER SURVEY, A-11
GALVESTON COUNTY, TEXAS

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DRAWN BY:	S.T.H.	CALCD. BY:	J.H.	SCALE:	1" = 50'
F.B. NO.:		CHECKED BY:	J.C.M.	SHEET 06 OF 16	
CREW CHIEF:		DATE:	07/31/2015	JOB No.: EG685	

801.38--ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

SEE SHEET 05

N 62° 02' 59" E - 2,396.12'

S 62° 02' 59" W - 2,285.87'

PROPOSED 20' WIDE WATERLINE
 EASEMENT

SEE SHEET 03

801.38--ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006



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PARCEL 07
WATERLINE EASEMENT
ALEXANDER FARMER SURVEY, A-11
GALVESTON COUNTY, TEXAS

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO:		CHECKED BY:	J.C.M.	SHEET	07 OF 16
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

801.38-ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

SEE SHEET 06

N 62° 02' 59" E - 2,396.12'

S 62° 02' 59" W - 2,285.87'

PROPOSED 20' WIDE WATERLINE
 EASEMENT

S 62° 02' 59" W
 - 100.00'

N 27° 57' 01" W - 5.00'

SEE SHEET 04

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PARCEL 07

WATERLINE EASEMENT
ALEXANDER FARMER SURVEY, A-11
GALVESTON COUNTY, TEXAS

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO.:		CHECKED BY:	J.C.M.	SHEET	08 OF 16
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

801.38-ACRES
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 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006

N 62° 02' 59" E - 2,396.12'

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

SEE SHEET 07

SEE SHEET 05

N 62° 02' 52" E - 3,555.49'

S 62° 02' 52" W - 3,575.49'

PROPOSED 20' WIDE WATERLINE
 EASEMENT

S 62° 02' 59" W
 - 100.00'

801.38-ACRES
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 O.P.R.R.P.G.C.
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Line Table		
Line #	Length	Direction
L1	10.00'	S 27° 57' 01" E
L2	5.00'	N 27° 57' 01" W



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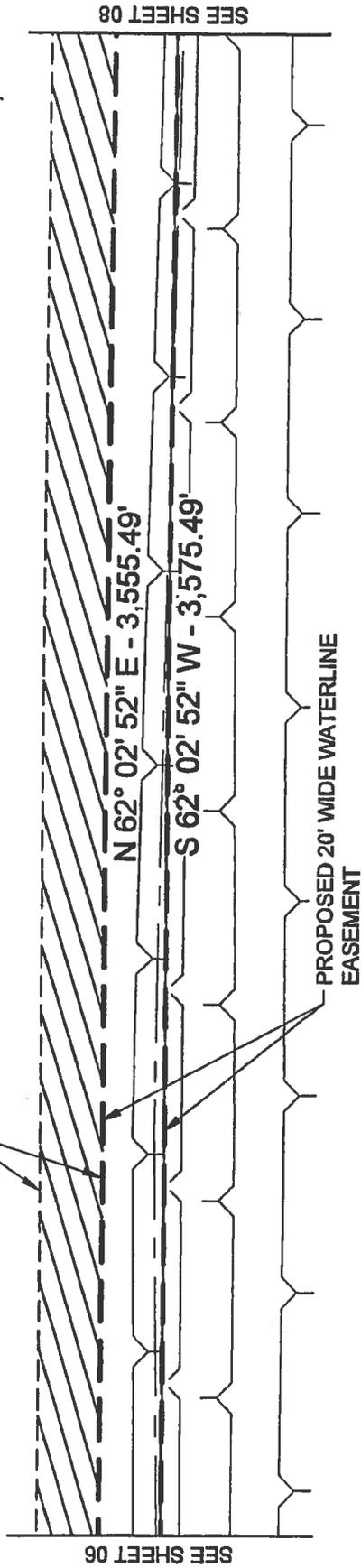
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WATERLINE EASEMENT
ALEXANDER FARMER SURVEY, A-11
GALVESTON COUNTY, TEXAS

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DRAWN BY:	S.T.H.	CALC'D. BY:	J.H.	SCALE:	1" = 50'
F.B. NO:		CHECKED BY:	J.C.M.	SHEET	09 OF 16
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

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PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

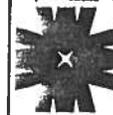


SEE SHEET 08

SEE SHEET 06

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PROPOSED 20' WIDE WATERLINE
 EASEMENT



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F.B. NO:		CHECKED BY:	J.C.M.	SHEET	10 OF 16
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

801.38-ACRES
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 CLERK'S FILE NO. 2006002502
 O.P.R.R.P.G.C.
 JANUARY 09, 2006

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

N 62° 02' 52" E - 3,555.49'

S 62° 02' 52" W - 3,575.49'

PROPOSED 20' WIDE WATERLINE
 EASEMENT

801.38-ACRES
 LAND TEJAS TEXAS CITY, L.T.D.
 CLERK'S FILE NO. 2006002502
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SEE SHEET 07

SEE SHEET 09



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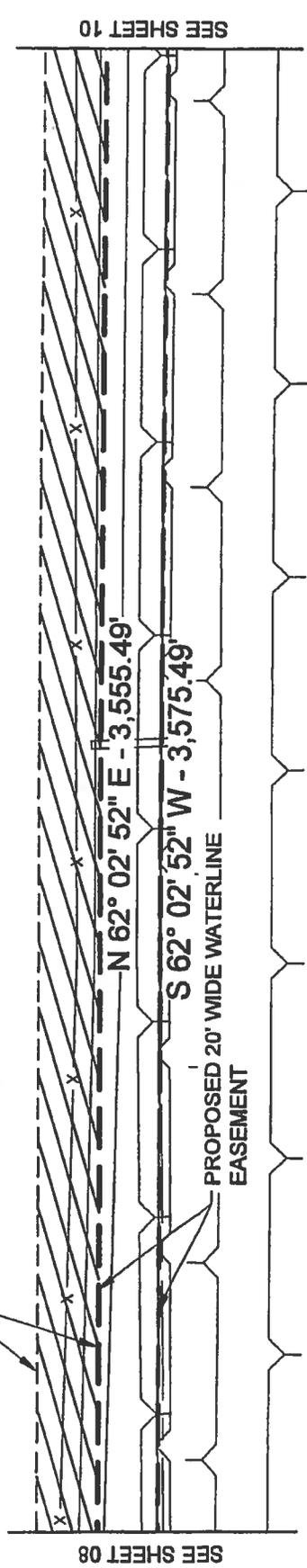
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ALEXANDER FARMER SURVEY, A-11
GALVESTON COUNTY, TEXAS

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F.B. NO.:		CHECKED BY:	J.C.M.	SHEET 11 OF 16	
CREW CHIEF:		DATE:	07/31/2015	JOB No.: EG685	

801.38-ACRES
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 CLERK'S FILE NO. 2006002502
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PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT



SEE SHEET 10

SEE SHEET 08

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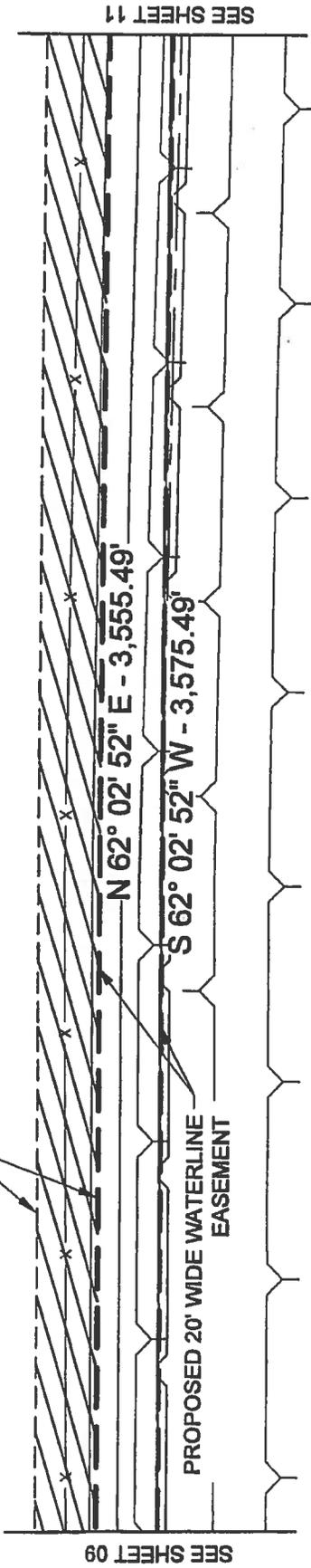
PARCEL 07
WATERLINE EASEMENT
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GALVESTON COUNTY, TEXAS

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F.B. NO:		CHECKED BY:	J.C.M.	SHEET	12 OF 16
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

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 CLERK'S FILE NO. 2006002502
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 JANUARY 09, 2006

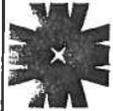
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SEE SHEET 09

SEE SHEET 11

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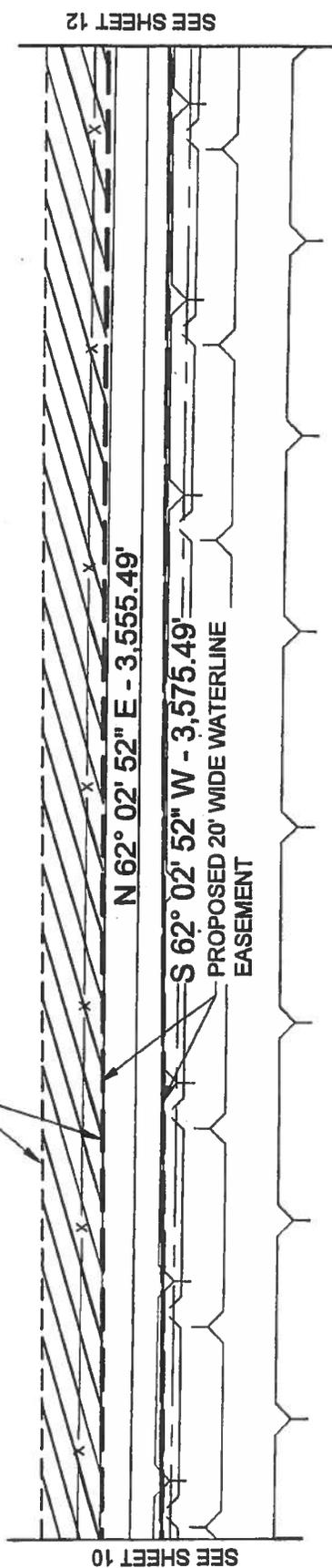
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WATERLINE EASEMENT
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GALVESTON COUNTY, TEXAS

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CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

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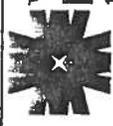
PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT



SEE SHEET 12

SEE SHEET 10

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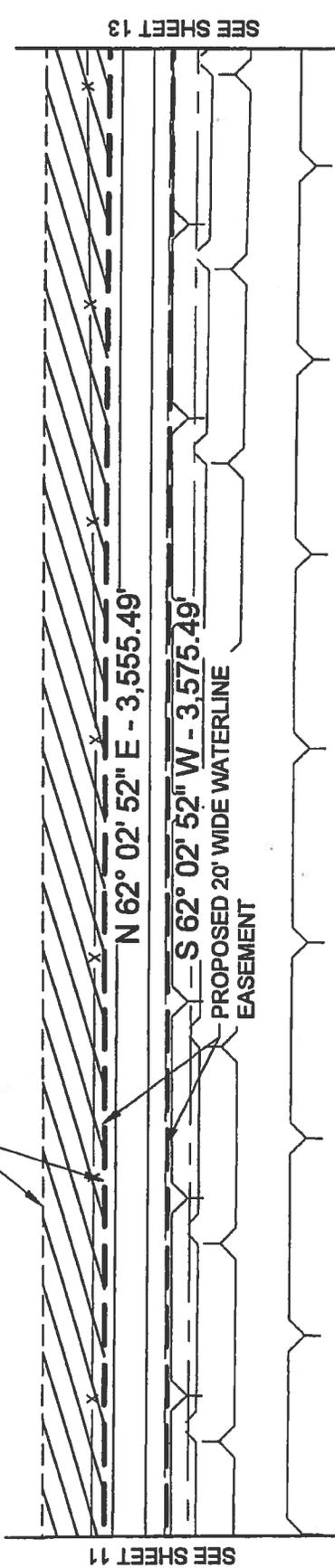
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WATERLINE EASEMENT
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GALVESTON COUNTY, TEXAS

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F.B. NO:	CHECKED BY: J.C.M.	SHEET 14 OF 16
CREW CHIEF:	DATE: 07/31/2015	JOB No.: EG685

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 CLERK'S FILE NO. 2006002502
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PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT



SEE SHEET 13

SEE SHEET 11

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F.B. NO.:		CHECKED BY:	J.C.M.	SHEET 15 OF 16	
CREW CHIEF:		DATE:	07/31/2015	JOB No.: EG685	

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 JANUARY 09, 2006

PROPOSED 20' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

CITY OF TEXAS CITY
 UTILITY EASEMENT
 FILE NO. 2008025421
 O.P.R.G.C.

SEE SHEET 12

N 62° 02' 52" E - 3,555.49'

S 62° 02' 52" W - 3,575.49'

S 27° 57' 08" E - 20.00'

PROPOSED 20' WIDE WATERLINE
 EASEMENT

801.38-ACRES
 LAND TEJAS TEXAS CITY, LTD.
 CLERK'S FILE NO. 2006002502
 O.P.R.P.G.C.
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F.B. NO.:		CHECKED BY:	J.C.M.	SHEET	16 OF 16
CREW CHIEF:		DATE:	07/31/2015	JOB No.:	EG685

AGENDA ITEM #23.a.

	<u>Account #</u>	<u>Description</u>	<u>Amount</u>	<u>Description</u>
FROM:	1101-920180-5930000	General Fund Budgeted Reserves	\$ 76,550	FY 2016 Budget Clean-up
TO:	1101-110000-5910200	Grant Match - Discretionary	\$ 76,550	

Delac, David

From: Yearnd, Denise
Sent: Friday, October 28, 2016 3:39 PM
To: Delac, David
Cc: Rice, Randall; Modzelewski, Jeff; Stringer, Troy
Subject: FW: Grant Match - Discretionary
Attachments: Grant Match Discretionary

Can you please submit a budget amendment for FY 2016 (see attached) to cover Grant Match – Discretionary for the next Commissioners Court meeting?

Thank you for your help!

From: Yearnd, Denise
Sent: Monday, October 10, 2016 9:17 AM
To: Thomas, Elizabeth; Delac, David (David.Delac@co.galveston.tx.us)
Cc: Rice, Randall; Modzelewski, Jeff; Stringer, Troy
Subject: Grant Match - Discretionary

The Grant Match – Discretionary Account in General Fund is not adequate to cover the Grant Match Discretionary in the various grants.

Please submit the following budget amendment for \$76,550 to Commissioners Court to cover these Grant Match – Discretionary accounts.

From:
1101-920180-5930000 - \$76,550

To:
1101-110000-5910200 - \$76,550

AGENDA ITEM #23.b.

**FY2016 COUNTYWIDE BUDGET AMENDMENT
September 30, 2016**

Category	Line Item (Key/Object) Transferred FROM	Shortfall / Amount Needed	Line Item (Key/Object) Transferred TO	Description of Object Code Over Budget	Comment
TRANSFERS FROM BUDGETED RESERVES					
GENERAL FUND					
Personal Services	1101-920180-5930000 Budgeted Reserves	\$ 3,484	1101-111000-5100000 County Judge	Salaries	Accrual
Personal Services	1101-111101-5496301 Business Mileage Reimbursement	\$ 1,184	1101-111101-5100000 County Commissioner Pct.1	Salaries	Accrual
Personal Services	1101-920180-5930000 Budgeted Reserves	\$ 1,241	1101-111103-5100000 County Commissioner Pct.3	Salaries	Accrual
Personal Services	1101-920180-5930000 Budgeted Reserves	\$ 2,223	1101-122100-5100000 County Court 1	Salaries	Accrual
Personal Services	1101-920180-5930000 Budgeted Reserves	\$ 2,612	1101-122100-5151000 County Court 1	Group Health Insurance	Judge's Health Insurance (Covered on State Ins which is more expensive than County)
Personal Services	1101-920180-5930000 Budgeted Reserves	\$ 2,174	1101-122200-5100000 County Court 2	Salaries	Accrual
Personal Services	1101-920180-5930000 Budgeted Reserves	\$ 2,612	1101-122200-5151000 County Court 2	Group Health Insurance	Judge's Health Insurance (Covered on State Ins which is more expensive than County)
Personal Services	1101-122300-5412115 Psychological Exam	\$ 234	1101-122300-5151000 Probate Court	Group Health Insurance	Judge's Health Insurance (Covered on State Ins which is more expensive than County)
Personal Services	1101-127100-5481000 Contract Services	\$ 22,473	1101-127100-5100000 District Attorney	Salaries	Salary lapse for the District Attorney was estimated at \$180,000.
Personal Services	1101-920180-5930000 Budgeted Reserves	\$ 8,003	1101-151600-5100000 County Treasurer	Salaries	Salary lapse for the County Treasurer was estimated at \$5,000 and accrual.
Personal Services	1101-151800-5493101 Legal Advertising	\$ 1,115	1101-151800-5100000 Purchasing Agent	Salaries	Accrual

**FY2016 COUNTYWIDE BUDGET AMENDMENT
September 30, 2016**

Category	Line Item (Key/Object) Transferred FROM	Shortfall / Amount Needed	Line Item (Key/Object) Transferred TO	Description of Object Code Over Budget	Comment
Personal Services	1101-151900-5423500 Maintenance of Software	\$ 4,739	1101-159100-5100000 Information Technology	Salaries	Salary lapse for the Information Technology was estimated at \$220,000.
Personal Services	1101-920180-5930000 Budgeted Reserves	\$ 653	1101-170101-5100000 County Architect	Salaries	Accrual
TOTAL - GENERAL FUND		\$ 52,747			

GENERAL FUND ROLL-UP FUNDS

Personal Services	1202-256119-5481199 Food Services Contract	\$ 424	1202-256119-5100000 Post Program	Salaries	Accrual
Personal Services	1202-256130-5496100 Travel and Conference	\$ 397	1202-256130-5100000 Court	Salaries	Accrual
Personal Services	1206-443300-5312100 Clothing	\$ 95	1206-443300-5100000 Child Welfare	Salaries	Accrual
TOTAL - GENERAL FUND ROLL-UP FUNDS		\$ 916			

SPECIAL REVENUE FUNDS

Personal Services	2410-411100-5313301 Insecticides and Chemicals	\$ 1,376	2410-411100-5100000 Mosquito Control District	Salaries	Salary lapse for the Mosquito Control was estimated at \$50,000.
TOTAL - SPECIAL REVENUE FUNDS		\$ 1,376			

FY2016 COUNTYWIDE BUDGET AMENDMENT September 30, 2016

Category	Line Item (Key/Object) Transferred FROM	Line Item (Key/Object) Transferred TO	Description of Object Code Over Budget	Comment
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Total - All Budget Adjustments \$ 55,039

\$ 23,002	41.8%	General Fund Budgeted Reserves	
\$ 29,745	54.0%	General Fund Operating Budgets	
\$ 916	1.7%	General Fund Roll-Up Funds Operating Budgets	
\$ 1,376	2.5%	Special Revenue or Capital Project Funds Operating Budgets	
\$ 55,039	100.0%	Total Budget Amendment	

NOTES:

Unless otherwise noted, the amounts transferred equal shortfall / amount needed.

AGENDA ITEM #23.c.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Facilities Svcs & Maintenance	BA 16-182-1108-C
Date Submitted:	November 2, 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 Building Maintenance to Furniture & Fixtures for a dishwasher for FY 2016

This budget amendment does increase the budget for FY 2016.

TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
1101 - General Fund	170100 - Facilities Svcs & Maintenance	5424000 - Building Maintenance	11,500	
TOTAL - Transfer From			\$ -	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
1101 - General Fund	170100 - Facilities Svcs & Maintenance	5744000 - Furnitures & Fixtures	11,500	
TOTAL - Transfer To			\$ -	

ADDITIONAL COMMENTS:
Dishwasher was purchased using a P-Card in FY 2016

Departmental Authorization _____	Date _____	<i>David M. Delac</i>	11/2/2016
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

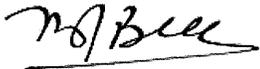
Date Submitted: _____ Date Approved: _____

Delac, David

From: Bell, Mike J
Sent: Friday, October 28, 2016 9:29 AM
To: Delac, David
Subject: FW: Jail Kitchen Appliances
Attachments: Budget to Actual 1101170100.pdf; Pcard 0858 Jail Kitchen Equipment.pdf

David,
Looks like we need another BA to cover that dishwasher. \$11,500 from 5424000 to 5744000 in FY16.

Thanks



Galveston County Facilities
Desk 409-765-2643
Cell 409-682-3302

From: Swift, Lauren
Sent: Friday, October 28, 2016 9:19 AM
To: Bell, Mike J
Subject: Jail Kitchen Appliances

Mike,

I know we spoke about this the other day, but I don't know if we ever came up with a solution. I started thinking about it again this morning, and thought I'd better get back in touch with you so we can get this posted. It looks like you are short \$11,493.28 in object code 5744000 to cover this p-card expense. I believe you had mentioned posting it to Building Maintenance (5424000), but we really just need to get the budget moved and the expense posted correctly. If you think there will be enough budget in 5424000 (right now you have \$166,406.40, so I'm guessing you're probably OK), my suggestion is to move \$11,500 from 5424000 to 5744000 in FY16. If you agree, can you please send a request to David and copy me so that it can get on the next meeting's agenda? I have attached the budget to actual for you, along with the p-card expense report showing the purchase.

<u>P-Card Stmt</u>	<u>Fund</u>	<u>Cost Center</u>	<u>Object Code</u>	<u>Amount</u>	<u>Description</u>
October	1101	170100	5744000	\$ 12,835.95	0858/JES RESTAURANT EQUIPME

If you have any questions, please let me know.

Thanks,

Lauren Swift
Manager, General Accounting
Galveston County Auditor's Office
Phone: (409) 770-5366
Email: Lauren.Swift@co.galveston.tx.us

AGENDA ITEM #23.d.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department: Parks Department Capital Projects BA 17-022-1108-A
Date Submitted: November 2, 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 access road into 64 Acre Park

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	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	510,000	
3271 - Parks Dept Capital Projects	000000 - Parks Dept Capital Projects	4911101 - Transfer from General Fd	510,000	
TOTAL - Transfer From			\$ 1,020,000	

TRANSFER TO				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
1101 - General Fund	921010 - Transfers & Reserves	5913271 - Transfer to Parks Dept Capital Proj	510,000	
3271 - Parks Dept Capital Projects	529215 - 64 Acre Park	5732000 - Parks and Open Space	510,000	
TOTAL - Transfer To			\$ 1,020,000	

ADDITIONAL COMMENTS:

Departmental Authorization _____ Date _____
 Human Resources Department _____ Date _____
David M. Delac 11/2/2016
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 #23.e.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Sheriff's Department	BA 17-023-1108-B
Date Submitted:	November 2, 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 to Sheriff's Department Salaries and Benefits for Sergeants pay increase 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	5100001 - Salaries	15,120	
1101 - General Fund	110000 - General Government	5152102 - Medicare FICA Payments	219	
1101 - General Fund	110000 - General Government	5153000 - Pension TCDRS	1,733	
1101 - General Fund	110000 - General Government	5154000 - Alternate Plan	1,325	
1101 - General Fund	110000 - General Government	51550000 - Unemployment	73	
TOTAL - Transfer From			\$ 18,470	

TRANSFER TO				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
1101 - General Fund	211133 - Corrections - Sheriff	5100001 - Salaries	15,120	
1101 - General Fund	211133 - Corrections - Sheriff	5152102 - Medicare FICA Payments	219	
1101 - General Fund	211133 - Corrections - Sheriff	5153000 - Pension TCDRS	1,733	
1101 - General Fund	211133 - Corrections - Sheriff	5154000 - Alternate Plan	1,325	
1101 - General Fund	211133 - Corrections - Sheriff	51550000 - Unemployment	73	
TOTAL - Transfer To			\$ 18,470	

ADDITIONAL COMMENTS:

Departmental Authorization _____ Date _____

Human Resources Department _____ Date _____

David M. Delac 11/2/2016

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 #23.f.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Professional Services	BA 17-024-1108-C
Date Submitted:	November 2, 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 Collections Contract Services to Information Technology Maintenance of Software for I-Plow 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	129200 - Collections Office	5481000 - Other Contract Services	10,000	
TOTAL - Transfer From			\$ 10,000	

TRANSFER TO				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
1101 - General Fund	159100 - Information Technology	5423500 - Maintenance of Software	10,000	
TOTAL - Transfer To			\$ 10,000	

ADDITIONAL COMMENTS:

Departmental Authorization	Date	<i>David M. Delac</i>	11/2/2016
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: _____

AGENDA ITEM #23.g.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Professional Services	BA 17-025-1108-D
Date Submitted:	November 2, 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 Contract Services to District Attorney Contract Services for Special Prosecutor - Truancy contract for FY 2017

This budget amendment does increase the budget for FY 2017

TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
1101 - General Fund	110000 - General Government	5481000 - Other Contract Services	20,000	
TOTAL - Transfer From			\$ 20,000	

TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
1101 - General Fund	127100 - District Attorney	5481000 - Other Contract Services	20,000	
TOTAL - Transfer To			\$ 20,000	

ADDITIONAL COMMENTS:

Departmental Authorization	Date	<i>David M. Delac</i>	11/2/2016
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.

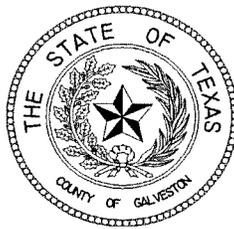
Reviewed by: _____ Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

AGENDA ITEM #24.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

November 1, 2016

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

**Re: Bid #B122003, Trash Barrel Pickup on Bolivar Peninsula
Contract #CM12023**

Gentlemen,

The contract associated with Bid #B122003, Trash Barrel Pickup on Bolivar Peninsula, is scheduled to expire on December 31, 2016.

It is requested that authorization be granted to the Purchasing Agent to re-solicit for this service.

Your consideration in this matter would be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus Crowder", followed by a long horizontal line extending to the right.

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston County

STATE OF TEXAS

§
§
§

CM12023

COUNTY OF GALVESTON

**Agreement for Solid Waste Services (Trash Barrels) on
Bolivar Peninsula Beach, Galveston County, Texas**

I. Parties

This Agreement for Solid Waste Services (Trash Barrels) on Bolivar Peninsula Beach, Galveston County, Texas (Agreement) is entered into by and between the County of Galveston, Texas, (County), Joseph Patrick Dancy (Proposer), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Recitals

1. The County is a political subdivision of the State of Texas and is acting by, under, and through its governing body, the Commissioners' Court of Galveston County, Texas;
2. The Parties desire to enter into a contract for the collection of solid waste from the beach of Bolivar Peninsula and in areas servicing the beach of Bolivar Peninsula;
3. The solid waste services so contracted for are to help provide for the continued health and safety and sanitary conditions for inhabitants and visitors on Bolivar Peninsula and the provision of solid waste services herein are necessary to preserve or protect the public health or safety;
4. The County published an Invitation to Bid, Bid #B122003, for solid waste services on Bolivar Peninsula, Galveston County, Texas, on November 8, 2011 and November 15, 2011 in the Galveston County Daily News newspaper, a newspaper of general circulation in Galveston County, Texas;
5. Proposer timely submitted a bid in response to the bid and its bid is for the garbage pickup service from the trash barrels only;
6. The County opened the bid(s) on November 22, 2011;
7. The County has complied with all competitive bidding requirements established by law;
8. The bid is to collect solid waste from the trash barrels on the beach and those areas servicing the beach on Bolivar Peninsula, Galveston County, Texas and the area surrounding each barrel as specified in the bid;

9. The County awarded bid #B122003 (Trash Barrels) to Proposer on December 6, 2011; and
10. The attached bid package #B122003, all addendums, and the corresponding Proposer's responses are incorporated into and made a part of this Agreement. Proposer agrees to be bound by all terms and conditions contained within.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows:

III. Terms

1. Recitals. The recitals set forth above are true and correct
2. Proposer Responsibilities. Proposer has submitted a bid for the services required under this Agreement and Bid #B122003 that relate to the trash barrels. The request for bid with the Proposer's corresponding bid is attached hereto as Exhibit A and is incorporated herein for all purposes. Proposer will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work required under this Agreement; and do everything called for herein. 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 Proposer and receipt of approved invoice, will pay Proposer according to Exhibit A.
4. Term.
 - A. Primary Term. This Agreement shall be effective on and from the date of award of Bid #B122003 (Trash Barrels) by the Commissioners' Court of Galveston County, Texas, and shall remain continuously effective thereafter through midnight of December 31, 2014, unless terminated earlier as set forth herein.
 - B. Option to Renew. Proposer hereby grants to the County the unilateral right to exercise an option to renew this Agreement for two (2) additional one (1) year periods. Proposer shall have a duty thirty (30) days prior to the expiration of the Agreement to inquire of the County Purchasing Agent whether the Agreement will be renewed. Each option to renew shall be exercised in writing solely at the discretion of the County, subject to any requested changes to terms and conditions as are agreed to by the County and the Proposer at the time of each renewal, and further, only if all terms and conditions, except those affecting the mutually agreed to changes, remain unchanged. Each option shall be exercised through the issuance of an Amendment to the Agreement extending the contract period. Each option is to be issued not sooner than ninety (90) days prior to the expiration of this

Agreement 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 a one (1) year period. Under no circumstances shall the term of this Agreement and all Amendments exercising renewal extend after midnight of December 31, 2016.

5. Termination.

- A. Termination for convenience. County reserves the right to terminate this Agreement upon thirty (30) days written notice for its convenience or for any reason deemed by it to serve the public interest.
- B. Termination for regulatory violation. County may terminate this Agreement immediately if such termination results from a TCEQ violation or violation of any requirement imposed by federal, state or local regulatory authority, or from any other requirement imposed by governmental law, ordinance, or regulation, or from court order.
- C. Termination for material breach. County may terminate this Agreement immediately if such termination results from a material breach of this Agreement by Proposer.
- D. Default. Default of this Agreement expressly includes, but is not limited to: failure to follow all applicable State, Federal, and Local laws, rules, regulations, ordinances and orders addressing the collection, transportation, and disposal of solid waste; failure to conduct operations in a good, safe, clean, and sanitary manner; failure to obtain and maintain required TCEQ permits and/or licenses; failure to maintain insurance policies and/or failure to provide verification of such insurance coverage; and/or failure to perform any of the terms or provisions of this Agreement.
- E. Corrective Action. In the event of the Proposer defaults under this Agreement, the County may require the Proposer to take corrective action to cure the default. In this event, the County shall provide the Proposer with written notice of the default and shall cite the nature of the breach in its notice. In the event the Proposer fails, neglects, or refuses to make such corrections within ten (10) working days of being notified the County may, at its option, correct same. If this occurs, Proposer must immediately upon demand reimburse the County its costs. Should Proposer fail to reimburse the County for correcting the default, the County shall have two options: 1.) to maintain this Agreement in force without waiving the default and pursue collection of such costs of correction, or 2.) immediately terminate this Agreement and pursue collection of such costs of correction. In the event under the County elects to pursue collection of costs of correction, County shall be entitled to claim and Proposer agrees to pay such costs and an

additional ten (10%) percent of such costs as an administrative charge and reasonable attorney fees.

F. Remedy. The County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or equity in the event of breach or default of this Agreement and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, Proposer shall be required to pay any difference in increase in service costs for the trash barrels covered by this Agreement should it become necessary for the County to contract with another source, plus reasonable administrative costs and reasonable attorney fees. In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

6. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed by certified mail, return receipt requested with proper postage affixed, or may be transmitted by facsimile transmission, to the addresses/facsimile numbers listed herein. If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed.

To County:

Attn: Mark A. Henry
County Judge of Galveston County, Texas
722 Moody, Suite 200
Galveston, Texas 77550
Facsimile: (409) 765-2653

With a copy to:

Attn: Rufus G. Crowder, CPPB
Purchasing Agent of Galveston County, Texas
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Facsimile: (409) 621-7987

To Proposer:

Attn: Joseph Patrick Danesi (Proposer's contact person for notice requirements)

Title: owner (Title of Proposer's contact person)

Address: 7602 Beaudelaire

Galveston, TX. 77551

(409) 539-2168

Facsimile: ()

7. Notice in event of evacuation. In the event the County declares a disaster under Chapter 418 of the Texas Government Code and a mandatory evacuation or voluntary evacuation is issued affecting Bolivar Peninsula, Proposer shall provide notice to the Galveston County Office of Emergency Management Office of the names and phone numbers of its officers or employees to contact during continuation of the disaster and during recovery after the disaster. For purposes of this section, notice may be provided by facsimile transmission or by phone conversation. The phone number to the Galveston County Office of Emergency Management is (281) 309-5002. The phone number to the County Coordinator at the Office of Emergency Management is (281) 309-5003. The facsimile number to the Galveston County Office of Emergency Management is (888) 534-5607.
8. Independent Contractors. None of the provisions of this Agreement are intended to create, nor shall be deemed to create, any relationship between Galveston County and Proposer other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties and obligations under this Agreement, Proposer 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. Proposer is not an agent or employee of the County for any purpose. Proposer and its 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 Proposer, its agents, employees or representatives.
9. Covenant against Contingent Fees: Proposer warrants that no person(s) or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, 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.

10. **Indemnification.** Proposer agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless the County of Galveston, its elected and appointed officials and department heads, agents, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney fees for the defense thereof in connection therewith on account of the loss of life, property, or injury or damage to the person which shall arise from Proposer's operations under this Agreement, its use of County facilities and/or equipment, or from any other breach on the part of Proposer, its employees, agents, or assigns. Proposer shall pay any judgment with cost which may be obtained against Galveston County resulting from Proposer's operations under this Agreement.
11. **Insurance.** Proposer agrees to keep in full force and effect a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by Proposer of at least the following:
- a. For damages arising out of bodily injury to or death of one person in any one accident - \$100,000.00;
 - b. For damages arising out of bodily injury to or death of two or more persons in any one accident - \$300,000.00; and
 - c. For any injury to or destruction of property in any one accident - \$100,000.00.

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then Proposer shall be required to purchase, at the termination of this Agreement, tail coverage for the County for the period of the County's relationship with the Proposer. Such coverage shall be at least in the amounts set forth in subparagraphs (a), (b), and (c) above. The County of Galveston shall be named as additional insured on the policies. Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this Agreement prior to expiration of any policy.

12. **Amendment.** This Agreement may be amended only by written instrument duly authorized by the governing body of each Party and duly executed by each Party hereto.

13. Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue shall lie exclusively in Galveston County, Texas.
14. 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.
15. 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.
16. Entire Agreement. 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.
17. Immunity Retained. Galveston 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 Agreement. Galveston County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein.
18. Successors. This Agreement shall bind and benefit the Parties and their legal successors.
19. Benefit. 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.
20. Subcontracting/Assignment. Proposer may not assign, sell, or otherwise transfer this Agreement in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve Proposer of any of its responsibilities under the Agreement.
21. Novation and Change of Name. Proposer is responsible for the performance of this Agreement. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by Proposer, the County

Purchasing Agent shall be notified immediately. No change in the obligation of Proposer will be recognized until such change is approved by Commissioners' Court.

22. Force Majeure. In the event that the performance by the County or Proposer of any 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.
23. 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. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.
24. Authority to Bind. Each Party represents and warrants for itself that the Party is acting by and through its governing body, and 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.
25. 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.

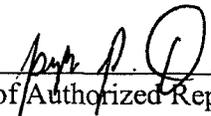
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This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in duplicate counterparts each of which shall be deemed to be an original, to be effective on the date specified herein.

Proposer:

By:

Date:


(Signature of Authorized Representative)

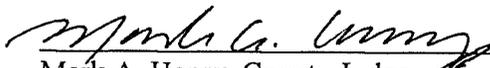
12-5-11

Joseph Patrick Danesi
(Print Name of Authorized Representative)

Galveston County:

By:

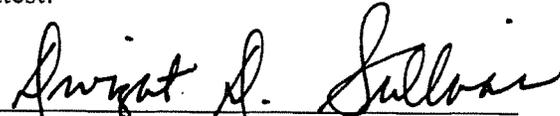
Date:


Mark A. Henry, County Judge

12/6/11

Attest:

Approved as to Form:


Dwight Sullivan, County Clerk

Galveston County Legal

**BID RESPONSE SUBULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS**

BID #: B122003
OPEN: 11/22/2011
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor: 708663 JRL SERVICES LLC		Vendor: 713994 DANESI OUTDOOR SERVICES		Vendor: 713995 SHAWN REED	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99812	RETTILION ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK.	119	EA	11.25	1,338.75	6.00	714.00	10.45	1,243.55
0002	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	18	EA	11.25	202.50	6.00	108.00	10.45	188.10
0003	99812	OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	12	EA	11.25	135.00	6.00	72.00	10.45	125.40
0004	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	10	EA	11.25	112.50	6.00	60.00	10.45	104.50
0005	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH	5	EA	11.25	56.25	6.00	30.00	10.45	52.25
0006	99812	RETTILION ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	119	EA	11.25	1,338.75	6.00	714.00	10.45	1,243.55

**BID RESPONSE SUBULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS**

BID #: B122003
OPEN: 11/22/2011
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0007	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	18	EA	11.25	202.50	6.00	108.00	10.45	188.10
0008	99812	OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	12	EA	11.25	135.00	6.00	72.00	10.45	125.40
0009	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	10	EA	11.25	112.50	6.00	60.00	10.45	104.50
0010	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	5	EA	11.25	56.25	6.00	30.00	10.45	52.25
0011	99812	RETTILON ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	119	EA	11.25	1,338.75	6.00	714.00	10.45	1,243.55
0012	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH THROUGH SEPTEMBER, THREE TIMES PER WEEK	18	EA	11.25	202.50	6.00	108.00	10.45	188.10
0013	99812	OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	12	EA	11.25	135.00	6.00	72.00	10.45	125.40
0014	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	10	EA	11.25	112.50	6.00	60.00	10.45	104.50

**BID RESPONSE SUBULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS**

BID #: B122003
OPEN: 11/22/2011
2:00 PM

0015	99812	HIGH ISLAND BEACH SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THRU SEPTEMBER, THREE TIMES PER WEEK	5	EA	11.25	56.25	6.00	30.00	10.45	52.25
Total of all Items:										5,141.40
										2,952.00
										5,535.00

**BID RESPONSE SUBULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS**

BID #: B122003
OPEN: 11/22/2011
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor: 714003 LYONS CONTRACT SERVICE		Vendor:	
					Unit Price	Extended	Unit Price	Extended
0001	99812	RETTILION ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA. JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK.	119	EA	7.50	892.50	0.00	0.00
0002	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA. JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK.	18	EA	7.50	135.00	0.00	0.00
0003	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK.	12	EA	7.50	90.00	0.00	0.00
0004	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK.	10	EA	7.50	75.00	0.00	0.00
0005	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH	5	EA	7.50	37.50	0.00	0.00
0006	99812	RETTILION ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA. MONTH OF APRIL, TWICE PER WEEK.	119	EA	7.50	892.50	0.00	0.00
0007	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK.	18	EA	7.50	135.00	0.00	0.00

**BID RESPONSE SUBULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS**

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OPEN: 11/22/2011
2:00 PM

0008	99812	APRIL, TWICE PER WEEK OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	EA	12	7.50	90.00	0.00	0.00	0.00	0.00
0009	99812	ROLLOVER PASS SERVICING THE BEACH, TR BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	EA	10	7.50	75.00	0.00	0.00	0.00	0.00
0010	99812	HIGH ISLAND BEACH SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TW PER WEEK	EA	5	7.50	37.50	0.00	0.00	0.00	0.00
0011	99812	RETTILON ROAD TO LOS PATOS, TRASH BAR AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, TI TIMES PER WEEK	EA	119	9.50	1,130.50	0.00	0.00	0.00	0.00
0012	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCI MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	EA	18	9.50	171.00	0.00	0.00	0.00	0.00
0013	99812	OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEM THREE TIMES PER WEEK	EA	12	9.50	114.00	0.00	0.00	0.00	0.00
0014	99812	ROLLOVER PASS SERVICING THE BEACH, TR BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEM THREE TIMES PER WEEK	EA	10	9.50	95.00	0.00	0.00	0.00	0.00

BID RESPONSE SUBULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

BID #: B122003
 OPEN: 11/22/2011
 2:00 PM

0015	99812	HIGH ISLAND BEACH SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	5	EA	9.50	47.50	0.00	0.00	0.00
Total of all Items:						4,018.00	0.00	0.00	0.00

**SPECIAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS**

SCOPE OF SERVICES:

The County of Galveston is seeking a contractor to provide annual garbage pickup services for approximately 164 trash barrels and the area immediately surrounding each container on the Port Bolivar Peninsula in Galveston County, Texas.

TRASH BARRELS:

Successful bidder will be responsible for providing garbage pickup service for approximately 164 trash barrels on the Port Bolivar Peninsula in Galveston County, Texas. Each trash barrel is a fifty-five (55) gallon container that shall be sequentially numbered from west to east per location and clearly marked as being the property of Galveston County.

Galveston County reserves the right to add or delete barrels from this contract as needed. Galveston County may reposition the current number of barrels to different areas of the beach to meet litter demands. All barrels are fixed to a barrel stand. Vendor is responsible for supplying all materials, equipment, and supplies, including but not limited to, bags (polyliners) to collect solid waste at the requested service levels.

ROUTE:

The trash barrels are located on the beach from Retillon Road through Los Patos, Rollover Pass, High Island Beach, Little Beach, and at other locations on Bolivar Peninsula that service the beach. The Little Beach area is on the beach from 17th Street to Fort Travis. Other locations include but are not limited to the Erman Boat Ramp, Retillon Road, O'Neal Road, Kahla Road, Lauderdale Boat Ramp, North Jetty, French Town Road, and Bird Sanctuary to Retillon Road.

SERVICE LOCATIONS:

Garbage pickup service includes collecting, transporting, emptying each trash barrel, and disposing of the solid waste from the area immediately surrounding each container (4 foot radius) and thereafter transporting and disposing of the solid waste collected into roll-off containers provided by Galveston County at the locations as specified below:

- 724 Broadway, Port Bolivar, Texas
- 946 Noble Carl Road, Crystal Beach, Texas

SCHEDULE:

- **April 1st through April 30th** of each year: two (2) times per week (Monday & Friday);
- **March 1 – March 31** of each year: three (3) times per week (Monday, Wednesday, and Friday);
- **May 1st through September 30th** of each year: three (3) times per week (Monday, Wednesday, and Friday); and
- **October 1st through the end of February (28th or 29th, as applicable)** of each year: one (1) time per week Monday's).

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of a representative from the Galveston County Road and Bridge Department who for the purposes of this contract is:

**Lee Crowder, Manager of Drainage and Beaches
Galveston County Road and Bridge
Telephone: (409) 682-3690
E-mail: lee.crowder@co.galveston.tx.us**

AGENDA ITEM #25.a.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

November 1, 2016

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

RE: Request to Issue Formal Solicitation - Broadway & 54th Street Property

Gentlemen,

It is requested that the Commissioners' Court grant authorization to issue a formal solicitation to request competitive sealed bids for the sale of 1.7215 acres on the northwest corner of the property located at Broadway & 54th Street, Galveston, TX.

A letter of intent to purchase this property has been received and a file copy (with redactions) is attached.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

EXCEL COMMERCIAL REAL ESTATE, LLC
9121 ELIZABETH SUITE 108
HOUSTON, TX 77055
P 713.458.5151

October 11, 2016

Rufus G. Crowder
Purchasing Agent
Galveston County Purchasing Department
Galveston County Courthouse
722 21st Street, 5th Floor
Galveston, TX 77550

FILE COPY

Letter of Intent to Purchase Land

Re: 1.7215 Acres on the NW Corner of Broadway Boulevard (Avenue "J") and 54th Street,
Galveston, TX

Dear Mr. Crowder:

The following outlines the basic terms and conditions under which Excel Commercial Real Estate, LLC (the "Buyer") proposes to acquire the above referenced tract of land (the "Property") from Seller:

Seller: Galveston County

Purchaser: Excel Commercial Real Estate, LLC.

Property: 1.7215 acres out of Reserve "B" of the Galveston County Justice Center Amending Plat, Plat Record 2004A, Map NOs 200 & 201, G.C.M.R. situated in the Michael B. Menard Survey, Abstract No. 628, City of Galveston, Galveston County, Texas as shown on Exhibit "A".

Purchase Price: 

Due Diligence Period:

Buyer shall have one hundred and eighty (180) days to perform all due diligence. Buyer may terminate agreement at any time for any reason during the Due Diligence Period.

Buyer shall have two (2) options to extend Due Diligence Period for thirty (30) days each by depositing an additional  deposit with the Escrow Agent

for each respective period. Such additional deposits shall be non refundable except in the event of default by Seller, but such payment shall be a credit against the Purchase Price at Closing.

Earnest Money:

[REDACTED] upon beginning of Due Diligence Period shall be deposited into an interest bearing escrow account at Alamo Title Company. Earnest Money will be transferred to seller upon closing (defined below). If buyer determines that for any reason the Property is not suitable for buyer's use, such purchase agreement shall terminate, and Buyers earnest money shall be returned, and neither party shall have any liability or obligation to one another hereunder.

Closing: Thirty (30) days following expiration of Due Diligence Period.

Seller

Cooperation: Seller, at its sole cost, shall provide Purchaser with: (i) Seller's most current survey of the Property prepared by a registered public surveyor, licensed to do business in the State of Texas and (ii) all appropriate information and documentation concerning the Property including, but not limited to, a title report, copies of all maps, plats, easements, tax statements, permits, licenses, restrictive covenants, reciprocal easement agreements, soil tests, environmental studies, engineering reports, utility agreements, building plans, specifications and other similar information within five (5) days of signing the Purchase Agreement. Seller shall grant Buyer permission to enter and conduct any and all studies on the property.

Commission: Seller hereby agrees to pay at Closing a real estate commission of [REDACTED] of the Purchase Price to New Regional Planning ("Purchaser's Broker").

This Letter of Intent does not constitute an offer or the acceptance of an offer. Neither this Letter of Intent nor any oral discussions between parties are intended to be a legally binding agreement.

Sincerely,

Richard Rainer

Richard Rainer
Excel Commercial Real Estate, LLC

Agreed and Accepted:

By: _____

Its: _____

Date: _____

AGENDA ITEM #25.b.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

November 2, 2016

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

**RE: Request to Issue Formal Solicitation
Removal and Reconstruction Services – Texas City Pump Station**

Gentlemen,

It is requested that the Commissioners' Court grant authorization to issue a formal solicitation to request competitive sealed bids for removal and reconstruction services to repair/replace three back stop flap gates at the Texas City Pump Station for the Road & Bridge Department.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus Crowder", with a long, sweeping underline that extends to the right.

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston



The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director

Office 281-534-5152

Date: October 24, 2016
To: Rufus Crowder
Purchasing Agent
From: Lee Crowder *h.c.*
Road and Bridge Director

Re: Competitive Bid for the Removal and Reconstruction Service
of three Back Stop Flap Gates

This is a request for advertisement of a competitive bid for the removal and reconstruction service of the back stop flap gates at the Texas City Pump Station. This replacement work has been approved in FY 17 budget for \$135,000.00 account 2370296121-57444000 "TSPS Doors".

Special Provisions

Scope of Work

The County of Galveston is seeking a vendor to remove, reconstruct and replace three back stop flap gates at the Texas City Pump Station. The three back stop flap gates are located in the discharge chambers of each main lift pump stations. Successful vendor will provide all necessary labor, equipment (including crane), and tools necessary to remove the rusted and failed back stop flap gates. The vendor will document in writing and photos condition of existing gates, hinges and attachment hardware. Galveston County will allow the vendor to reuse any existing stainless steel or brass hardware (i.e. hinges) that are in good working order at the time of removal. The vendor will reconstruct using the same specification of materials and dimensions from the existing back stop flap gates for each discharge chamber. The vendor will provide the County with shop drawings, including dimensions of a reconstructed back stop flap gate. Reconstructed back stop flap gates will be blasted and painted. Vendor will deliver new back stop flap gates to the Texas City Pump Station and install in respective discharge chambers.

Location and Working Hours

The Texas City Pump Station is located at 2601 Loop 197 Texas City Texas. Hours of Operations are 7:30 am to 3:00 pm Monday through Friday

General Information

Any proposed change to the design or materials of the current back stop flap gate must be made in writing to Galveston County.

All Labor shall be performed in a skillful, through manner.

The vendor shall furnish all labor, tools, materials, equipment, vehicles, and services in order to complete the total work in accordance with scope of work, specifications, applicable codes and regulations.

The vendor shall protect all persons and property throughout the progress until the completion of the work.

All shall conform to the requirements of all applicable local, state, and national codes and regulations.

The vendor shall not employ a subcontractor without the advance written permission of Galveston County Commissioners Court.

Point of Contact

Paulo Flores, Texas City / LaMarque Hurricane Levee, Seawall Manager
5115 Hwy 3 Dickinson, Texas 77539
281-534-4152
Paulo.Flores@co.galveston.tx.us

Your consideration would be greatly appreciated.

AGENDA ITEM #26.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

November 1, 2016

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

Re: Bid #B152001, Transportation of Human Remains
Contract #CM15024

Gentlemen,

The contract associated with Bid #B152001, Transportation of Human Remains, is scheduled for its second extension on December 13, 2016. The contracted vendor for this service is Carnes Funeral Home.

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 G. Crowder", followed by a long horizontal line extending to the right.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments



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

James Gentile
Director of Contract Services

October 18, 2016

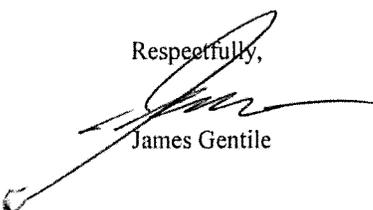
Mr. Rufus Crowder
Galveston County, Purchasing Agent
722 Moody, 5th floor
Galveston, Texas 77550

Rufus,

Our current contract # CM15024 for Transportation of Human Remains with Carnes Funeral Home is scheduled for renewal on December 13, 2016. According to the terms, the contract has the option of two one year extensions basis contingent upon approval of both parties. I would recommend extending this contract for another year.

Please do not hesitate to contact me if you have any questions.

Respectfully,


James Gentile

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

Letter of Intent to Galveston County

To: Rufus Crowder, Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550

From: Tim Baker

Date: October 20th, 2016

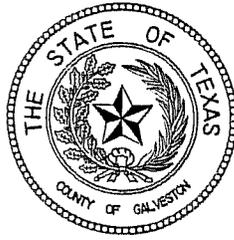
Subject: RFP #B152001, Contract #CM15024

Mr. Crowder, this letter serves as our "Letter of Intent" to extend our contract to provide mortuary transportation services to Galveston County for one more year, that year being from December 13th, 2016--December 12th, 2017. We look forward to our continued business and partnership with Galveston County.

Respectfully,

A handwritten signature in black ink, appearing to read "Tim Baker", written in a cursive style.

Tim B. Baker
Executive Director
Carnes Funeral Home
3100 Gulf Freeway
Texas City, Texas 77591
409-986-9900
409-655-3132 Direct Line



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: CM15024

Invitation to Bid Number: RFP# B152001 Transportation of Human Remains

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating December 12, 2015.

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: Carnes Funeral Home

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:

Carnes Funeral Home
Attn: Jay Carnes
3100 Gulf Freeway
Texas City, Texas
77591

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 9th day of December, 2014.

Contractor:

Carnes Funeral Home

By:

Joyt Carnes

Date:

12/9/14

Galveston County

By:

Mark A. Henry
Mark A. Henry, County Judge

Date:

12/9/14

Attest:

Dwight A. Sullivan
Dwight Sullivan, County Clerk

5

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.
Carnes Funeral Home
Texas City, TX United States

Certificate Number:
2016-127065

Date Filed:
10/21/2016

Date Acknowledged:
10/24/16

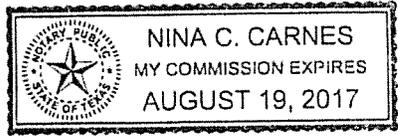
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Galveston County Medical Examiner

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.
#CM15024
Transportation of deceased to medical examiner facility

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.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said TEA BAKER, this the 21st day of October, 2016, to certify which, witness my hand and seal of office.

Nina C. Carnes Signature of officer administering oath
Nina C. Carnes Printed name of officer administering oath
Notary Public Title of officer administering oath

RFP #: B152001
OPEN: 11/06/2014
TIME: 2:00 P.M.

**SPECIAL PROVISIONS
TRANSPORTATION OF HUMAN REMAINS
GALVESTON COUNTY, TEXAS**

Title: Owner Phone: 409.986.9900 Fax: 409.986.9903

E-mail address: Jay.Carnes@CarnesFuneralHome.com

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

Items:

Confirmed (X):

1. References (if required)

6

2. Addenda, if any.

#1 ___ #2 ___ #3 ___

3. One (1) original and three (4) copies of submittal

5 copies

4. Vendor Qualification Packet

✓

5. Payment Terms:

___ net 30 ___ Other

The remainder of this page intentionally left blank

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

November 17th, 2014

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

RE: RFP# B152001, Transportation of Dead Human Bodies

Mr. Crowder, this serves as the memo for our new cost structure that we would like to propose to the county through a best and final offer.

1. Price per the 1st body in each of the four zones:

Zone A Galveston Island--	\$175
Zone B Mainland Areas--	\$150
Zone C Mainland Center Hospital--	\$125
Zone D Bolivar Peninsula--	\$225

2. Cost per multiple bodies in each of the four zones, to include clarifying cost based on sending additional vehicles to each scene:

Zone A Galveston Island:

2nd decedent-- \$10
3rd decedent-- \$175
4th decedent-- \$10
5th decedent-- \$175
6th decedent-- \$10
Etc. with 2 decedents per vehicle.

Zone B Mainland Areas:

2nd decedent-- \$10
3rd decedent-- \$150
4th decedent-- \$10
5th decedent-- \$150
6th decedent-- \$10
Etc. with 2 decedents per vehicle.

Zone C Mainland Center Hospital:

2nd decedent-- \$10
3rd decedent-- \$125
4th decedent-- \$10
5th decedent-- \$125
6th decedent-- \$10
Etc. with 2 decedents per vehicle.

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

Zone D Bolivar Peninsula:

- 2nd decedent-- \$10
- 3rd decedent-- \$225
- 4th decedent-- \$10
- 5th decedent-- \$225
- 6th decedent-- \$10
- Etc. with 2 decedents per vehicle.

3. Confirming the staffing commitment to include at least two staff persons per call:

All house calls, traffic scenes, outside locations and removals that would warrant it will be staffed by two individuals. All nursing homes, long term care centers and hospital calls would be staffed with one individual unless the weight of the decedent warranted more than one individual, and then two or more individuals would staff the call accordingly.

Respectfully,

A handwritten signature in black ink that reads "Tim Baker". The signature is fluid and cursive.

Tim Baker
Executive Director
Carnes Funeral Home Organization
Texas City 409-986-9900
South Houston 713-943-2500
Direct Line 409-655-3132

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

November 17th, 2014

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Glaveston County

RE: RFP# B152001, Transportation of Dead Human Bodies

Mr. Crowder, in regards to RFP# B152001, we would like to request the opportunity to provide a best and final offer. We have calculated our numbers again and feel we have room to offer the County a better cost structure than our original bid. We would like the opportunity to present this cost structure(bid) to the County prior to the bids being submitted to the Commissioners Court for approval. Please see the included memo for our updated cost structure.

Respectfully,

A handwritten signature in black ink that reads "Tim Baker". The signature is written in a cursive style.

Tim Baker
Executive Director
Carnes Funeral Home Organization
Texas City 409-986-9900
South Houston 713-943-2500
Direct Line 409-655-3132

**SPECIAL PROVISIONS
TRANSPORTATION OF HUMAN REMAINS
GALVESTON COUNTY, TEXAS**

The Special Provision section of this Request for Proposal 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 Request for Proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

1. SCOPE OF SERVICES:

The County of Galveston is seeking a vendor to supply the service of Transportation of Human Remains. Contractor will supply all labor, materials, and equipment for pick-up of human remains from the scene of death or discovery of body in Galveston County, Texas. Services will include loading, handling, protection, and transporting of bodies to the Galveston County Morgue or other location as requested by the Galveston County Medical Examiner or his designated representative. Services will be provided twenty-four (24) hours a day, seven (7) days a week, including holidays and weekends.

Contractor must maintain an average response time on calls not to exceed 15 minutes with a status report and an estimated time of arrival.

Contractor must comply with all laws, rules, regulations, and procedures for handling of human remains that may apply.

2. OBJECTIVE:

To obtain the pickup and handling of human remains from accident sites, homes, or other locations where death occurs or is discovered, and transportation to the County Morgue or other location as directed by the Medical Examiner or his representative at the lowest possible cost in a professional and dignified manner.

3. GOOD FAITH CASHIERS CHECK:

While no proposal or performance bonds are required, proposal must be accompanied by a Cashier's Check, made payable to the County of Galveston in the amount of One Thousand (\$1,000.00) Dollars. The above described security shall be furnished by the proposer as a guarantee that the proposer will enter into a contract if awarded the work and submit proof of the insurance and bonding requirements described herein. Checks of unsuccessful proposers will be returned at the time of award.

Failure of proposer to commence work within time specified by proposer after award and satisfy the above mentioned insurance/bonding requirements shall constitute forfeiture by proposer of the above mentioned security and retention of same by the County as liquidated damages. No plea of error or mistake in such accepted bid shall be available to the proposer as a basis for the release of his security. General information and instructions are contained in the terms and conditions attached. PLEASE READ TERMS AND CONDITIONS CAREFULLY.

4. PRIMARY TERM AND OPTIONS TO RENEW:

The primary term of the Contract will be for a period on one (1) year from the date of signage by the Commissioners Court. Contractor hereby grants to County the unilateral right to exercise an option to renew this contract. Such option to renew shall be exercised only if all terms and conditions, except for the contract period, being extended, remain unchanged and in full force and effect. Each option is to be executed in the form of a Modification/Change Order to the contract extending the contract period. 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 renewal period.

Option to renew may cover not more than two (2), one (1) year terms, and the total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

**SPECIAL PROVISIONS
TRANSPORTATION OF HUMAN REMAINS
GALVESTON COUNTY, TEXAS**

5. VEHICLES:

Contractor shall provide suitable owned or leased vehicles, which shall remain under custody and control of the contractor throughout the duration of the contract. Vehicles shall be properly equipped for removal and transportation of remains, and shall remain available for immediate response at any time, twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays.

In the event of calls from the Medical Examiner of his designated representative requiring pick-up at more than one location simultaneously, contractor shall provide his own personnel, vehicles, and equipment, or secure them from other sources at his expense.

In the event services of equipment by another source as called for by the contractor, contractor shall remain responsible for contract compliance at all times and making payment for these services which he obtains from another source. Payments by Galveston County for services performed under this contract shall only be paid to the contractor awarded this contract.

Vehicles and personnel will be staged in Galveston County at a location that is approximately at the center point of the county to insure prompt response times.

6. DESCRIPTION OF VEHICLES:

Proposers are required to state exactly what types and number of vehicles they intend to utilize.

7. EVALUATION FACTORS:

All proposals shall be open for public inspection after award. Galveston County will consider many evaluation factors; of which price is the only one factor, and will receive proposals from all responsible proposers. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposal.

(a) Evaluation factors include but are not limited to the following:

- (1) Price 40%
- (2) Proposer's Experience 40%
- (3) Response Time 10%
- (4) Proposer's Financial Strength 5%
- (5) Contract Terms and Conditions 5%

8. PRE-AWARD SURVEY:

After proposal opening and prior to award, County reserves the right to make a pre-award survey of any or all proposer's equipment to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such equipment with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of bids as non-responsive. Galveston County reserves the right to reject equipment as unacceptable for performance under this solicitation as a result of such pre-award survey. In addition, proposer's reputation relating to quality of performance may also be used for purposes of evaluating proposer's suitability for award under this solicitation.

**SPECIAL PROVISIONS
TRANSPORTATION OF HUMAN REMAINS
GALVESTON COUNTY, TEXAS**

9. **AWARD OF CONTRACT:**

Galveston County Commissioners' Court shall award the contract to the successful proposer who submits the lowest and best proposal or reject all proposals and issue a new solicitation. If two responsible proposers submit the lowest and best proposals, the Commissioners' Court shall decide between the two by drawing lots in a manner prescribed by the County Judge. (a) The County reserves the right to accept any item or group of items of this bid, unless the proposer qualifies his proposal be specific limitations. (b) A contract award sheet attached to the complete proposal as submitted, or other written acceptance, signed by the County Judge and contractor results in a binding contract without further action by either party.

10. **CONTRACT BOUNDARY LIMITATIONS AND DESTINATIONS:**

Services performed under this contract shall be limited to the inside boundaries of Galveston County, Texas. Contractor shall not perform, or shall contractor be paid for, services rendered outside the boundaries of Galveston County, except for the retrieval of bodies located at the Harris County crematorium.

The Medical Examiner's office will be responsible for determining whether the call is inside or outside Galveston County. Contractor shall be paid for all trips requested by Galveston County Medical Examiner. All calls must be dispatched by the Medical Examiner's office.

Services performed under this contract shall be within four designated zones within Galveston County. Zone A includes Galveston Island. Zone B includes all mainland areas of the County. Zone C includes Bolivar Peninsula. Zone D includes Mainland Hospital Center. In those instances where the pick-up point is near or at the border of two zones, Galveston County Medical Examiner shall decide the applicable zone for payment purposes. The Medical Examiner's decision shall be final. If pick-up is requested by the Medical Examiner, it shall be exclusive to the contractor who is awarded this bid. Unless otherwise directed by the Medical Examiner or his representative, human remains shall be transported and delivered to the following address: **Galveston County Medical Examiner, 6607 FM 1764, Texas City, Texas, 77591.**

With the exception of a large scale disaster which requires the immediate use of services and equipment provided by another source, any vehicle used in the performance of this contract shall be properly licensed, inspected, insured, and marked to identify it as contract service for the Galveston County Medical Examiner. In all events, all vehicles shall otherwise comply with ordinances, laws, and regulations, as applicable or outlined herein sirens shall be used during performance hereunder. Contractor is required to comply with all traffic laws regarding speed and safety, and Galveston County assumes no responsibility for traffic violations committed by contractor, employees or representatives.

Contractor shall be responsible for complying with instructions from police, sheriff's deputies, state troopers, and/or the Medical Examiner or his representative regarding access to the pick-up site, and shall assume responsibility for violation of instruction from competent authority regarding access to or from the site and for any damage or injury caused to people or property in the performance of this service.

Contractor shall provide services in unmarked vehicles. No signage will be visible at all.

Contractor shall provide vehicles equipped with two-way radios or provide employees with pagers or other forms of communications so that calls may be canceled or changed.

In the event of vehicle break-down, accident, or any other circumstances which prevent response to any call within the designated response time contractor shall notify the Medical Examiner or his representative and immediately

**SPECIAL PROVISIONS
TRANSPORTATION OF HUMAN REMAINS
GALVESTON COUNTY, TEXAS**

make arrangements for replacement vehicle and employees.

11. CONTRACT PERSONNEL:

Contractor employees performing services under this contract shall be trained and fully qualified to handle, protect, load, transport, and generally perform all services associated with this contract. Contractor shall be responsible to provide any training, licenses, permits, or meet other requirements of any ordinance, law, or regulation of competent authority as applicable.

All personnel performing hereunder shall carry identification as a contractor employee or representative, and shall display such identification when requested at the pick-up or delivery site upon request by competent authority. Additionally, contractor representatives shall wear on display clip-on tags identifying them as a Contract Cadaver Transporter for the Galveston County Medical Examiner.

Contractor representatives shall present a neat, clean and dignified appearance in dress and demeanor during performance under this contract, and are prohibited from smoking while in the pick-up site, or being under the influence of alcohol or controlled and regulated substances without a medical prescription at any time during performance under this contract. Contractor representative shall conduct themselves in a respectful manner and display a proper attitude to relatives, friends, or those at the scene, including the protection of personal belongings, property and related matters.

Galveston County reserves the right to remove any contractor representative, which in the opinion of the Medical Examiner or his representative, has been rude, callous, irreverent, disruptive, or offensive in any manner to friends or relatives of the deceased, or otherwise violated this provision or otherwise reflects unfavorably on Galveston County.

No contractor representative will be permitted to perform services under this contract that has a criminal record of a felony conviction in Texas or any other state. Contractor will make appropriate inquiry of any prospective employee. Galveston County reserves the right to conduct a criminal investigation of contractor and any contractor's employee performing service under this contract and remove from performance any employee who has a criminal record of a felony conviction. Contractor agrees to submit an updated personnel list within ten (10) days of any personnel changes. The list shall include the full name, date of birth, and Social Security Number of employees.

Contractor's representatives shall not perform any service under this contract unless a call has been made by the Galveston County Medical Examiner or his representative, and shall not enter the pick-up or death scene until authorized to do so by competent authority. In all cases, every effort shall be made to protect evidence on or near the body or at a criminal scene, or protect and preserve personal or other property.

12. PERFORMANCE REQUIREMENTS:

Upon instructions to proceed at the scene by the Medical Examiner or his representative, the following services shall be rendered as a minimum:

- Body shall be wrapped in suitable cover, then secured in a portable litter and loaded in transporting vehicle.
- When directed by the Medical Examiner or his representative, bodies shall be placed in body bags. Body bags to be used hereunder shall be furnished by Medical Examiner.
- Contractor shall provide all necessary and related supplies in the performance of services hereunder, including rubber gloves, "shroud sheets", "one man cots", "highway cots", "back boards" surgical or odor masks, and any other supplies normally used for this purpose as determined by the contractor. Galveston County shall not be responsible for the payment or reimbursement of any costs not specifically identified

**SPECIAL PROVISIONS
TRANSPORTATION OF HUMAN REMAINS
GALVESTON COUNTY, TEXAS**

by the bidder in his bid.

Contractor shall be provided with the key code to the Galveston County Morgue so that delivery of bodies may be made. Contractor agrees not to enter to County Morgue facilities for any reason except in connection with delivery of a cadaver or in response to a call from the Medical Examiner. The code shall not be shared with any third party.

Contractor's representatives shall enter required information in a log at the morgue upon arrival, and shall prepare and attach a toe tag to the right or left great toe of each body. If toes are missing, the tag is to be placed on the body or piece of clothing that will not be dislodged during transport.

After tagging, unless otherwise directed by the Medical Examiner or his representative, the body shall be placed on a cot or backboard.

13. CONFIDENTIALITY:

Except to the Medical Examiner, his representative, or other competent authorities, Contractor agrees not to reveal or disclose any information relating to any case in which services are provided hereunder, including identification of deceased, address or location, circumstances surrounding death, criminal evidence, or any other pertinent information.

14. ADVERTISING AND SOLICITATION:

Contractor is prohibited from, and expressly agrees not to use the award of this contract of performance of services hereunder as advertisement or otherwise, for the purpose of soliciting or obtaining business from other sources, and shall not include any information relating to this contract in business from other sources, and shall not include any information relating to this contract in business cards, pins, labels, patches, or any other manner which could be construed as advertising, solicitation, or as an official extension of a Galveston County department or agency.

15. BILLING:

On the last day of each month, Contractor shall submit an invoice for payment of all services rendered that month. The invoice shall include the name of deceased, number, date, location, response time in minutes to pick-up point from time of call, and cost of all pick-ups and deliveries made during that month. The report shall be mailed or hand delivered to:

**GALVESTON COUNTY MEDICAL EXAMINER
6607 FM 1764
TEXAS CITY, TEXAS 77590**

16. PAYMENT PROCEDURE:

Upon receipt of invoice, the Medical Examiner shall attempt to promptly verify invoiced items are forward the invoice to the Director of Community Services. Payment shall be sent to address provided by contractor, and made no later than the 30th day after receipt of invoice by Community Services.

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.

17. NO MINIMUM GUARANTEE:

Neither Galveston County nor the Medical Examiner guarantees either a minimum or maximum number of pick-ups or a minimum or maximum amount of compensation under this contract.

**SPECIAL PROVISIONS
TRANSPORTATION OF HUMAN REMAINS
GALVESTON COUNTY, TEXAS**

18. INDEPENDENT CONTRACTOR:

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 will provide all tools and equipment.

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 State or Federal governments.

Contractor is not an agent or employee of the county for any purpose, it is not eligible for, nor will it be permitted to participate in, any employee benefit plans which are normally accorded to employees of the county, including vacation and sick leave, retirement plans, disability and workman's compensation.

County assumes no liability to any third party of any action, inactions or deeds taken by contractor, its agents, employee or representatives in the performance services.

PROCUREMENT TIMELINE

A timeline for this RFP and initial process is included below. Galveston County reserves the right to change these dates and will notify proposers of any changes:

Advertise RFP (first date of publication)	Wednesday	October 15, 2014
Advertise RFP (second date of publication)	Wednesday	October 22, 2014
Proposals due from proposers/RFP Opening	Thursday	November 6, 2014 at 2:00 p.m.

The remainder of this page intentionally left blank

RFP #: B152001
OPEN: 11/06/2014
TIME: 2:00 P.M.

**SPECIAL PROVISIONS
TRANSPORTATION OF HUMAN REMAINS
GALVESTON COUNTY, TEXAS**

PROPOSAL FORM

THE FIRM OF: _____

Address: _____

FEIN (TAX ID): _____

Hereby agrees to provide the requested services as defined herein for a total contract price of:

\$ See Line Item Detail Pages and Proposal Sheet _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

**SPECIAL PROVISIONS
TRANSPORTATION OF HUMAN REMAINS
GALVESTON COUNTY, TEXAS**

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

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

Items:	Confirmed (X):
1. References (if required)	_____
2. Addenda, if any.	#1 _____ #2 _____ #3 _____
3. One (1) original and three (4) copies of submittal	_____
4. Vendor Qualification Packet	_____
5. Payment Terms:	_____ net 30 _____ Other

The remainder of this page intentionally left blank

AGENDA ITEM #26.b.



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

November 1, 2016

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

Re: Bid #B142021, Corrugated Polyethylene Pipe for Culverts
Contract #CM14287

Gentlemen,

The contract associated with Bid #B142021, Corrugated Polyethylene Pipe for Culverts, is scheduled for its second extension on December 22, 2016. The contracted vendor for this service is ACT Pipe & Supply, 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 G. Crowder", 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

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director

Office 281-534-5152

Date: October 13, 2016

To: Rufus Crowder, Purchasing Agent

From: Lee Crowder, Director of Road & Bridge

A handwritten signature in black ink, appearing to be "LC", written over the printed name of Lee Crowder.

Re: **Bid# B142021 Corrugated Polyethylene Pipe for Culverts**

I recommend the second year extension of the above bid with ACT Pipe & Supply.

LC/ejb



October 24, 2016

Rufus Crowder

Galveston County Purchasing

722 Moody

5th Floor

Galveston, Texas 77550

To whom it may concern:

ACT Pipe and Supply Inc. agrees to extend contract B142021, Corrugated Polyethylene Pipe for Culverts, that expires on December 21, 2016 for a period of one year. The new contract dates will be December 22, 2016 until December 21, 2017 under the same terms and conditions. We appreciate this opportunity to service your needs.

A handwritten signature in black ink, appearing to read 'Rick Rasberry', is written over the printed name.

Rick Rasberry

ACT Pipe and Supply

Area Manager Underground Utilities

Houston Division

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.
ACT PIPE AND SUPPLY INC.
BEAUMONT, TX United States

Certificate Number:
2016-127806

Date Filed:
10/24/2016

Date Acknowledged:
11/1/16

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

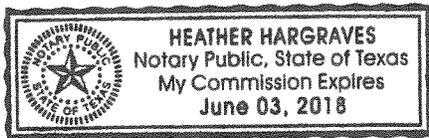
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
CM14287
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS

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.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rick Rasberry, this the 25 day of October 2016, to certify which, witness my hand and seal of office.

Heather D Hargraves Heather D Hargraves
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



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: CM14287

Invitation to Bid Number: Bid #B142021 Corrugated Polyethylene Pipe for Culverts

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating December 21, 2015.

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: ACT Pipe & Supply 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:

ACT Pipe & Supply Inc.
8921 Frey Rd
Houston, Texas 77034

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 10th day of November, 2014.

Contractor:

ACT Pipe + Supply

By:

Matt O'Neal

Date:

2/19/15

Galveston County

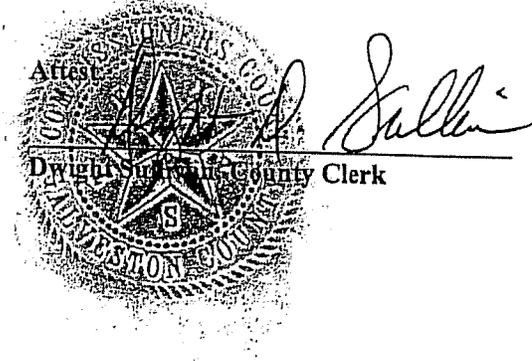
By:

Mark A. Henry

Mark A. Henry, County Judge

Date:

11/10/14



BID #: B142021
OPEN: 10/02/2014
2:00 PM

BID SHEET

CORRUGATED POLYETHYLENE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 162.87

OPTIONS TO RENEV 2 Extensions/1 Year Options

Andy Howell
WITNESS

9/24/14
DATE

ACT Pipe + Supply Inc
COMPANY NAME

Misty O'Neal
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Misty O'Neal
PRINTED NAME

Opv. Manager
TITLE

8921 Frey Rd
CORRESPONDENCE ADDRESS

Houston, TX 77034
CITY, STATE ZIP CODE

3-20332-8776-7
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

6950 W. Sam Houston Pkwy N
REMIT ADDRESS

Houston, TX 77041
CITY, STATE ZIP CODE

713-937-0600
TELEPHONE NUMBER

713-947-7451
FAX NUMBER

ADDENDUM'S RECEIVED #1 ___ #2 ___ #3 ___

LINE ITEM DETAIL

BID #: B142021
 OPEN: 10/02/2014
 2:00 PM

CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
 GALVESTON COUNTY, TEXAS

VENDOR ID 700616 ACT PIPE AND SUPPLY INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91339	12" CORRUGATED POLYETHYLENE PIPE	1	LF	502751200	\$ 4.53	\$ 4.53
0002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	502751500	\$ 7.21	\$ 7.21
0003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	502751800	\$ 7.78	\$ 7.78
0004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	502752400	\$ 15.35	\$ 15.35
0005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	502753000	\$ 21.25	\$ 21.25
0006	91339	36" CORRUGATED POLYETHYLENE PIPE	1	LF	502753600	\$ 28.14	\$ 28.14
0007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	502754200	\$ 37.72	\$ 37.72
0008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	502754800	\$ 40.89	\$ 40.89
Extended Price Total of all Items							\$ 162.87

**BID RESPONSE TABULATION
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

BID #: B142021
OPEN: 10/02/2014
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor: 700545 GREAT WESTERN SUPPLY CO I		Vendor: 700616 ACT PIPE AND SUPPLY INC		Vendor: 710602 GALCO HARDWARE & SUPPLY	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
001	91339	12" CORRUGATED POLYETHYLENE PIPE	1	LF	6.37	6.37	4.53	4.53	6.81	6.81
002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	8.50	8.50	7.21	7.21	9.09	9.09
003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	10.42	10.42	7.78	7.78	11.15	11.15
004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	16.00	16.00	15.35	15.35	17.12	17.12
005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	25.11	25.11	21.25	21.25	26.86	26.86
006	91339	36" CORRUGATED POLYETHYLENE PIPE	1	LF	29.53	29.53	28.14	28.14	31.57	31.57
007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	42.95	42.95	37.72	37.72	50.38	50.38
008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	49.34	49.34	40.89	40.89	50.50	50.50
Total of all Items						188.22		162.87		203.48

**BID RESPONSE TABULATION
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

BID #: B142021
OPEN: 10/02/2014
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor:		Vendor:		Vendor:	
					710604 CPR SERVICES & SUPPLIES INC					
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	91339	12" CORRUGATED POLYETHYLENE PIPE	1	LF	6.27	6.27	0.00	0.00	0.00	0.00
0002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	8.37	8.37	0.00	0.00	0.00	0.00
0003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	10.28	10.28	0.00	0.00	0.00	0.00
0004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	15.78	15.78	0.00	0.00	0.00	0.00
0005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	24.76	24.76	0.00	0.00	0.00	0.00
0006	91339	36" CORRUGATED POLYETHYLENE PIPE	1	LF	29.11	29.11	0.00	0.00	0.00	0.00
0007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	42.34	42.34	0.00	0.00	0.00	0.00
0008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	48.64	48.64	0.00	0.00	0.00	0.00
Total of all Items						185.55		0.00		0.00

**SPECIAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

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

PURPOSE:

The County of Galveston is seeking a vendor to supply Corrugated Polyethylene Pipe for Culverts for use by the Galveston County Road and Bridge Department.

TERM:

The contract awarded under these specifications shall be an initial one (1) year term with two (2), one (1) year options to renew unless superseded by language in the resultant contract if mutually agreeable with the vendor and the County. The total contractual period shall not exceed three (3) years.

BID/PROPOSAL GUARANTEE:

A bid bond is not a requirement of this solicitation request.

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 applicable to this solicitation.

USES:

Corrugated polyethylene pipe is intended for surface and subsurface drainage applications where soil or stabilized back fill material provides support to its flexible walls. Its major use will be to collect or convey drainage water by gravity flow, such as culverts, storm drains, etc.

MATERIALS:

- A) Basic Material: Pipes shall be made of virgin PE compounds which conform with the requirements of Type III or IV, Category "3", "4", or "5"; Grade P33, Class C; or P34, Class C as defined and described in ASTM D 1248.
- B) Reworked Material: Clean reworked material generated from the manufacturer's own production may be used by the manufacturer provided that the pipe produced meets all requirements of this specification.

REQUIREMENTS:

- A) The Corrugated Polyethylene Pipe shall be the type that has a smooth inside surface. It shall conform to AASHTO M294, Type S.
- B) The pipe shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely and cleanly so as not to adversely affect joining or connecting.
- C) Visible defects such as cracks, creases, unpigmented or nonuniformly pigmented pipe are not permissible.
- D) Pipe Dimensions: The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Nominal diameters will be 12", 15", 18", 24", 30", 36", 42", & 48". The length will be 20 foot joints.

**SPECIAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

requested products or materials from another supply source due to the inability of the contracted vendor to maintain the requested quantities, the contracted vendor shall be required to reimburse the County for the difference in price including all freight and delivery costs. The County reserves the right to cancel any orders, or part thereof, without obligation or penalty if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the County.

POINTS OF DELIVERY:

Delivery shall be made to the three (3) Galveston County Road and Drainage locations listed:

Location 1 -	7 th & Broadway Port Bolivar, Texas 77650
Location 2 -	11730 Highway 6 Santa Fe, Texas 77510
Location 3 -	3111 Nichols Dickinson, Texas 77539

There should be no restrictions on quantity ordered, and a sufficient supply should be kept available as to insure prompt delivery. Galveston County anticipates expenditures to exceed \$20,000.00 per year. However, the County does not guarantee any minimum amounts, and will pay only for items actually ordered and delivered.

ORDERING AND PAYMENT:

- A) Pipe shall be ordered by the 20' joint of the desired diameter.
- B) Payment on pipe will be made on liner feet delivered to the above locations.
**Galveston County is tax exempt and therefore no taxes, license fees, etc. shall be added to bid prices.
Galveston County reserves the right to order more or less of this product.**

COST ADJUSTMENTS:

Prices quoted shall be firm for the initial contract term and each renewal 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 following provisions:

- Any requests for price increases due to extenuating circumstances 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.
- Costs for any extension terms shall be subject to a consideration of an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the last yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics,

U.S. Dep't. of Labor, and shall not exceed five percent (5%).

BID #: B142021
OPEN: 10/02/2014
TIME: 2:00 P.M.

SPECIAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

- The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.
- Any requested adjustment shall be fully documented and submitted to the County at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

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 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.

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.

AGENDA ITEM #27.



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

November 4, 2016

Honorable County Judge
And Commissioners Court
County Courthouse
Galveston, Texas

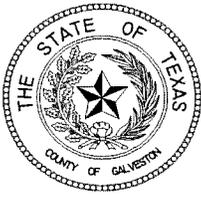
Re: Vehicles and Equipment – Bayou Vista Police Department

Gentlemen:

Based on the approved action I am requesting that the Court approve the sale of the (2) two vehicles and the equipment to Bayou Vista Police Department for \$1.00/each.

Sincerely,

David M. Delac
CFO



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

November 2, 2016

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

Re: Request to Sell Surplus Vehicles and Equipment – Bayou Vista Police Department

Gentlemen,

It is requested that the Commissioners' Court grant authorization to sell the following surplus vehicles and equipment to the Bayou Vista Police Department under the statute referenced in the Texas Local Government Code, Section 263.152, Disposition, item (a), sub-item (1) "*periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;*

- **8 Laptop Vehicle Mounts**
- **3 Laptop Stands**
- **2 Vehicle Push Bumpers**
- **4 Vehicle Cages**
- **3 Rolling Office Chairs**
- **1 Folder Organizer**
- **2007 Ford Explorer - VIN#1FMEU7387UB07885**
- **2009 Ford Expedition - XLT 4x4 VIN#1FMFU16559LA14006**

It is further requested that the Commissioners' Court determine the pricing to reflect on the invoice to be forwarded to the requesting agency. The approximate values are reflected on the attached pages.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder".

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Nolan, Edward
Sent: Monday, October 31, 2016 8:11 PM
To: Dickey, Tammy
Subject: Agenda request for 11/08/2016: Bayou Vista property donation request
Attachments: Donation Letter for property.docx

Good afternoon,

Bayou Vista has provided a request for a donation of surplus properties, or, if that is not possible, for them to be supplied at a nominal cost. The request letter has been attached, and the items listed below would serve to supplement Bayou Vista's police force:

Count	Description	Notes
8	Laptop vehicle mounts	No longer used at Galveston County
3	Laptop stands	To work in conjunction with laptop vehicle mounts
2	Vehicle push bumpers	
4	Vehicle cages	Protecting driver and front seat from those in back
3	Rolling office chairs	Surplus, blue green, gray
1	Folder organizer	Surplus

Please let me know if there are any questions or problems with this request, and thank you!

Jim Nolan
Purchasing Asset Coordinator
Wk: (409) 770-5417
Fax: (409) 621-7991



Bayou Vista Police Department

Chief Larry M. Whittington, Sr.
2929 Highway 6
Bayou Vista, TX. 77653

Jim Nolan
Galveston County Purchasing Asset Coordinator
722 Moody
Galveston TX. 77550

Dear Sir,

I would like to request the following items of property that have been submitted to Commissioners Court as Surplus be donated to the City of Bayou Vista, specifically the Bayou Vista Police Department. Our department services the City of Bayou Vista and through our Mutual Aid agreement with Galveston County assists the Sheriff's Office on numerous calls for service on the east end of Hwy 6 and IH 45. This property will assist us in outfitting our patrol units with the proper computer stands and much needed cages to protect our officers from detainees. Any consideration is greatly appreciated by our citizens and this department. Thank you and the Commissioners Court in advance for your consideration in this matter.

Count	Description	Notes
8	Laptop vehicle mounts	No longer used at Galveston County
3	Laptop stands	To work in conjunction with laptop vehicle mounts
2	Vehicle push bumpers	
4	Vehicle cages	Protecting driver and front seat from those in back
3	Rolling office chairs	Surplus, blue green, gray
1	Folder organizer	Surplus

Respectfully,

Jimmie Gillane

Patrol Commander

Bayou Vista Police Department

**Galveston County
Fleet Management**



**Fleet Director
John Fesler**

Direct 281.309.5074

5115 HWY 3, Dickinson, Texas 77539

Main 281.309.5055 Fax 409.621.7984

TO: Rufus Crowder

FROM: John Fesler

DATE: 10-31-16

RE: Surplus Vehicles

Bayou Vista Police Department recently showed interest in acquiring two of our surplus vehicles. Jimmie Gillane, Patrol Commander and Larry Whittington Sr., Police Chief, visited me and asked if we would consider donating these vehicles to their department. The two vehicles in question have been approved by Commissioners Court to be disposed of. I would recommend this issue be brought to Commissioners Court to be approved on the premise that Bayou Vista is in need of these vehicles for the Police Department and they have sent a letter of request that I have included in this correspondence.

Sincerely,

A handwritten signature in black ink that reads "John Fesler".

John Fesler



Bayou Vista Police Department

Chief Larry M. Whittington, Sr.
2929 Highway 6
Bayou Vista, TX. 77653

John Fesler
Galveston County Fleet Director
722 Moody
Galveston TX. 77550

Dear Sir,

I would like to request the following vehicles that have been submitted to Commissioners Court as Surplus be donated to the City of Bayou Vista, specifically the Bayou Vista Police Department. Our department services the City of Bayou Vista and through our Mutual Aid agreement with Galveston County assists the Sheriff's Office on numerous calls for service on the east end of Hwy 6 and IH 45. In the recent past one of our officer's had to use his patrol vehicle to stop a wrong way driver on the freeway. This event placed our department in a vehicle shortage for several months while the wrecked unit was being repaired. Bayou Vista is a small community and does not have the resources to buy additional police units at this time. Any consideration is greatly appreciated by our citizens and this department. Thank you and the Commissioners Court in advance for your consideration in this matter.

FAID	UNIT	VIN	YEAR	MAKE	MODEL
29335	C3710	1FMEU73837UB07885	2007	FORD	EXPLORER
30159	C3901	1FMFU16559LA14006	2009	FORD	EXPEDITION XLT 4X4

Respectfully,

Jimmie Gillane
Patrol Commander
Bayou Vista Police Department



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 9/6/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] John Fesler 172111, Fleet Management
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 29335 Description: 2007 FORD EXPLORER XLT 4X4

Unit # C3710 Serial/VIN: 1FMEU73837UB07885 Mileage: 147765

Reason for Disposal: To be removed from Fleet, age, condition not to Fleet standards

Has this vehicle ever been in a wreck? Yes No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? Yes No If No, please explain:

Is there a spare tire? Yes No Is the full jack present? Yes No

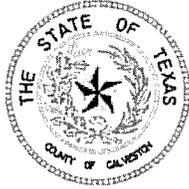
Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

9/19/2016
Date Form Processed

PURCHASING DEPARTMENT USE ONLY

[Signature]
Fixed Asset Property Manager



ASSET DISPOSAL REPORT

DATE: _____

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 FLEET, JOHN FESLOR [Signature]
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Auction
Theft
Destroyed by
Trade-In
Donated (checked) Agency receiving donation: BAYOU VISTA PD

Disposal of: 29335 FAID No.

Reason for disposal: UNIT C3710 DONATION

Serial No./VIN #: 1FMEU73837UB07885

From: 172111 FLEET Location: BAYOU VISTA PD
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 9/6/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] John Fesler 172111, Fleet Management
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 30159 Description: 2009 FORD EXPEDITION XLT 4X4

Unit # C3901 Serial/VIN: 1FMPU16559LA14006 Mileage: 125053

Reason for Disposal: To be removed from Fleet, age, condition not to Fleet standards

Has this vehicle ever been in a wreck? Yes No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? Yes No If No, please explain:

Is there a spare tire? Yes No Is the full jack present? Yes No

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/19/2016
Date Form Processed

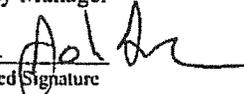
[Signature]
Fixed Asset Property Manager



ASSET DISPOSAL REPORT

DATE _____

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 17211 FLEET JOHN FESLER 
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Auction _____
Date
- Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date
- Destroyed by
 Natural Disaster _____
Date
 Traffic Accident _____
Date
- Trade-In _____
Date
- Donated _____ Agency receiving donation: BAYOU VISTA PD
Date

Disposal of: 30159
FAID No.

Reason for disposal: UNIT(390) DONATION

Serial No./VIN #: 1FMFU 165592A14006

From: 17211 FLEET Location: BAYOU VISTA PD
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

Dickey, Tammy

From: Nolan, Edward
Sent: Tuesday, November 01, 2016 3:37 PM
To: Crowder, Rufus; Dickey, Tammy
Subject: FW: Bayou Vista Vehicle Request
Attachments: Bayou Vista Request.pdf; 2007 Ford Explorer XLT Sport Utility 4D Trade In Values - Kelley Blue Book.pdf; 2009 Ford Expedition XLT Sport Utility 4D Trade In Values - Kelley Blue Book.pdf

In case it comes up – the approximate valuations for the two vehicles are:

30159 – Unit 3901 - 2009 Ford Expedition XLT 4x4 – 125053 - **\$6,548**

29335 – Unit C3710 – 2007 Ford Explorer XLT 4X4 – 147765 - **\$2,865**

The Kelley Blue Book estimates have been attached.

Please let me know if there's something else?

Thanks!

Jim Nolan
Wk: (409) 770-5417

From: Fesler, John
Sent: Tuesday, November 01, 2016 10:52 AM
To: Crowder, Rufus; Nolan, Edward
Cc: Delac, David; Ziesemer, Wendy
Subject: Bayou Vista Vehicle Request

Rufus,

I have attached my letter, Bayou Vista's letter, the pre-auction disclosure forms, and asset disposal reports for the two vehicles that Bayou Vista would like to acquire from us. Let me know if you need anything else.

Thanks,

John Fesler
Fleet Director
Galveston County
Professional Services
Office 281-309-5074
Mobile 409-370-5873





Advertisement



2007 Ford Explorer

Style: XLT Sport Utility 4D

Edit Options Check Specs Print Report

Mileage: 147765 Change

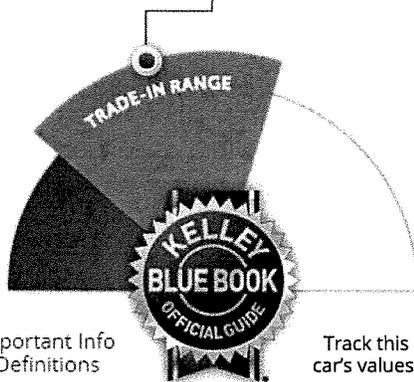
Discover the bold new design of the 2017 GMC Acadia Denali. >

Advertisement

Your Blue Book® Value

- Trade In to a Dealer
- Get an Instant Cash Offer
- Sell to a Private Party

Trade-in Range
\$2,329 - \$3,400
 Trade-in Value
\$2,865



Important Info & Definitions

Track this car's values

Info valid for your area through 11/03/2016

Write a review on your 2007 Ford

Value based on:

Fair	Good	Very Good	Excellent
------	------	-----------	-----------

Instant Cash Offer

Find Participating Dealers ready to buy your car - today!

Get your offer



Advertisement

LOOK INSIDE



New Cars You Might Like

Advertisement

- 2017 Dodge Journey
- 2016 Jeep Wrangler
- 2017 Chevrolet Traverse

Sellers Tools

Get an Instant Cash Offer

Local dealers are ready to buy your current car

See Local Prices

(5 Explorer Listings Found)

Give Buyers Confidence

Show them a clean Autocheck vehicle history report

Sell Your Current Car

Reach millions on KBB.com & Autotrader.com

Refinance Your Car

See if you can lower your monthly payment with rates from 2.24%* APR with AutoPay.

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New Car Price Quote

3 Easy Steps!
Step 1: Select a vehicle
Step 2: Find a dealer
Step 3: Get free quotes

Ford Explorer

ZIP Code: 77550 **Start**

Advertisement

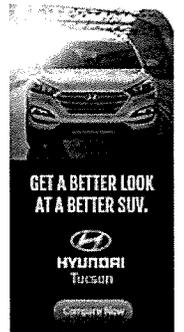
Popular on KBB.com



10 Best SUVs Under \$25,000



10 Coolest Cars Under \$18,000



Advertisement

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Advertisement



2009 Ford Expedition

Style: XLT Sport Utility 4D

Edit Options Check Specs Print Report

Mileage: 125053 Change



Have you seen the 2017 model?

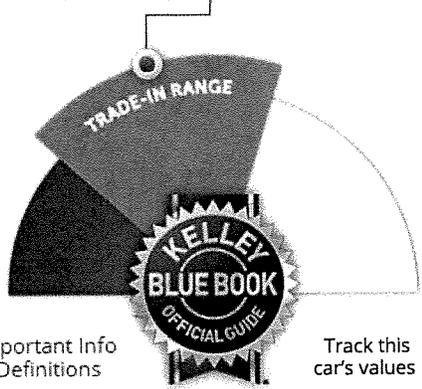
Go

Your Blue Book® Value

- Trade In to a Dealer
- Get an Instant Cash Offer
- Sell to a Private Party

Trade-in Range
\$5,955 - \$7,140

Trade-in Value
\$6,548



Important Info & Definitions

Track this car's values

Info valid for your area through 11/03/2016

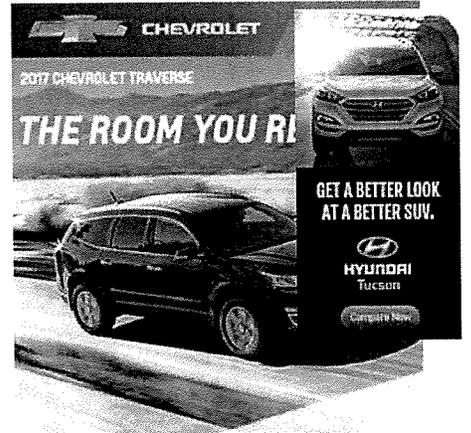
Write a review on your 2009 Ford

Value based on:			
Fair	Good	Very Good	Excellent

Instant Cash Offer

Find Participating Dealers ready to buy your car - today!

Get your offer



LOOK INSIDE



Advertisement

New Cars You Might Like



2017 Chevrolet Tahoe



2016 GMC Yukon



2016 Chevrolet Suburban



Advertisement

Sellers Tools

Get an Instant Cash Offer

Local dealers are ready to buy your current car

See Local Prices

(2 Expedition Listings Found)

Give Buyers Confidence

Show them a clean Autocheck vehicle history report

Sell Your Current Car

Reach millions on KBB.com & Autotrader.com

Refinance Your Car

See if you can lower your monthly payment with rates from 2.24%* APR with AutoPay.

Advertisement



New Car Price Quote

3 Easy Steps!

Step 1: Select a vehicle

Step 2: Find a dealer

Step 3: Get free quotes

Ford Expedition

ZIP Code: 77550

Start

Popular on KBB.com



10 Best SUVs Under \$25,000



10 Coolest Cars Under \$18,000

Research complete – GovDeals estimates based on vehicles of same year/make/model and similar quality sold over the past 365 days:

30159 – Unit 3901 - 2009 Ford Expedition XLT 4x4 – 125,053 miles

Kelley Blue Book estimated value- \$6,548

GovDeals -- appears to be values between \$14,525.00 to \$4,850.00 for vehicles in similar condition, but the it is much more likely that we would get a price in the mid to low \$6000s. (Please see attached *Donated Vehicle GovDeals evaluations.xlsx*)

29335 – Unit C3710 – 2007 Ford Explorer XLT 4X4 – 147,765 miles

Kelley Blue Book estimated value - \$2,865

GovDeals -- appears to be values between \$9151.00 to \$4301.00 for vehicles in similar condition, and it is very possible for us to sell the vehicle for something in the low \$6000s. (Please see attached *Donated Vehicle GovDeals evaluations.xlsx*)

Please let me know if these evaluations are sufficient?

Thanks!

Jim Nolan
Wk: (409) 770-5417

AGENDA ITEM #28.



THE 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

November 2, 2016

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

Re: Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted and efforts to transfer them to other departments are exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachment

Dickey, Tammy

From: Nolan, Edward
Sent: Wednesday, November 02, 2016 2:08 PM
To: Dickey, Tammy
Subject: Agenda request for 11/08/2016: disposal of surplus and scrap property from Jail Kitchen
Attachments: Sheriff Corrections Kitchen Surplus-Scrap.pdf

Good afternoon,

Also, please place the following property on the next commissioners court for authorization for proper disposal:

Qty	Item Description	Notes
1	Dishwasher	Transformers & relays removed, drive motor bad: Recommend salvage – scrap metal
1	Kettle	Water jacket has a hole – missing knob for drain
1	Mixer	Gears are broken / messed up – bowl and beaters retained for county use
6	Silver tray carts	2 units are missing wheels
1	Food serving cart	Serving dish holder with room for warmers in body of cart; missing 1 wheel
2	Food warmers	Wire racks present for only 1 unit; condition unknown, thermostat knob broken from both

Please see attached *Sheriff Corrections Kitchen Surplus-Scrap.pdf*

Jim Nolan
Purchasing Asset Coordinator
Wk: (409) 770-5417
Fax: (409) 621-7991



PROPERTY DISPOSAL REPORT

DATE: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Corrections Sgt Leslie Waycott
Department No. & Name, Department Asset Custodian Authorized Signature

Handwritten signature of Sgt Leslie Waycott

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Auction
Theft
Destroyed by
Trade-In
Donated

Disposal of: Dishwasher
FAID No. & Description

Reason for disposal: Broken, has been replaced

Serial No./VIN #:

From: 211133, Corrections Location: 5700 Avenue H, Galveston
Department No. & Name Building, Floor, Suite, or Room No.

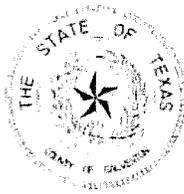
Comments:

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PURCHASING DEPARTMENT USE ONLY

11/2/2016
Date Form Processed

Handwritten signature
Fixed Asset Property Manager



GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Sgt Leske Waycott 211133, Corrections
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: Dishwasher

Make: Champion Model: N/A / cannot determine

Serial/VIN: N/A - cannot determine Year: Color: Silver

Description of Use:

Reason for Disposal: Broken, has been replaced

Is this item currently in sound working condition? Yes x No

If no, please describe and list all defects.

mostly cannibalized - missing transformer & relays, bad drive motor

Other:

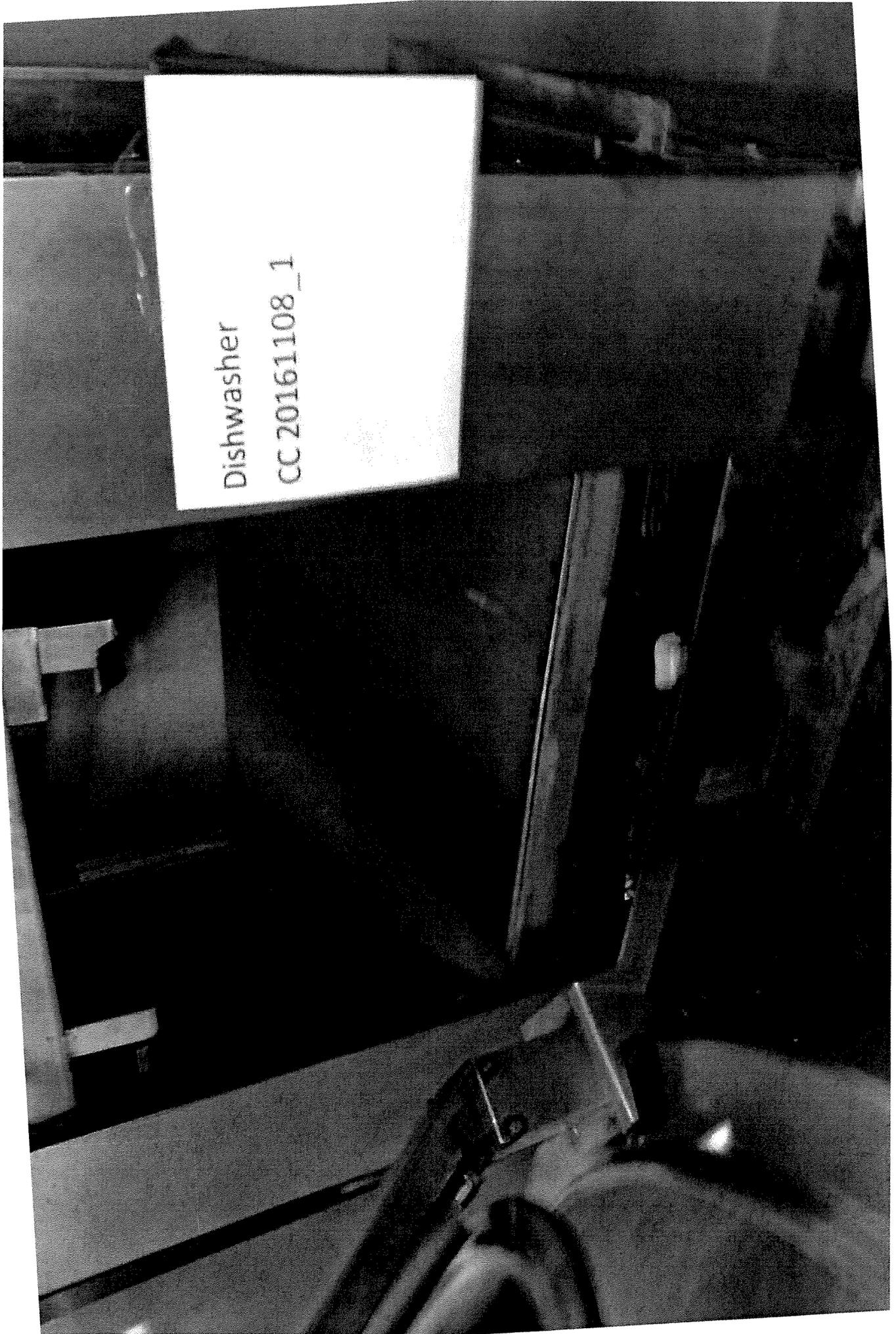
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PURCHASING DEPARTMENT USE ONLY

11/21/2016
Date Form Processed

[Signature]
Fixed Asset Property Manager

Dishwasher
CC 20161108_1





PROPERTY DISPOSAL REPORT

DATE: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Corrections Sgt Leslie Waycott

[Handwritten signature]

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Auction
Theft
Destroyed by
Trade-In
Donated

Disposal of: Food mixer

Reason for disposal: Broken, has been replaced

Serial No./VIN #:

From: 211133, Corrections Location: 5700 Avenue H, Galveston

Comments:

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11/2/2016
Date Form Processed

[Handwritten signature]
Fixed Asset Property Manager



GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Sgt. L. Waycott Sgt. Leslie Waycott 211133, Corrections
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: Mixer

Make: Hobart Model: M802

Serial/VIN: 31-1348-277 Year: Color: Gray

Description of Use: Large industrial food preparation device - Mixing food

Reason for Disposal: Broken, has been replaced

Is this item currently in sound working condition? Yes x No

If no, please describe and list all defects.

Messed up gears - No beaters or bowl

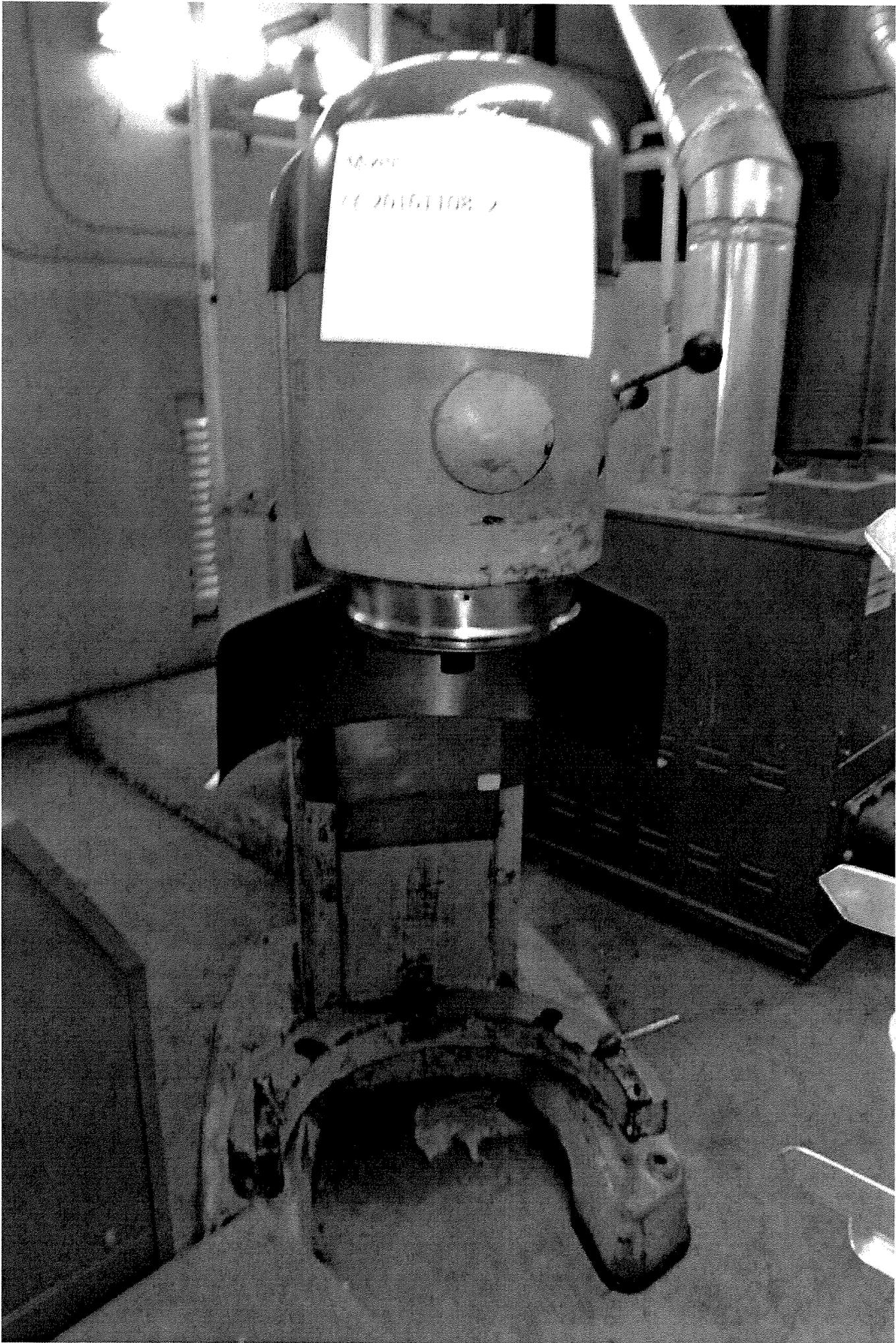
Other:

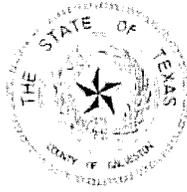
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11/2/2016
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Edward J. - [Signature]
Fixed Asset Property Manager





PROPERTY DISPOSAL REPORT

DATE: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Sgt Leske Waycott

[Handwritten signature]

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Options for disposal method: Auction, Theft, Destroyed by (Natural Disaster, Traffic Accident), Trade-In, Donated.

Disposal of: Kettle Pressure cooker

Reason for disposal: Broken, no longer needed

Serial No./VIN #: _____

From: 211133, Corrections Location: 5700 Avenue H, Galveston

Comments: _____

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11/2/2016 Date Form Processed

[Handwritten signature] Fixed Asset Property Manager



GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Sgt Leslie Wraycott 211133, Corrections
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: Kettle Pressure cooker

Make: Green/A Diner Co Model: FF-80

Serial/VIN: 77557 Year: Color: Silver

Description of Use: High temperature cooking

Reason for Disposal: Broken, No longer needed

Is this item currently in sound working condition? Yes x No

If no, please describe and list all defects. Hole in water jacket - water steams out, missing drain knob

Other:

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[Signature] Fixed Asset Property Manager

Champion

Do NOT
get this wet

Dishwasher
CC 20161108_1

Pressure Cooker
CC 20161108_6





PROPERTY DISPOSAL REPORT

DATE: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Sgt Leslie Waycott Sgt L Waycott

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Auction
Theft
Destroyed by
Trade-In
Donated

Disposal of: Serving Carts

Reason for disposal: Surplus, no longer needed

Serial No./VIN #:

From: 211133, Corrections Location: 5700 Avenue H, Galveston

Comments:

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Date Form Processed

Edward J. ...
Fixed Asset Property Manager



GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Sgt Leslie Waycott 211133, Corrections
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: Food serving carts

Make: Model:

Serial/VIN: Year: Color: Silver

Description of Use: Food serving, in-building transport

Reason for Disposal: No longer needed

Is this item currently in sound working condition? Yes No

If no, please describe and list all defects.

Missing wheel-

Other:

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11/2/2016 Date Form Processed
[Signature] Fixed Asset Property Manager



LAARI

CE-2013-10-16-4



PROPERTY DISPOSAL REPORT

DATE: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Corrections Sgt Leshe Waycott
Department No. & Name, Department Asset Custodian Authorized Signature

Sgt L. Waycott (handwritten signature)

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Auction
Theft
Destroyed by
Trade-In
Donated

Disposal of: (2) FOOD WARMERS
FAID No. & Description

Reason for disposal: NO LONGER NEEDED, SURPLUS

Serial No./VIN #: JAF-599723-090

From: 211133, Corrections Location: 5700 Avenue H, Galveston
Department No. & Name Building, Floor, Suite, or Room No.

Comments:

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(handwritten signature)
Fixed Asset Property Manager



GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Leslie Waycott 211133, Corrections
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: (2) FOOD WARMERS

Make: Crescor Model: H137PS0A12C

Serial/VIN: Year: Color: Silver

Description of Use: FOOD WARMERS

Reason for Disposal: No longer needed

Is this item currently in sound working condition? x Yes No

If no, please describe and list all defects.

Racks missing from warmer #3, No thermostat knob present on either warmer

Other:

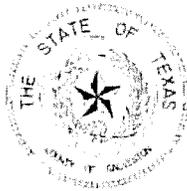
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11/2/2016
Date Form Processed

[Signature]
Fixed Asset Property Manager





PROPERTY DISPOSAL REPORT

DATE: 10/19/16

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Sgt Leslie Waycott [Signature]

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Auction, Theft, Destroyed by (Natural Disaster, Traffic Accident), Trade-In, Donated

Disposal of: (6) SILVER CARTS
FAID No. & Description

Reason for disposal: SURPLUS, NO LONGER NEEDED

Serial No./VIN #:

From: 211133, Corrections Location: 5700 Avenue H, Galveston
Department No. & Name Building, Floor, Suite, or Room No

Comments:

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11/2/2016
Date Form Processed

[Signature]
Fixed Asset Property Manager



GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 10/19/16

To: Purchasing Department, Attention: Fixed-Asset Property Manager

From: [Signature] Authorized Signature Sgt Leslie Waycott Print Name 21133, Corrections Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$ _____

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: (6) SILVER CARTS

Make: New Age Model: 051110

Serial/VIN: N/A Year: _____ Color: Silver

Description of Use: SERVING / HOLDING FOOD & TRAYS

Reason for Disposal: No longer needed

Is this item currently in sound working condition? Yes No

If no, please describe and list all defects.

Missing wheels

Other: _____

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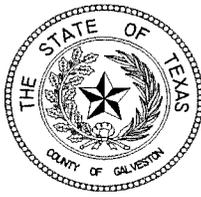
PURCHASING DEPARTMENT USE ONLY

11/21/2016
Date Form Processed

[Signature]
Fixed Asset Property Manager



AGENDA ITEM #29.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

November 2, 2016

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

**Re: Request to Utilize Cooperative Purchasing Program
Road & Bridge Department Equipment – FY2017 Budget**

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 equipment approved in the FY2017 budget for the Road & Bridge Department:

- **One (1) Beach Tractor**
- **One (1) Vertical Emulsion Storage Tank**

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Rufus Crowder, CPPO CPPB
Assistant Purchasing Agent
County of Galveston



The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director

Office 281-534-5152

Date: October 24, 2016
To: Rufus Crowder
Purchasing Agent
From: Lee Crowder
Road and Bridge Director *LC*

Re: **Beach Tractor for the Road & Bridge Department**

This is a request to purchase a beach tractor from Doggett Heavy Machinery Services utilizing the Buy Board Contract TASB# 424-13. The quote for \$104,303.00 is attached. This includes a John Deere 210L MFWD enclosed cab tractor loader. Only three manufactures of this class tractor are in production in 2017, and of the three only two have dealer representation in Southeast Texas, Case and John Deere. The department currently operates one of each model available. The John Deere 210L best meets the needs of the department due to the horsepower, loader capacity, and ability to accept a wide range of implements currently owned by the department.

This equipment was approved in the FY17 budget for \$104,700.00 account 1204544042-5742000.

Your consideration would be appreciated.



The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance

Lee Crowder, Director Road and Bridge

Office 281-534-5152

October 24, 2016

To: Rufus Crowder, Purchasing Agent

From: Lee Crowder, Director of Road & Bridge

Re: **Cooperative Purchase of Vertical Emulsion Storage Tank – FY17**

I am requesting BuyBoard Cooperative Purchasing for the vertical emulsion storage tank approved in the FY17 budget (312120-5746010). Delivery date will be approximately 45 days from the day the PO is issued.

The emulsion tank is old and very near the end of its serviceable life. The tank was scheduled to be replaced during the construction of the new Crystal Beach Road and Bridge Facility (2015), but was cut from the project due to budgetary restraints. The purchase of a new tank is needed before the old tank is tagged out of service and the department incurs emergency rental or repair expenditures.

I am attaching a quote from RB Everett for your review. If you approve, please place this capital purchase on the November 8, 2016 agenda for Commissioners' Court approval.

Thank you.

6000 Gallon Emulsion Storage Tank

SPECIFICATIONS

- 6,000 gallon tank manufactured of 1/4" carbon steel oriented to be mounted vertically.
- Tank to be insulated with 3" thick foil backed foam, and then covered with aluminum sheeting for weather protection and secondary containment. Bottom of tank to be flat with 1 inch slope away from the 24" manhole for easy clean out. Tank shall include a 24" insulated manway in the side of the tank at the bottom to provide access into the tank if necessary.
- Tank is attached to a steel support stand, which is included, that places the tank loading valves at the proper height (5'5" for trailer unit or 8' for truck mounted unit) above the concrete pad) for gravity flow loading of the equipment.
- Access ladder which gives easy access to the top of the tank. Top of tank is fitted with an inspection door. Ladder must be caged for safety and tank will have safety railing around the top.
- Tank to be equipped with 6-1000 watt 240 volt single phase heater blankets, which will be controlled by an adjustable thermostat that is accessible from ground level. All electrical components are compatible for indoor or outdoor service. Tank shall have a removable panel that is insulated to allow easy access to service the heater blankets.
- Tank is equipped with two 3" ball valves for loading and unloading the tank. These Valves are wrapped with 240 volt heat tape and then insulated to aid in cold weather operations. Insulation on the valves shall be silicon design and made to fit the valves. They will be held on by buckles and are easily removable for servicing the valves if necessary. Valve insulation using wool type insulation, covered with aluminum sheeting and held on with hose clamps will not be accepted. Valves also have provision to accept a padlock for added security. Shall also include a 3" insulated ball valve in the bottom of the tank on the low side of the slope to aid in cleanout.
- Tank to include a 7' long 3" diameter heavy duty rubber loader hose fitted on one end with a quick coupler which mates to the loading /un-loading valves, and the other end to be fitted with a steel 90 degree elbow fitting.
- Tank includes a top mounted mechanical paddle type agitation system, which is automatically controlled by a programmable agitation timer, which is included in this proposal. Timer will be pre-programmed at the factory. The agitator speed shall not exceed 6 rpm's to avoid whipping the emulsion and causing separation. Agitator drive shall be greasable from ground level. No tank that personnel have to climb to the top of the tank to grease will be accepted.
- Tank includes a material quantity gauge, easily viewed from ground level, calibrated in

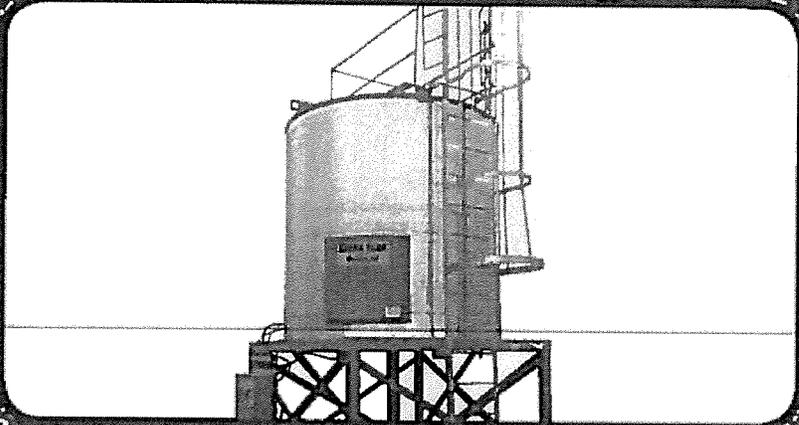
- 100 gallon increments
- Tank and its components to have a one year warranty; excluding the concrete pad, incoming electrical service installation, and components which are supplied by independent contractors hired by the user agency (customer).
 - Seller to provide a factory trained representative to assist in the installation and final operational preparations to ready the tank for operation. This representative will also provide complete operation and maintenance training to the customer.
 - Foundation preparation, installation and wiring of the asphalt emulsion storage tank is not included and would be the responsibility of the customer. Any requirements necessary to meet ADEM or EPA regulations would also be the responsibility of the customer.

ITEMS TO BE SUPPLIED BY THE CUSTOMER FOR TANK INSTALLATION

- # **Concrete pad as per the following specifications:**
Pad to be 12' square, 10" thick concrete, reinforced with 1/2" rebar on 1' centers.
Four lag plates are to be installed in the concrete pad at the time of the pouring and shall be 1/2" thick steel and 14 inches square. A complete foundation description, including diagram is included on an attached page.
- # **Mobile crane or other lifting device** This lifting device will be needed to lift the tank and its stand off of the delivery trailer, move the tank into position over the pre-prepared concrete mounting pad, and finally lower the tank and stand into position on that pad.
- # **A welding machine and welder** to weld the tank stand mounting legs to the weld flanges which have been installed into the concrete stand.
- # **An electrical service line or cable** to be installed and run to the tank pad site capable of delivering 100 amps at 240 volts. This service line must meet all local codes and standards. This service line will be connected to the tank, at the appropriate time, by a qualified electrician.

DURA PATCHER STATIONARY TANKS

- Efficient Blanket Heating
- Robust Design
- Timed Paddle Agitator
- Simple & Safe Operation



Become self-sufficient in your patching and chip seal programs by installing a stationary emulsion storage tank. Convenient access to properly heated emulsion is critical to streamline the short patching and chip seal season. On-demand supply of emulsion keeps crews out working and not driving to the emulsion plant. DuraTanks are available in capacities from 3,000 to 10,000 gallons.

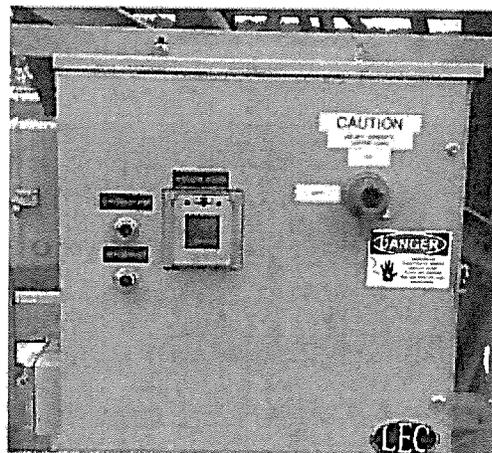
Efficient blanket heating- The DuraTank from DuraPatcher utilizes 1,000 watt electric blankets for even trouble free heating. Blanket heating is superior to probe heating because it eliminates material build up issues and allows the tank to be preheated prior to filling. 240VAC single phase power minimizes power consumption and makes for an easy hook up.

Robust design- All Duratanks are constructed using ¼ inch carbon steel for long life and durability. 3 inches of foil backed insulation keeps the heat inside and minimizes operating costs. The aluminum outer skin provides resistance to the elements and protects your investment for years to come.

Agitator and Control System- The DuraTank digital control system makes programming and operation quick and easy. The specially designed agitator provides just the right amount of agitation and minimizes over mixing. The Timer allows the operator the flexibility to choose the time and days for agitation. The standard Material Tank gauge is easy to read from ground level and is calibrated in 100 gallon increments.

Safety and Accessibility- All DuraTanks include a ladder and heavy duty manway and rail system. Maintenance greasing, loading and unloading processes are all performed from ground level. DuraTanks also include a 24" inspection door at the top for access to tank. The standard 5ft 5 inch height stand allows for day to day loading of your patcher without a pump system. For truck mounted loading an optional 8 ft stand is available.

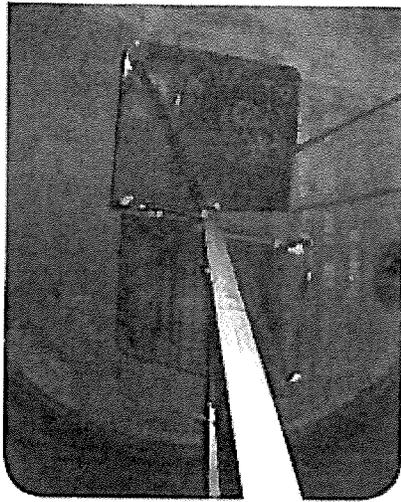
Loading and unloading system- DuraTanks are designed for gravity use and simple day to day operation. The standard 3 inch ball valves are heated and insulated to provide plug free loading. The 7 ft loading hose with quick couplers gets the product out quickly and efficiently. An optional pumping system is available for custom applications.



866-607-2824

PAVEMENT MAINTENANCE GROUP
"Your Pavement Maintenance Specialists"

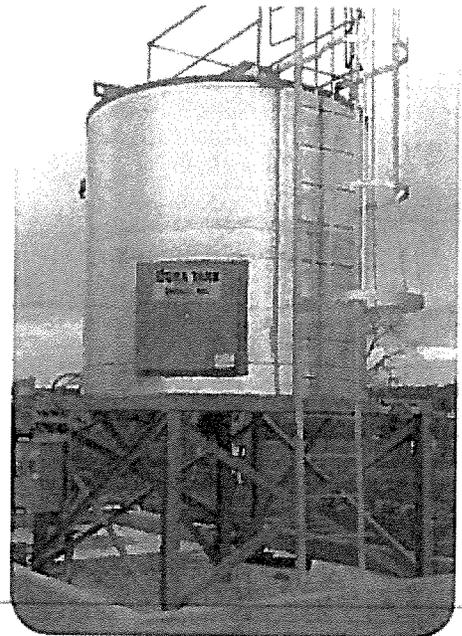
WWW.CPMG.INFO



Special Agitator



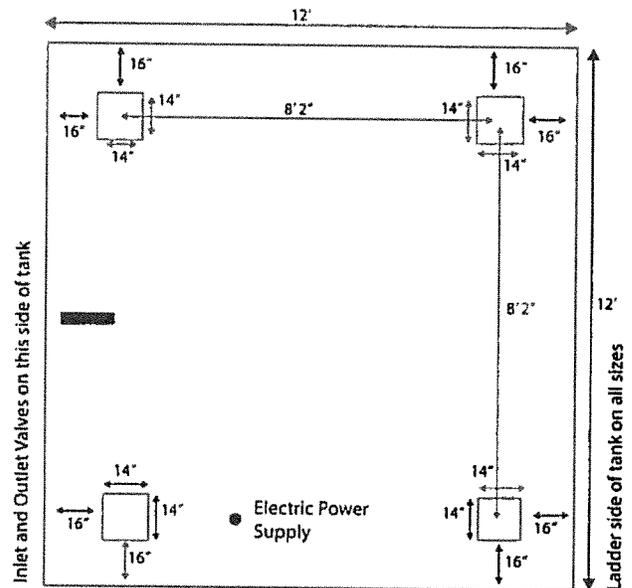
Optional 8 ft. Stand



Standard Ladder and Manway

SPECIFICATIONS

Emulsion Capacity (US gallons):	3,000 to 10,000
Heating Method: (240VAC Single Phase)	1,000 watt electric blankets (number varies based on size) (4 blankets)- 3,000 to 5,000 gallon models (6 blankets)- 6,000 to 8,000 gallon models (8 blankets)- 10,000 gallon model
Delivery System:	Gravity no pump standard, Pump system optional
Loading Hose:	3 in. x 8 ft. (quick couplers)
Tank Construction:	1/4 in. carbon steel
Insulation:	3 in. foil backed
Valves:	(2) 3 in. heated and insulated
Tank Cleanout Valve:	3 in. insulated in bottom of tank
Agitator:	Paddle type, 6 rpm or less, Timed
Inspection Hatch:	24 in. insulated. Ladder rail system & manway included
Support Stand Height:	5 ft. 5 in. (8 ft. option available)
Material Gauge:	Mechanical float type 100 gallon increments
Warranty:	One Year Limited



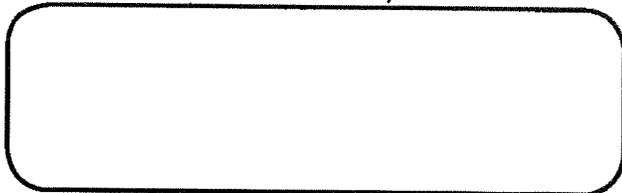
End user responsible for pad construction, tank unloading, and jobsite electrical.

Due to continuous improvement, specifications are subject to change without notice.

FULL PRODUCT LINE



Distributed By:



PAVEMENT MAINTENANCE GROUP
www.cpmg.info 866-607-2824

AGENDA ITEM #30.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

November 2, 2016

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

**Re: Request to Utilize Cooperative Purchasing Program
Parks & Cultural Services Department Equipment – FY2017 Budget**

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 equipment approved in the FY2017 budget for the Parks & Cultural Services Department:

- **Four (4) Diesel Mowers w/72 inch Decks (incl. extended warranties)**

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,


Rufus Crowder, CPPO CPPB
Assistant Purchasing Agent
County of Galveston

Dickey, Tammy

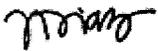
From: Diaz, Julie
Sent: Wednesday, November 02, 2016 2:03 PM
To: Crowder, Rufus
Cc: Dickey, Tammy; Lopez, Renelle
Subject: FW: Mowers PO
Attachments: Galveston County 997.pdf; County of Galveston - parks and senior services Scag EXT WARR.PDF; Kubota Mower Lansdowne- Moody Co.pdf

Rufus,

I tried to get a PO with the 3 quotes attached, but Dee said it would have to bid out due to cost.

We want to go with the Lansdowne Kubota Mower quote, as they are Buyboard, so instead of bidding, can you please put this on Court for approval to use a Buyboard vendor to purchase the mowers that were approved in the FY17 budget? It would be great if this could be on 11/8/16 Court, as I will be out of town on 11/22/16.

Thanks and let me know if you need anything else.



Julie Diaz, CPRP, CPO

Director

Galveston County Parks and Cultural Services

julie.diaz@co.galveston.tx.us

4102 Main Street (FM 519), La Marque, TX 77568 | ☎ 409-934-8114 | Fax: 409-621-7986

"We Offer Exceptional Life Experiences!"



www.galvestoncountytexas.gov

From: Diaz, Julie
Sent: Wednesday, November 2, 2016 12:12 PM
To: Lopez, Renelle
Cc: Simoneau, Robert; Whisenant, Steve
Subject: Mowers PO

Renelle,

Attached are the 3 quotes for mowers, plus extended warranties. The lowest is Kubota from Lansdowne Moody, so we will go with that quote.

Please start a requisition for the purchase of these 4 mowers – 1101522020 5742000. Court approved this in the FY17 Budget – 4 mowers, \$60,000.

Thank you,

Julie

Julie Diaz, CPRP, CPO

Director

Galveston County Parks and Cultural Services

julie.diaz@co.galveston.tx.us

4102 Main Street (FM 519), La Marque, TX 77568 | ☎ 409-934-8114 | Fax: 409-621-7986

“We Offer Exceptional Life Experiences!”



www.galvestoncountytexas.gov



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales, Inc.
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@BROOKSIDEUSA.COM

Quote Summary

Prepared For:

Galveston County Parks
TX

Delivering Dealer:

Brookside Equipment Sales, Inc.
Christopher Leija
2135 Gulf Freeway South
League City, TX 77573
Phone: 281-338-1300
leija.chris@brooksideusa.com

Quote ID: 14179854
Created On: 12 October 2016
Last Modified On: 02 November 2016
Expiration Date: 11 November 2016

Equipment Summary

JOHN DEERE Z997R DIESEL W 72
In. 7-GAUGE SIDE DISCHARGE
DECK

Selling Price **Qty** **Extended**
\$ 18,091.80 X 1 = \$ 18,091.80

New - Grace Period,
997

\$ 1,278.00 X 1 = \$ 1,278.00

, 48 Total Months or 1200 Total
Hours, U.S., \$0.00 Deductible,
Wed Nov 02 08:11:51 CDT 2016

Contract: TX Ground Maint TASB 447-14 (PG 67)

Price Effective Date: October 12, 2016

Sub Total

\$ 19,369.80

JOHN DEERE Z997R DIESEL W 72
In. 7-GAUGE SIDE DISCHARGE
DECK

\$ 18,091.80 X 1 = \$ 18,091.80

New - Grace Period,
997

\$ 1,278.00 X 1 = \$ 1,278.00

, 48 Total Months or 1200 Total
Hours, U.S., \$0.00 Deductible,
Wed Nov 02 08:12:13 CDT 2016

Contract: TX Ground Maint TASB 447-14 (PG 67)

Price Effective Date: October 12, 2016

Sub Total

\$ 19,369.80

JOHN DEERE Z997R DIESEL W 72
In. 7-GAUGE SIDE DISCHARGE
DECK

\$ 18,091.80 X 1 = \$ 18,091.80

Salesperson : X _____

Accepted By : X _____



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales, Inc.
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@BROOKSIDEUSA.COM

New - Grace Period, 997 , 48 Total Months or 1200 Total Hours, U.S., \$0.00 Deductible, Wed Nov 02 08:12:32 CDT 2016 Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: October 12, 2016	\$ 1,278.00 X	1	=	\$ 1,278.00
Sub Total				\$ 19,369.80
JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK New - Grace Period, 997 , 48 Total Months or 1200 Total Hours, U.S., \$0.00 Deductible, Wed Nov 02 08:12:50 CDT 2016 Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: October 12, 2016	\$ 18,091.80 X	1	=	\$ 18,091.80
	\$ 1,278.00 X	1	=	\$ 1,278.00
Sub Total				\$ 19,369.80
Equipment Total				\$ 77,479.20

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 77,479.20
Trade In	
SubTotal	\$ 77,479.20
Total	\$ 77,479.20
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 77,479.20

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 14179854 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales, Inc.
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@BROOKSIDEUSA.COM

JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK

Hours:

Stock Number:

Contract: TX Ground Maint TASB 447-14 (PG 67)

Selling Price *

Price Effective Date: October 12, 2016

\$ 18,091.80

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0911TC	Z997R Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	1	\$ 23,805.00	23.00	\$ 5,475.15	\$ 18,329.85	\$ 18,329.85

Standard Options - Per Unit

001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2009	Standard Seat	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Service Agreements

	PowerGard Protection	1	\$ 1,278.00			\$ 1,278.00	\$ 1,278.00
Service Agreements Total			\$ 1,278.00			\$ 1,278.00	\$ 1,278.00

Suggested Price

\$ 19,607.85

Additional Discounts

	Multi-unit Discount	1			\$ 238.05	\$ -238.05	\$ -238.05
Additional Discount Total					\$ 238.05	\$ -238.05	\$ -238.05

Total Selling Price	\$ 25,083.00	\$ 5,713.20	\$ 19,369.80	\$ 19,369.80
----------------------------	---------------------	--------------------	---------------------	---------------------

JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: TX Ground Maint TASB 447-14 (PG 67)

\$ 18,091.80

Price Effective Date: October 12, 2016

* Price per item - includes Fees and Non-contract items



JOHN DEERE

Selling Equipment

Quote Id: 14179854 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

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Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
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2009	Standard Seat	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Service Agreements							
	PowerGard Protection	1	\$ 1,278.00			\$ 1,278.00	\$ 1,278.00
Service Agreements Total			\$ 1,278.00			\$ 1,278.00	\$ 1,278.00
Suggested Price							\$ 19,607.85
Additional Discounts							
	Multi-unit Discount	1			\$ 238.05	\$ -238.05	\$ -238.05
Additional Discount Total					\$ 238.05	\$ -238.05	\$ -238.05
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JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: TX Ground Maint TASB 447-14 (PG 67)

\$ 18,091.80

Price Effective Date: October 12, 2016

* Price per item - includes Fees and Non-contract items

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Standard Options - Per Unit



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Selling Equipment

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Brookside Equipment Sales, Inc.
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@BROOKSIDEUSA.COM

001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2009	Standard Seat	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Service Agreements							
	PowerGard Protection	1	\$ 1,278.00			\$ 1,278.00	\$ 1,278.00
Service Agreements Total			\$ 1,278.00			\$ 1,278.00	\$ 1,278.00
Suggested Price							\$ 19,607.85
Additional Discounts							
	Multi-unit Discount	1			\$ 238.05	\$ -238.05	\$ -238.05
Additional Discount Total					\$ 238.05	\$ -238.05	\$ -238.05
Total Selling Price			\$ 25,083.00		\$ 5,713.20	\$ 19,369.80	\$ 19,369.80

JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: TX Ground Maint TASB 447-14 (PG 67)

\$ 18,091.80

Price Effective Date: October 12, 2016

* Price per item - includes Fees and Non-contract items

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Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Service Agreements							
	PowerGard Protection	1	\$ 1,278.00			\$ 1,278.00	\$ 1,278.00
Service Agreements Total			\$ 1,278.00			\$ 1,278.00	\$ 1,278.00



JOHN DEERE

Selling Equipment

Quote Id: 14179854 Customer Name:

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2000 John Deere Run
Cary, NC 27513
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Brookside Equipment Sales, Inc.
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@BROOKSIDEUSA.COM

Suggested Price		\$ 19,607.85		
		Additional Discounts		
Multi-unit Discount	1	\$ 238.05	\$ -238.05	\$ -238.05
Additional Discount Total		\$ 238.05	\$ -238.05	\$ -238.05
Total Selling Price		\$ 25,083.00	\$ 5,713.20	\$ 19,369.80
			\$ 19,369.80	\$ 19,369.80



JOHN DEERE

CUSTOMER SERVICE PLANS

Extended Warranty Proposal

JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK					
Date : November 2, 2016					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	New - Grace Period	Deductible	\$ 0.00
Equipment Type	LARGE FRAME MID-Z	Coverage	Comprehensive		\$ 1,278.00
Model	LARGE FRAME MID-Z	Total Months	48	Powergard List Price	
Country	US	Total Hours	1200	Date Quoted	
Scraper/Const. Use	N/A				

GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased upto the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. 'Limited' Plan coverage = Engine & Powertrain only. 'Comprehensive' Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for: I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK					
Date : November 2, 2016					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	New - Grace Period	Deductible	\$ 0.00
Equipment Type	LARGE FRAME MID-Z	Coverage	Comprehensive		\$ 1,278.00
Model	LARGE FRAME MID-Z	Total Months	48	Powergard List Price	
Country	US	Total Hours	1200	Date Quoted	
Scraper/Const. Use	N/A				

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JOHN DEERE
CUSTOMER SERVICE PLANS

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

- I ACCEPT the PowerGard Protection
 I DECLINE the PowerGard Protection

Customer Signature

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JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK

Date : November 2, 2016

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	New - Grace Period	Deductible	\$ 0.00
Equipment Type	LARGE FRAME MID-Z	Coverage	Comprehensive		\$ 1,278.00
Model	LARGE FRAME MID-Z	Total Months	48	Powergard List Price	
Country	US	Total Hours	1200	Date Quoted	
Scraper/Const. Use	N/A				

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PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

- I ACCEPT the PowerGard Protection
 I DECLINE the PowerGard Protection

Customer Signature

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Note : This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.



JOHN DEERE

CUSTOMER SERVICE PLANS

JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK

Date : November 2, 2016

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	New - Grace Period	Deductible	\$ 0.00
Equipment Type	LARGE FRAME MID-Z	Coverage	Comprehensive		\$ 1,278.00
Model	LARGE FRAME MID-Z	Total Months	48	Powergard List Price	
Country	US	Total Hours	1200	Date Quoted	
Scraper/Const. Use	N/A				

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PowerGard Protection Proposal Prepared for: I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an extended warranty program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- PowerGard protection include the following features and benefits under the program :
- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

AGENDA ITEM #31.



THE COUNTY OF GALVESTON

RUFUS G. 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

November 2, 2016

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

Re: City of Hitchcock – Request to Purchase Gradall Truck-Mounted Excavator

Gentlemen,

The City of Hitchcock has expressed an interest in purchasing the following equipment:

- **One (1) Gradall Truck-Mounted Excavator
FAID 27135, County Unit #501, S/N 4100112**

The City of Hitchcock has offered to purchase this equipment at a price of \$15,500.00.

Your consideration in this matter will be greatly appreciated.

Sincerely,

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

Dickey, Tammy

From: Nolan, Edward
Sent: Tuesday, November 01, 2016 7:29 PM
To: Dickey, Tammy
Subject: Agenda request for 11/08/2016: Request of direct sale of Gradall excavator, unit #501 to City Hitchcock
Attachments: COH Gradall purchase request.PDF; 27067 2004 Gradall Excavator - GovDeals.pdf

Good afternoon,

Please place the following request on the next available commissioners court agenda for consideration:

The City of Hitchcock has requested the purchase of surplus Gradall excavator FAID 27135, Unit 501, S/N 4100112 (please see attached letter ***COH Gradall purchase request.PDF***). The amount offered, \$15,500.00 is based upon the recent sale of a similar excavator on the auction website GovDeals (please see attached backup documentation ***27067 2004 Gradall Excavator - GovDeals.pdf***).

Please let me know if there are any problems or questions with this request, and thank you!

Jim Nolan
Purchasing Asset Coordinator
Wk: (409) 770-5417
Fax: (409) 621-7991



CITY OF HITCHCOCK

7423 Highway 6 • P.O. Box 48, Hitchcock, Texas 77563 • Tel: 409-986-5591 • Fax: 409-986-6903

October 20, 2016

Rufus Crowder, CPPO, CPPB
Galveston County Purchasing Agent
722 Moody 5th Floor
Galveston, Texas 77550

Re: Offer to purchase Gradall

Dear Mr. Crowder:

The City of Hitchcock would like to thank the County of Galveston for the use of County Equipment known as County Unit #501, a Gradall truck-mounted excavator, called Unit #501 per our Interlocal Agreement.

The City would like to purchase the Gradall from the County, and offers a purchase price of \$15,500.00. The City has spent approximately \$4,400.00 repairing the Gradall and would greatly appreciate the County accepting our offer to purchase the Gradall as it will continue to be an asset serving the citizens of the City of Hitchcock.

If you have any questions or need additional information please feel free to contact me.

Sincerely,

Anthony Matranga
Mayor

2004 Gradall Excavator


[More media](#)

Year	Make/Brand	Model	VIN/Serial	Hours	Condition	Category	Inventory ID
2004	GRADALL	XL4100	4100005	3,592	See Description	Equipment, Heavy	27067

2004 Gradall Excavator

- * PLEASE READ ENTIRE DESCRIPTION BEFORE BIDDING
- * Working until decommissioned in 2015
- * Tires flat / under-inflated
- * Hydraulic clutch leak / hydraulic clutch issue / hydraulic hose leak
- * Equipment functioned as a spare until 2015
- * Rust
- * Includes additional grapples for excavator
- * SITE IS A WORKING FACILITY - ALL INSPECTION REQUESTS MUST BE ARRANGED 24 HOURS OR MORE IN ADVANCE
- * VISITATION HOURS ARE BETWEEN 8 AM AND 2 PM MON-FRI

» Seller Information



Seller Name: Galveston County Purchasing, TX
Asset Contact: [Jim Nolan](#) (Phone: 409-770-5417)
Asset Location: 11730 Highway 6
 Santa Fe, Texas 77510-8273
[Map to this location](#)

Q Inspection

NOTE: BIDDERS ARE STRONGLY URGED TO INSPECT THE PROPERTY PRIOR TO BIDDING. ALL SALES ARE FINAL UPON REMOVAL OF THE PROPERTY.

Most items offered for sale are used and may contain defects not immediately detectable. All vehicles are subject to salt air due to being on the GULF COAST OF GALVESTON COUNTY, which could result in some rust. Bidders must adhere to the inspection dates and times indicated in the item description. Otherwise, please call for instructions.

\$ Payment

Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. Payment may be hand delivered or mailed to 722 MOODY, 5th FLOOR, PURCHASING DEPARTMENT, Galveston, Texas 77550 prior to picking up the item. Acceptable forms of payment are: U. S. Currency 100 dollars or less, Certified Cashier's Check, Money Order, or a Company Check (with Bank Letter guaranteeing funds – mandatory). Checks shall be made payable to: Galveston County.

\$ Additional Fees

Administrative Fee: 7.50%

🚚 Removal

ALL items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. The buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Seller assume responsibility for packing, loading or shipping. Property may be removed between the hours of 9:00AM to 12:00PM and 1:30PM to 4:00PM, Monday through Friday, excluding legal holidays. Please call 409-770-5417 to confirm pickup time. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated in the Buyers Certificate.

ONCE THE ITEM HAS BEEN REMOVED FROM THE SELLERS LOCATION, ALL SALES ARE FINAL.

📷 Media



Auction Closed

High Bidder: **y*****s**

Sold Amount: **\$15,550.00**

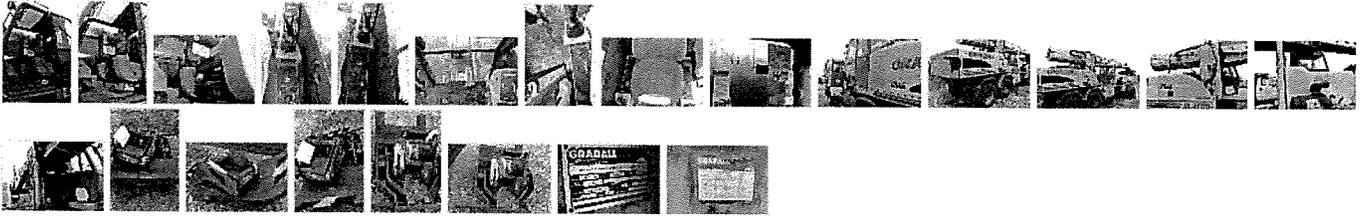
Admin Fee (7.50%): **\$1,166.25**

Total Price: **\$16,716.25**

[View Bid History](#)

[Terms and Conditions](#)

78 visitors



Special Instructions

If you are the winning bidder and default by failing to adhere to this seller's terms and conditions, your account with GovDeals WILL BE LOCKED. Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." Galveston County(Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Questions and Answers

Q: Is Gradall driveable? Any other known problems? Is Gradall operable? (9/28/16 9:32 PM)
 A: Staff described the Gradall as functioning and even functioning as a spare until it was replaced with new units. (9/29/16 9:19 AM)

Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
 Contact us with any questions, comments or concerns.
 Copyright © 2016, GovDeals, Inc. All Rights Reserved. [Site Map](#)

LIC



AGENDA ITEM #32.



THE 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

November 2, 2016

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

Re: Acceptance of Donated 2017 Ford Explorer – Sheriff's Office

Gentlemen,

It is requested that the Commissioners' Court consider accepting the following equipment into the Galveston County fleet inventory for use by the Galveston County Sheriff's Office:

- **One (1) 2017 Ford Explorer**

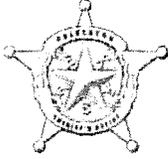
This vehicle was donated to the Galveston County Sheriff's Office by the U.S. Marshal's Office for their participation with The Gulf Coast Violent Offender's Task Force. The U.S. Marshals' Office has also donated \$5,000.00 for the vehicle to be outfitted.

Your consideration in this matter is greatly appreciated.

Respectfully submitted,

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County



Henry A. Trochesset
Sheriff
Galveston County

November 1, 2017

TO: The Honorable Mark Henry, County Judge and the Members of the Commissioners' Court of Galveston County.

RE: Acceptance of Donated 2017 Ford Explorer.

On behalf of Sheriff Trochesset, please accept this letter and attached documents for your review regarding the donation of a 2017 Ford Explorer from the U.S. Marshal's Office.

The vehicle was purchased with Federal monies by the U.S. Marshal's Office, and gifted to the Galveston County Sheriff's Office for our participation with The Gulf Coast Violant Offender's Task Force. The U.S. Marshal's Office has also donated \$5,000.00 for the vehicle to be outfitted.

Your favorable consideration of this matter is sincerely appreciated, and as always, I'm available at ext. 2301 should you have any questions.

A handwritten signature in cursive script that reads "Henry Trochesset".

Sheriff, Henry Trochesset

Cc: Rufus Crowder

John Fesler

To Protect and Serve

601 54th Street • Suite 2100 • Galveston, Texas 77551 • 409-766-2300



ASSET ACQUISITION FORM

DATE: 11/01/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Henry Trochesset Henry Trochesset 211101, Sheriff Admin
Department Asset Custodian Authorized Signature Print Name Department/Division

Re: Please amend the inventory to reflect the following change(s) due to ACQUISITION

ACQUISITION METHOD: Donation Seizure Other: _____

Description: SUV Color: SILVER

Year: 2017 Make: FORD Model: EXPLORER 4WD 4DR

Serial/VIN: [REDACTED] Date received: 11/08/2016

Acquired From: Name: USMS Phone No: _____

Address: 601 54TH STREET

City State: GALVESTON TX 77550

**Fair market value at time of receipt: \$ 27,434.⁶³

****FAIR MARKET VALUE IS REQUIRED. Use Kelley Blue Book, NADA Guides, or other source(s) to determine value and ATTACH PRINTOUT.**

Approved by Commissioner's Court: Yes No If Yes, date approved: _____

If No, date scheduled to go before Commissioner's Court: _____

Other: _____

*Please attach any/all documentation pertaining to the donation or seizure of this item. Including donation letter, court/seizure order, vehicle title, departmental request to go before Commissioner's Court, etc.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

Form No. FA-01
Revised 02/04/2013

CSCRATCHFILEEmailCon.txt

MOTOR VEHICLE DELIVERY ORDER
(replaces GSA Form 8002)

ORDER NUMBER: RPN-N-KZ414
DATE OF ORDER: 08-15-2016

AGENCY: JUSTICE DEPT

BUREAU: US MARSHALS SRV

AGENCY/BUREAU CODE: 1525

AGENCY ORDER NO.: 1533K8-6228-A654

REQUISITION NO.: 1533K8-6228-A654

SUPP. ADDRESS:

SIGNAL CODE: A

FUND CODE: 00

DATE RECEIVED: 08-15-2016

LINE ITEM: 105A.1 STD ITEM NO.: 105A

4X4 SUV, INTERMEDIATE, 4 DR, 5 PASS, MI

QUANTITY: 1

Surcharge: 01.00%

Unit Selling Price: \$27,434.63

Total Selling Price: \$27,434.63

COLOR: 1=UX=INGOT SILVER MET

OPTIONS

BTCS CBU DDRL E85

GEORGE HEPHNER
409-766-3771

REQUISITIONER
United States Marshals Service
Management Support Division
Fleet Management

CONSIGNEE DELIVERY ADDRESS
USMS - GALVESTON COUNTY SHERIFF'S
601 54TH STREET

Washington, DC 20530-0001
USA
Fax:
Email: LISA.NEWCOMB@USDOJ.GOV

GALVESTON, TX 77550-
USA
Fax:
Email: HENRY.TROCHESSET@CO.GALVESTON.TX.
MARK FOR:
TCN:

CONSIGNEE MAILING ADDRESS
USMS - GALVESTON COUNTY SHERIFF'S
601 54TH STREET

GALVESTON, TX 77550-
USA

CONTRACTOR
FORD MOTOR COMPANY
16800 EXECUTIVE PLAZA DRIVE
REGENT CT. 6N-2A

SFO: QMAA-F6-150013-D*06-08-2015

CONTRACT NO.: GS-30F DA004

DEARBORN, MI 48120-

DELIVERY: FOB Destination

ORIGIN/ASSEMBLY POINT:
DEARBORN, MI

INSPECTION: Destination

TIME FOR: Shipment 11-13-2016

DISCOUNT TERMS: AMOUNT: Net DAYS: 30

GSA Automotive (QMD), Wash. DC 20406 POC: DALLAS, BREWER 703-605-CARS(2277)
Mail Invoice to: GSA BCEB 1500 E Bannister Rd, Kansas City, P.O. Box 419018, MO 64141

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE
SEPTEMBER 26, 2016

INVOICE NO.
GA95410 2

VEHICLE IDENTIFICATION NO.
[REDACTED]

YEAR
2017

MAKE
FORD

BODY TYPE
113 EXPLORER 4WD 4DR

SHIPPING WEIGHT
4519 LBS.

H.P. (S.A.E.) G.V.W.R.
31.83 6180 LBS

NO. CYLS.
6

SERIES OR MODEL
K8B2

NOMINAL TONNAGE 1/2

GOVT PO# RPN-N-KZ414

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

USMS - GALVESTON COUNTY S
601 54TH STREET
GALVESTON TX 77550

833000
It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

B42671970

FORD MOTOR COMPANY

BY Jonathan E. Osgood
JONATHAN E. OSGOOD, SECRETARY (AGENT)

DEARBORN, MICHIGAN

CITY - STATE





U.S. Department of Justice

United States Marshals Service

Southern District of Texas
515 Rusk Avenue, Room 10002
Houston, TX 77002

August 25, 2016

Sheriff Henry Trochesset
Galveston County Sheriff's Department
601 54th St
Galveston, TX 77551

Subject: Joint Law Enforcement Operations Vehicle Retrofit Program Guidance

Dear Sheriff Trochesset,

I would first like to take this opportunity to thank your department for committing your valuable resources in support of the United States Marshals Service's fugitive mission. I am convinced that this collaborative effort to locate and apprehend violent fugitives drastically reduces the crime rate in the Southern District of Texas. Our combined efforts last fiscal year led to the arrest of over 5,300 federal, state and local fugitives and over 6,700 felony warrants cleared.

As part of our fugitive apprehension mission, the United States Marshals Service (USMS) administers funds through the Joint Law Enforcement Operations (JLEO) program. The JLEO is funded through revenues deposited into the Department of Justice Asset Forfeiture Fund. JLEO funding is the source of overtime reimbursements made to your agency by the USMS for operations in support of fugitive apprehension. For the past several years, the USMS has made overtime reimbursements available to your department in support of this very important mission and is now able to make limited funding available to retrofit a vehicle. Over this time period, we have learned some very valuable lessons regarding best practices for invoicing to ensure that JLEO funds are both properly accounted for and efficiently used. In short, we need to strengthen controls over JLEO funding so that it remains available to us. The bullets listed below will assist the USMS with reimbursing your department in a timely manner and with properly accounting for the funding. Your department will be required to follow the procedures below to receive reimbursement. Please share this letter with your USMS Task Force Officer, your Task Force Officer's direct supervisor, timekeeper, and billing office so everyone is aware of these important controls.

1. Your agency was provided with a form USM-607 (attached). This form is an acknowledgement of the funds available for your department for retrofit reimbursement for the period of August 15 2016, through August 16, 2017.
2. All partnering agencies must be registered in SAM.gov before reimbursements will be made. Agencies can register in SAM at the following website: www.sam.gov.

3. Reimbursement is only available for items permanently affixed to the vehicle, including:

- a. Emergency lights
- b. Sirens
- c. Gun vault/safe
- d. Laptop or radio mounts
- e. Rifle/shotgun mounts
- f. Window tinting
- g. Secondary power source/alternator

4. Retrofit reimbursement requests must include the following elements:

- a. Supporting documents reflecting the type and amount of each expense
- b. Total invoice amount
- c. **Document control number M-16-D79-O-000902**
- d. Billing period (month in which retrofit occurred)
- e. Name, title, phone number, and mailing address of primary point of contact
- f. Agency tax identification and DUNS number
- g. EFT banking information (bank name, address, account number, routing number)

Failure to include all of the above information may result in rejected invoices and delays in reimbursement. This very important control will better enable the USMS to project reimbursements and ensure that JLEO funds are used as efficiently as possible.

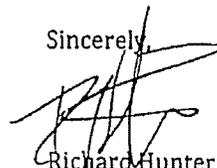
Invoices should be submitted to Supervisory Deputy U.S. Marshal George Hephner, who will review and forward for payment. Additional backup documentation must be available upon request to verify the accuracy of the summary level invoices in case of an audit or to assist the district in the invoice review process. If you have questions regarding the invoicing procedure, please contact Mary Mendenhall at (713) 217-1043.

5. The USMS is unable to provide fuel funding.

6. All reimbursement requests must be submitted for processing by **September 15, 2017**.

Please understand that the above requirements are necessary to properly track and account for this vital source of funding.

Sincerely,



Richard Hunter
Chief Deputy U.S. Marshal
Southern District of Texas

Attachments:

Joint Law Enforcement Operations Task Force Obligation Document (Form USM-607)

Copies Furnished: Richard Hunter, Chief Deputy United States Marshal
Marianne Matus, Assistant Chief Deputy United States Marshal, Acting
George Hephner, Supervisory Deputy United States Marshal
Mary Mendenhall, Financial Specialist

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-16-1879-0-000902

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

GALVESTON COUNTY SHERIFFS OFFICE

and

Southern District of Texas (79)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

August 15, 2016 to August 16, 2017

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2016	D79	AFF-B-OP	LEOTFS4	31053 - TFO Vehicle Retro	\$5,000.00
Total Obligation Amount:					\$5,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: George Hephner
Phone: (409) 766-3771
E-mail: george.hephner@usdoj.gov

STATE/LOCAL CONTACT:

Name: Major Darrell Isaacks
Phone: 409-766-2303
E-mail: Darrell.Isaacks@co.galveston.tx.usx

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ANN HEPHNER Date: 8/17/2016
Ann Hephner, AO

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: JohnAllen84021-40804 Date: 8/17/2016
John Allen, (A)CDUSM

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: [Signature] Date: 8/17/2016
Darrell Isaacks / Major

AGENDA ITEM #33.

Donald B. Roseman
Partner

October 28, 2016

Delivery via US Mail and Email

RE: RFQ #B141024 Delinquent Tax Contract

Dear Honorable Commissioner Dennard:

I am the managing partner of the Houston office of Perdue Brandon Fielder Collins & Mott, LLP. We appreciate the business partnership with Galveston County we presently enjoy. We looked forward with much anticipation for the opportunity to expand that relationship with the RFQ process, competition and ultimate award of the delinquent tax collection contract. This letter addresses some of the grave concerns that exist with the selection process; with an attachment providing examples taken from the RFQ.

We are disappointed with the content of the above referenced RFQ. We believe other delinquent tax collection law firms in the State would share our disappointment and reluctance to respond. The RFQ was intended to pre-select one law firm over all others.

The RFQ (response due Monday, October 31) requests vendors to provide multiple items; services-personnel-equipment, provided by your incumbent firm that are detached from the actual services of collecting delinquent taxes. Per the RFQ's plain language, bidders not offering these exact items (and perhaps more) would be at a distinct disadvantage in the evaluation of their Statement of Qualifications. The RFQ's terms discourage competitors from offering the County such things as new technologies and innovative collection services that go beyond just matching whatever you have now. Your current vendor has fully recouped all the costs of these "give backs" or "value added" items in fee revenue generated over the many years they have been paid millions of dollars by Galveston County under this contract. Ironically, the terms of this RFQ discourage even the incumbent firm from offering additional items or services. It is cost prohibitive for a bidder to offer these same existing "give backs" let alone offer additional items of potential benefit to the County.

This process appears as merely going *through the motions* to rehire the incumbent firm. Addendum 1 issued by the County last week is emblematic of why potential vendors should be skeptical that this process represents anything other than a process that arrives at a predetermined outcome. In Question 3, a prospective bidder asked the County what their level of satisfaction was with the current vendor. The response from the Galveston County stated: the current vendor was highly recommended for a contract extension. This "recommendation" was made without seeing responses from other potential providers. This

statement warns other bidders that they need not bother submitting a response; Galveston County is closed for business and newcomers need not apply.

Our request is for Commissioner's Court to withdraw the present RFQ and issue a RFQ that is fair to all interested providers. Should that happen, Perdue Brandon would submit a response. We think other firms would show more interest as well.

A more deliberative and transparent approach will be recognized and appreciated by those you serve.

Respectfully,

Donald B. Roseman
Partner

Cc: Hon. County Judge Mark Henry
Hon. Ryan Dennard, County Commissioner Precinct 1
Hon. Joseph Giusti, County Commissioner Precinct 2
Hon. Stephen Holmes, County Commissioner Precinct 3
Hon. Ken Clark, County Commissioner Precinct 4
Mr. Rufus Crowder, Purchasing Agent-Galveston County

Law Firm Partners

DR/ca

Examples from RFQ Discouraging Competition

Scope of Service

Additional Services:

A1. Provide “equal or superior software” to ACT’s software, or support the tax office current software. If a new vendor attempts to provide new or more modern software with features more optimally suited for Galveston County, the Tax Assessor-Collector retains full veto power to accept or not accept such software, per this RFQ. This “veto” power is without regard to the merits of the proposed software. Should the County continue to use ACT, any new vendor would be forced to pay all associated “costs” or likely be terminated and sued. Paying for ACT would cost anyone other than your current vendor \$20,000+ per month, or \$240,000 per year minimally. There is no evidence to support that this type of charge is anything but a deterrent to change. This amount isn’t actual “costs” since the software would have been paid in full several times over. These “costs” appear to be more punitive in nature. Your present vendor is “paying” these fictional costs now, to itself, since *ACT is owned by them*. The chances of any new vendor managing to convince your tax assessor and a future Commissioners Court to switch software providers is highly speculative at best.

A5. Provide a full time bi-lingual RTA, CTA to the tax office. Apparently, this person is already in place at your tax office as an employee of your current vendor. Why would the County tell a potential vendor basically to commit to hire this person, pay their salary, benefits and their continuing education and certifications? A new vendor would have to attempt to overcome the emotional and professional bond this person has developed with their current employer and the County tax office? Is Commissioners Court even comfortable with this arrangement? What are the liabilities this arrangement creates for the County and its vendor? Law firm’s (and others) should be concerned and act with caution before having a firm employee under the “control” of a public entity. What issues arise with a private firm using public property?

Additional Benefits Questionnaire

Number 3 states, “**Currently, delinquent law firm maintains a fully-staffed and equipped office, including at least two full-time attorneys, within the County. Is your firm willing to provide the additional benefit to continue this effort to serve the citizens of Galveston County? If not, describe what you will provide**”. This strongly suggests that if a bidder fails to pledge to spend \$250,000+ per year to hire, train and place *at least* two full-time attorneys, staff, equipment and pay rent or buy a “local” location for your delinquent taxpayers, they cannot get the business. Mandating where a private company locates and staffs an office should never trump providing a tangible increase in delinquent tax collections.

1235 NORTH LOOP WEST
SUITE 600
HOUSTON, TEXAS 77008
TELEPHONE 713-862-1860
FAX 713-862-1429
www.pbfcm.com

Jason L. Bailey
Partner

October 31, 2016

Honorable County Judge Mark Henry
722 Moody, Suite 200
Galveston, Texas 77550
mark.henry@co.galveston.tx.us

Delivery via US Mail and Email

RE: RFQ #B141024 Delinquent Tax Contract

Dear Honorable Judge Henry:

We appreciate the business partnership with Galveston County we presently enjoy. We looked forward to the opportunity to expand that relationship with the RFQ process, competition and ultimate award of the delinquent tax collection contract. However, pursuant to the letter we sent on October 28, 2016, we will not be submitting a bid in response to the above RFQ.

Respectfully,


Jason L. Bailey
Partner

Cc: Hon. Ryan Dennard, County Commissioner Precinct 1
Hon. Joe Giusti, County Commissioner Precinct 2
Hon. Stephen Holmes, County Commissioner Precinct 3
Hon. Ken Clark, County Commissioner Precinct 4
Mr. Rufus Crowder, Purchasing Agent-Galveston County

AGENDA ITEM #35.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 10/27/16		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes/No		
4. Department Name: Training				5. Department Contact: Mary Johnson			
6. Description: Contract for Firing Range (TCOLE Mandated)							
7. IFAS PEID No: 034785		8. IFAS Req No:		9. Orgkey 1101-21133		10. Object Code: 5481000	
11. Vendor: College of the Mainland				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
General	1101	\$8,000	\$8,000				
22. Totals:		-	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 11/8/16		Auto Renewal Contract: Yes/No		Bid No:			
Contract End Date: 11/7/17		Contract # Issued By Purchasing: CM17048					

Approved By: Cheryl Deputy Mayor Signature: Cheryl Deputy Mayor Date: 10/28/16

Department Head: Henry Lockhart 10/28/16

Purchasing Agent: [Signature] 10-31-16

County Legal: [Signature] 11/02/2016

Contract listed in Budget Documentation: YES NO

County Budget Office: [Signature] 11/02/16

Budget Available and Funds are/will be Available: YES NO

County Auditor: [Signature] 11/2/16

**PUBLIC SERVICE CAREERS
CONTINUING EDUCATION CONTRACT
(MUST BE COMPLETED BEFORE FIRST CLASS SESSION)**

Galveston County Commissioner's Court on behalf of its Sheriff's Office

Company Name

**Has contracted with COLLEGE OF THE MAINLAND (COM) to
provide**

As needed of training **Police Firearms Qualify-Agency**
Hours/Sessions **Course Name**
Contract for year 2016-2017 dates can be
on added or subtracted as needed. at Firing Range
Dates/Times **Location**

at a cost of \$ \$150.00 per 8 hour Range session

Other course materials company agrees to pay for _____

Ammunition/targets based on attached price list as needed.

Billing Information

Company Name:	<u>Galveston County Sheriff's Dept.</u>
Company Contact Person:	<u>Major Joseph Gregory</u>
Address:	<u>601 54th Street</u>
	<u>Galveston. Texas 77551</u>
Phone Number:	<u>409-763-2328</u>
Fax Number:	<u>409-770-5100</u>
Email Address:	<u>Joseph.Gregory@co.galveston.tx.us</u>

Signature of Company Representative: _____

Date: _____

Signature of College Representative: _____

Date: _____

**Return to: PUBLIC SERVICE CAREERS
College of the Mainland-Public Service Careers
1200 Amburn Rd-Texas City, TX 77591
Fax (409) 938-3146**

Ammunition Cost/Range Fees 2016-2017

5/17/2016

Range Rental: _____ Day @ \$150.00 per Day = \$_____

Handgun Ammunition: (50 rounds per qualification attempt) \$_____

.380 Auto _____ @ \$26.88 \$_____

.38 Spl +P _____ @ \$21.51 \$_____

9MM _____ @ \$22.42 \$_____

.357 Sig _____ @ \$39.85 \$_____

.40 S&W _____ @ \$26.62 \$_____

.45 ACP _____ @ \$28.75 \$_____

Shotgun Ammunition:

12 Ga. Slug _____ @ \$29.93 \$_____

12 Ga 00 Buck _____ @ \$26.93 \$_____

Rifle Ammunition: (20 rounds per qualification attempt)

.223 _____ @ \$9.06 \$_____

Misc.

Simulator \$50.00 per day

Weapon \$30.00 per student

Duty Gear \$15.00 per student

Targets: _____ \$.75 each \$_____

Total \$_____

**PUBLIC SERVICE CAREERS
CONTINUING EDUCATION CONTRACT
(MUST BE COMPLETED BEFORE FIRST CLASS SESSION)**

Galveston County Commissioner's Court on behalf of its Sheriff's Office

Company Name

**Has contracted with COLLEGE OF THE MAINLAND (COM) to
provide**

As needed of training **Police Firearms Qualify-Agency**
Hours/Sessions **Course Name**
Contract for year 2016-2017 dates can be
on added or subtracted as needed. **at** Firing Range
Dates/Times **Location**
at a cost of \$ \$150.00 **per** 8 hour Range session

Other course materials company agrees to pay for _____

Ammunition/targets based on attached price list as needed.

Billing Information

Company Name: Galveston County Sheriff's Dept.
Company Contact Person: Major Joseph Gregory
Address: 601 54th Street
Galveston, Texas 77551
Phone Number: 409-763-2328
Fax Number: 409-770-5100
Email Address: Joseph.Gregory@co.galveston.tx.us

Signature of Company Representative: _____

Date: _____

Signature of College Representative: _____

Date: _____

**Return to: PUBLIC SERVICE CAREERS
College of the Mainland-Public Service Careers
1200 Amburn Rd-Texas City, TX 77591
Fax (409) 938-3146**

Ammunition Cost/Range Fees 2016-2017

5/17/2016

Range Rental: _____ Day @ \$150.00 per Day = \$_____

Handgun Ammunition: (50 rounds per qualification attempt) \$_____

.380 Auto _____ @ \$26.88 \$_____

.38 Spl +P _____ @ \$21.51 \$_____

9MM _____ @ \$22.42 \$_____

.357 Sig _____ @ \$39.85 \$_____

.40 S&W _____ @ \$26.62 \$_____

.45 ACP _____ @ \$28.75 \$_____

Shotgun Ammunition:

12 Ga. Slug _____ @ \$29.93 \$_____

12 Ga 00 Buck _____ @ \$26.93 \$_____

Rifle Ammunition: (20 rounds per qualification attempt)

.223 _____ @ \$9.06 \$_____

Misc.

Simulator \$50.00 per day

Weapon \$30.00 per student

Duty Gear \$15.00 per student

Targets: _____ \$.75 each \$_____

Total \$_____

Dolato, Megan

From: Blinka, Sonja <sblinka@com.edu>
Sent: Wednesday, October 26, 2016 3:14 PM
To: Dolato, Megan
Cc: Meadows, Susan; Anderson, Carla
Subject: Texas Ethics Form 1295

Good afternoon Megan,

Per your request for a completed Form 1295 from College of the Mainland, Public Service Careers, the requirement does not apply.

Please refer to Texas Government Code: 2252.908

(c) Notwithstanding Subsection (b), this section does not apply to:

(1) a sponsored research contract of an institution of higher education;

(2) **an interagency contract of a state agency or an institution of higher education;** or

(3) a contract related to health and human services if:

(A) the value of the contract cannot be determined at the time the contract is executed; and

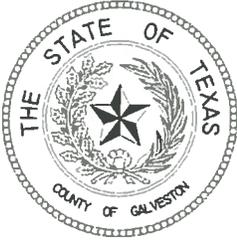
(B) any qualified vendor is eligible for the contract.

Please let me know if you have any questions or need additional assistance.

Thank you,

Sonja Blinka
College of the Mainland
Director of Purchasing
Ph: (409)933-8474
Fx: (409)933-8020

AGENDA ITEM #36.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 10/27/16		2. Contract Type: Expense Revenue Other			3. Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No		
4. Department Name: Training				5. Department Contact: Mary Johnson			
6. Description: Contract for Offsite Driving Training (TCOLE Mandated)							
7. IFAS PEID No: 034785		8. IFAS Req No:		9. Orgkey: N/A		10. Object Code: N/A	
11. Vendor: College of the Mainland				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
			No Cost				
22. Totals:		-	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 11/8/16		Auto Renewal Contract: Yes / No		Bid No:			
Contract End Date: 11/7/17		Contract # Issued By Purchasing: CM17049					

Approved By: Chris Deady Mangel Signature: Chris Deady Mangel Date: 10/28/16
 Department Head: Henry Fuchant 10/28/16
 Purchasing Agent: [Signature] 10-31-16
 County Legal: [Signature] 11/02/2016
 Contract listed in Budget Documentation: YES NO
 County Budget Office: [Signature] 11/02/16
 Budget Available and Funds are/will be Available: YES NO
 County Auditor: [Signature] 11/2/16

**PUBLIC SERVICE CAREERS
CONTINUING EDUCATION CONTRACT
(MUST BE COMPLETED BEFORE FIRST CLASS SESSION)**

Galveston County Commissioner's Court on behalf of its Sheriff's Office

Company Name

**Has contracted with COLLEGE OF THE MAINLAND (COM) to
provide**

As needed of training **Professional Police Driving**
Hours/Sessions **Course Name**
Contract for year 2016-2017 TBA at Gulf Greyhound Park
on _____ at _____
Dates/Times **Location**

at a cost of \$ \$-0- per NA

Other course materials company agrees to pay for _____

See attached for stipulations.

Billing Information

Company Name:	Galveston County Sheriff's Dept.
Company Contact Person:	Major Joseph Gregory
Address:	601 54 th Street
	Galveston, Texas 77551
Phone Number:	409-763-2328
Fax Number:	409-770-5100
Email Address:	Joseph.Gregory@co.galveston.tx.us

Signature of Company Representative: _____

Date: _____

Signature of College Representative: _____

Date: _____

**Return to: PUBLIC SERVICE CAREERS
College of the Mainland-Public Service Careers
1200 Amburn Rd-Texas City, TX 77591
Fax (409) 938-3146**

**PUBLIC SERVICE CAREERS
CONTINUING EDUCATION CONTRACT
(MUST BE COMPLETED BEFORE FIRST CLASS SESSION)**

Galveston County Commissioner's Court on behalf of its Sheriff's Office

Company Name

**Has contracted with COLLEGE OF THE MAINLAND (COM) to
provide**

As needed **Training in Professional Police Driving**
Hours/Sessions **Course Name**

on Contract for year 2016-2017 TBA at Gulf Greyhound Park
Dates/Times **Location**

Stipulations:

1. Sufficient notice for training will be given by GSO
2. GSO will provide the vehicles and instructional staff.
3. Waiver forms will be provided for each driver for the protection of the College and Gulf Greyhound Park.
4. All attendees will complete a COM registration for the training provided.
5. On successful completion of training the Report of Training will be made to TCOLE by COM staff.

Billing Information

Company Name:

Galveston County Sheriff's Dept.

Company Contact Person:

Major Joseph Gregory

Address:

601 54th Street

Galveston, Texas 77551

Phone Number:

409-763-2328

Fax Number:

409-770-5100

Email Address:

Joseph.Gregory@co.galveston.tx.us

Signature of Company Representative: _____

Date: _____

Signature of College Representative: _____

Date: _____

**Return to: PUBLIC SERVICE CAREERS
College of the Mainland-Public Service Careers
1200 Amburn Rd-Texas City, TX 77591
Fax (409) 938-3146**

**PUBLIC SERVICE CAREERS
CONTINUING EDUCATION CONTRACT
(MUST BE COMPLETED BEFORE FIRST CLASS SESSION)**

Galveston County Commissioner's Court on behalf of its Sheriff's Office

Company Name

**Has contracted with COLLEGE OF THE MAINLAND (COM) to
provide**

As needed of training **Professional Police Driving**
Hours/Sessions **Course Name**
Contract for year 2016-2017 TBA at Gulf Greyhound Park
on _____ at _____
Dates/Times **Location**

at a cost of \$ \$-0- per NA

Other course materials company agrees to pay for _____

See attached for stipulations.

Billing Information

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Signature of Company Representative: _____

Date: _____

Signature of College Representative: _____

Date: _____

**Return to: PUBLIC SERVICE CAREERS
College of the Mainland-Public Service Careers
1200 Amburn Rd-Texas City, TX 77591
Fax (409) 938-3146**

**PUBLIC SERVICE CAREERS
CONTINUING EDUCATION CONTRACT
(MUST BE COMPLETED BEFORE FIRST CLASS SESSION)**

Galveston County Commissioner's Court on behalf of its Sheriff's Office

Company Name

**Has contracted with COLLEGE OF THE MAINLAND (COM) to
provide**

As needed **Training in Professional Police Driving**
Hours/Sessions **Course Name**

on Contract for year 2016-2017 TBA at Gulf Greyhound Park
Dates/Times **Location**

Stipulations:

1. Sufficient notice for training will be given by GSO
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Phone Number: 409-763-2328

Fax Number: 409-770-5100

Email Address: Joseph.Gregory@co.galveston.tx.us

Signature of Company Representative: _____

Date: _____

Signature of College Representative: _____

Date: _____

**Return to: PUBLIC SERVICE CAREERS
College of the Mainland-Public Service Careers
1200 Amburn Rd-Texas City, TX 77591
Fax (409) 938-3146**

Dolato, Megan

From: Blinka, Sonja <sblinka@com.edu>
Sent: Wednesday, October 26, 2016 3:14 PM
To: Dolato, Megan
Cc: Meadows, Susan; Anderson, Carla
Subject: Texas Ethics Form 1295

Good afternoon Megan,

Per your request for a completed Form 1295 from College of the Mainland, Public Service Careers, the requirement does not apply.

Please refer to Texas Government Code: 2252.908

- (c) Notwithstanding Subsection (b), this section does not apply to:
- (1) a sponsored research contract of an institution of higher education;
 - (2) **an interagency contract of a state agency or an institution of higher education;** or
 - (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is executed; and
 - (B) any qualified vendor is eligible for the contract.

Please let me know if you have any questions or need additional assistance.

Thank you,

Sonja Blinka
College of the Mainland
Director of Purchasing
Ph: (409)933-8474
Fx: (409)933-8020

AGENDA ITEM #37.



Susteen, Inc.
 18818 Teller Ave.
 Suite 102
 Irvine, CA 92612
 TEL: (949) 341-0007
 FAX: (949) 341-0008

Invoice

YOUR MOBILE PHONE FORENSIC TOOL

Name: Barry Cook
Organization: Galveston County SO
Billing Address:
Shipping Address:
Phone: 409-766-2317
E-mail: Barry.Cook@co.galveston.tx.us

Date	10/20/2016
Valid To	2/4/2017
Terms	CC/Net30
RF #	GCSO-SVR

Qty	Part Number	Description	MSRP	Early Renewal Price	TOTAL
1	CP200-S10-SW-RN	Secure View Mobile Forensic Software 1 yr. Renewal ANUSPDD8HJLFMVY Exp. 2/4/17	\$3,295	\$1,995	\$1,995
1	CP225-STK	Additional Options Available. svStrike (PIN/Passcode Unlocking)	\$899	\$699	

SubTotal	\$ 1,995.00
Shipping & Handling	
Taxes	\$ -
TOTAL	\$ 1,995.00

Prepared By

Eryn Williams

Eryn Williams (949) 789-8237
 Accounts Manager fax: (949) 341-0008
 Susteen, Inc. ewilliams@susteen.com

PLEASE NOTE THERE IS A 3% DISCOUNT FOR PAYING WITH CREDIT CARD!
 All prices are subject to all applicable state and/or local taxes and Import Fees.
 Terms are subject to credit department approval.





Susteen, Inc.
18818 Teller Ave.
Suite 102
Irvine, CA 92612
TEL: (949) 341-0007
FAX: (949) 341-0008

Captain Barry Cook
Galveston County Sheriff's Office
409-766-2330
barry.cook@co.galveston.tx.us

Contract: Secure View 4 1 Year Renewal
Serial Number: ANUSPDD8HJLFMVY
Contract Period: 2/5/17- 2/4/18
Price: Renewal prior to 2/4/17 = \$1,995
Renewal after expiration date of 2/4/17= \$3,295

WHAT THE MAINTENANCE AND SUPPORT RENEWAL CONTRACT COVERS:

1. Software updates
 - a. Software bug fixes
 - b. New features and functions
 - c. All newly added phone updates
2. Full version upgrades
3. New cables needed to acquire new phones *including iPhone USB Cable
4. Replacement cables needed to replace any lost or damaged cables
5. Unlimited Tech Support

WHAT THE MAINTENANCE AND SUPPORT RENEWAL CONTRACT DOES NOT COVER:

1. Any add on modules
2. Training
3. Upgrades to handheld mobile units
4. Replacement Key (dongle) for one that was lost or broken
5. License transfers from SVM to SVF, or for receiving a new complete cable kit.
Additional cost associated will be applied as needed.

*Terms listed above are for general coverage only. Limits may apply.

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

DATE: 10/20/16

Eryn Williams
Accounts Manager
Susteen, Inc.
18818 Teller Ave. Ste. 102
Irvine, CA 92612
(949) 789-8237- Direct
(949) 933-4003 - Cell
(949) 341-0008 - Fax
www.secureview.us
ewilliams@susteen.com



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10. **GOVERNING LAW AND INTERPRETATION.** This Agreement shall be interpreted under and governed by the laws of the State of Texas, without regard to its rules governing the conflict of laws. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

11. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or otherwise unenforceable for whatever reason by any arbitrator, court, governmental agency, body, or tribunal, the remaining provisions of this Agreement shall continue in full force and effect. Upon any such determination of invalidity, illegality or unenforceability, the parties shall negotiate in good faith to replace the invalid provision with a valid provision that effectuates the original intent of the parties as closely as possible in a mutually acceptable manner.

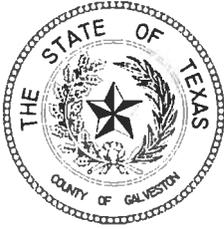
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13. **USE OF NON-PERSONALLY IDENTIFIABLE INFORMATION.** Subject to limitations under applicable law, Licensor shall have the unconditional right to use your non-personally identifiable information and transaction information (such as type of phone, transaction result, date and time) as it chooses in its sole discretion.

14. **ENTIRE AGREEMENT.** This Agreement entirely supersedes and replaces all prior proposals, communications, contracts, agreements, or commitments, either written or oral, between the parties with respect to the subject matter hereof, and renders them null and void and of no effect. This

Agreement constitutes the complete and entire understanding between the parties. This Agreement may not be altered, amended, or modified except by a writing, duly executed by the duly authorized officers or representatives of each party. The acceptance of any purchase order placed by you is expressly made conditional on your assent to the terms set forth herein, and not those in your purchase order. If any term of any purchase order or other communication is inconsistent or in conflict with any provisions of this Agreement, the provisions of this Agreement shall govern. The suppliers and resellers of Licensor are intended third party beneficiaries of this Agreement, with the right to enforce the terms hereof directly against you.

AGENDA ITEM #38.a.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 10-19-2016		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> /No		
4. Department Name: Tax Office				5. Department Contact: Cheryl E. Johnson			
6. Description: Annual Software Maintenance Agreement (secure Remit)							
7. IFAS PEID No: 710840		8. IFAS Req No:		9. Orgkey: 2107-15152		10. Object Code: 5423701	
11. Vendor: Technique Data Systems				12. Vendor Contract No: 1528			
13. Requested Legal Review: Yes/No (Explain if No) <u>Yes</u>							
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 Services	5423701	2,375	1,800				
	5423000/SS						
22. Totals:			1,800				
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/16		Auto Renewal Contract: Yes/No <u>Yes</u>		Bid No: N/A			
Contract End Date: 9/30/17		Contract # Issued By Purchasing: CM17045					

~~* NO 1101295~~

Expense Budgeted in 5423000/SS

Approved By:	Signature	Date
Department Head:	<i>Steve R. Smith for Cheryl E. Johnson</i>	10/20/16
Purchasing Agent:	<i>[Signature]</i>	10-26-16
County Legal:	<i>[Signature]</i>	10/27/2016
Contract listed in Budget Documentation: YES NO		
County Budget Office:	<i>[Signature]</i>	10/28/16
Budget Available and Funds are/will be Available <u>YES</u> NO		
County Auditor:	<i>[Signature]</i>	10/28/16



TECHNIQUE
DATA SYSTEMS

Invoice

Invoice Number: 045718
 Invoice Date: Aug 25, 2016
 Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040
 Fax: (972) 722-6052
 www.techdatasystems.com

Sold To:
 GALVESTON COUNTY VOTER OFFICE
 ATTN: SHERYL SWIFT
 PO BOX 1169
 GALVESTON, TX 77553-1169

Ship to:
 TAX ASSESSOR COLLECTOR
 722 MOODY AVE.
 GALVESTON, TX 77550-2317

Customer ID
 GALVESTON COUNTY AUD

Customer PO

Payment Terms
 Net Due

Sales Rep ID

Shipping Method
 UPS GROUND

Ship Date

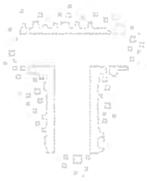
Due Date
 9/25/16

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF SOFTWARE MAINTENANCE AGREEMENT CONTRACT 1528 EFFECTIVE 10/1/16 - 9/30/17 (TDS SECURE REMIT)	1,800.00	1,800.00

Federal Tax ID# 75-2381117

Subtotal	1,800.00
Sales Tax	
Freight	
Total Invoice Amount	1,800.00
Payment Received	
TOTAL	1,800.00

Check No:



**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **1528**
Date: 3/27/2009

<u>Description</u>				<u>Type</u>		<u>Reference</u>		
SOFTWARE MAINTENANCE				ANNUAL		FORMXTR: SECURE RE		
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>	<u>Tax Code</u>	<u>Contract Price</u>		
3/27/2009	10/1/2015	9/30/2016	Active	Net Due	<Exempt>	\$ 1,800.00		
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips -----</u> <u>Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>
0	No	0 0	\$ 0.00		Annual			\$ 0.00

Basis: Time Period Time Remaining: 43 days

Includes Special Instructions

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

<u>Item ID</u>	<u>Item Description</u>			<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>	
SOF-AT FORMXTR: SECURE REM	FORMXTR: SECURE REMIT DOCS				RM7-TQD-53852-BEA6B			
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
6/27/2009		\$ 8,000.00	\$ 1,800.00			10/1/2015		Yes

INTERNAL

PR#: CR 700720

PO#: _____

PEID #: 710840

SELECTED ADDRESS CODE: 151500

PAYEE NAME: Technique Data Systems

REIMBURSEMENT SELECTION CHOICES

MILEAGE: _____ X _____ = \$ _____

HOTEL: \$ _____

MEALS: \$ _____

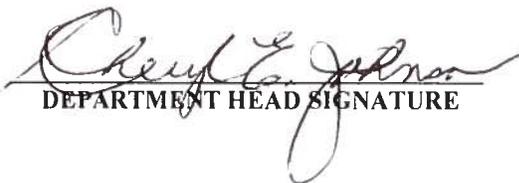
OTHER: \$ 1800.00 (Renewal of Annual Maintenance Agreement Contract 1528
10/1/16-9/30/17)
DESCRIPTION

“OTHER” MAY BE USED FOR A MISCELLANEOUS REIMBURSEMENT OR PRIORITY PO AND DOES NOT HAVE TO BE TRAVEL RELATED EXPENSE.

GRAND TOTAL: \$ 1800.00

NOTES

RETURN TO: Teri Janik or Emily Hudler


DEPARTMENT HEAD SIGNATURE

2107/51552-5423701
ACCOUNT NUMBER

Cheryl E. Johnson, RTA
PRINTED NAME

Tax Office
DEPARTMENT NAME

09/07/2016
DATE

Need copy of check ASAP so that reimbursement from SES is accomplished timely. cex 9/7/16

CM17045

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.
Technique Data Systems, Inc.
ROCKWALL, TX United States

Certificate Number:
2016-129925

Date Filed:
10/27/2016

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

Date Acknowledged:
10/28/16

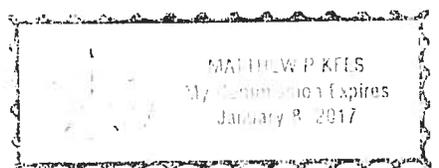
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1528
SOFTWARE MAINTENANCE

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.



Nicole Adams
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicole Adams, this the 27 day of Oct, 2016, to certify which, witness my hand and seal of office.

Matthew P. Koops
Signature of officer administering oath

MATTHEW P. KOOPS
Printed name of officer administering oath

Notary Public
Title of officer administering oath

**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **1528**
Date: 3/27/2009

Note: This Contract has expired - the Expiration date has passed

<u>Description</u>				<u>Type</u>		<u>Reference</u>		
SOFTWARE MAINTENANCE				ANNUAL		FORMXTR: SECURE RE		
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>		<u>Tax Code</u>	<u>Contract Price</u>	
3/27/2009	10/1/2015	9/30/2016	Expired	Net Due		<Exempt>	\$ 1,800.00	
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips ----- Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>
0	No	0 0	\$ 0.00		Annual			\$ 0.00

Basis: Time Period Time Remaining: -27 days

Includes Special Instructions

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

<u>Item ID</u>	<u>Item Description</u>			<u>Reference</u>	<u>Serial Number or Qty.</u>			
SOF-AT	FORMXTR: SECURE REM FORMXTR: SECURE REMIT DOCS				RM7-TQD-53852-BEA6B			
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
6/27/2009		\$ 8,000.00	\$ 1,800.00			10/1/2015		Yes

AGENDA ITEM #38.b.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 10-19-2016		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: Tax Office				5. Department Contact: Cheryl E. Johnson			
6. Description: Annual Maintenance Agreement (1 Canon DR 4010c Scanner)							
7. IFAS PEID No: 710840		8. IFAS Req No:		9. Orgkey: 2107-151552		10. Object Code: 5423701	
11. Vendor: Technique Data Systems				12. Vendor Contract No: 1527			
13. Requested Legal Review: Yes / No (Explain if No) <input checked="" type="radio"/> 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 Contracts	5423000 5423701	2,375	575.00				
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/16		Auto Renewal Contract: Yes <input checked="" type="radio"/> No		Bid No: N/A			
Contract End Date: 9/30/17		Contract # Issued By Purchasing: CM17044					

~~* No HB1295~~

Expense Budgeted in 5423000/55

Approved By:	Signature	Date
Department Head:	Cheryl E. Johnson for Mrs. Johnson	10/26/16
Purchasing Agent:	[Signature]	10-26-16
County Legal:	[Signature]	10/27/2016
Contract listed in Budget Documentation YES NO		
County Budget Office:	[Signature]	10/28/16
Budget Available and Funds are/will be Available <input checked="" type="radio"/> YES NO		
County County Auditor:	[Signature]	10/28/16



**TECHNIQUE
DATA SYSTEMS**

Invoice

Invoice Number: 045721
 Invoice Date: Aug 25, 2016
 Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040
 Fax: (972) 722-6052
 www.techdatasystems.com

Sold To:
 GALVESTON COUNTY VOTER OFFICE
 ATTN: SHERYL SWIFT
 PO BOX 1169
 GALVESTON, TX 77553-1169

Ship to:
 TAX ASSESSOR COLLECTOR
 722 MOODY
 GALVESTON, TX 77550-2317

Customer ID
 GALVESTON COUNTY AUD

Customer PO

Payment Terms
 Net Due

Sales Rep ID

Shipping Method
 UPS GROUND

Ship Date

Due Date
 9/25/16

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF ANNUAL MAINTENANCE AGREEMENT CONTRACT 1527 EFFECTIVE 10/1/16 - 9/30/17 (1 CANON DR 4010C DOC SCANNER)	575.00	575.00

Federal Tax ID# 75-2381117

Subtotal	575.00
Sales Tax	
Freight	
Total Invoice Amount	575.00
Payment Received	
TOTAL	575.00

Check No:



**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc
 Phone: 972-772-5040 Fax: 972-722-6052
 1930 Alpha Drive, Suite 300
 Rockwall, TX 75087

Contract

No: **1527**
 Date: **3/27/2009**

<u>Description</u>				<u>Type</u>		<u>Reference</u>		
END USER EQUIPMENT				ANNUAL		CANON DR 4010C		
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>		<u>Tax Code</u>	<u>Contract Price</u>	
3/27/2009	10/1/2015	9/30/2016	Active	Net Due		<Exempt>	\$ 575.00	
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips -----</u> <u>Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>
0	No	0 0	\$ 0.00		Annual			\$ 0.00

Basis: Time Period Time Remaining: 43 days

Includes Special Instructions

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

<u>Item ID</u>	<u>Item Description</u>			<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>	
EQU-CANON DR 4010C	CANON DR 4010C DOC. SCANNER				DW304972			
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
6/27/2009		\$ 3,500.00	\$ 575.00			10/1/2015		Yes

Contact: Mr. Vance Ready Phone: (409) 766-2474

INTERNAL

700722

PR#: CR ~~700190~~

PO#: _____

PEID #: 710840 SELECTED ADDRESS CODE: 151500

PAYEE NAME: Technique Data Systems

REIMBURSEMENT SELECTION CHOICES

MILEAGE: _____ X _____ = \$ _____

HOTEL: \$ _____

MEALS: \$ _____

OTHER: \$ 575.00 (Renewal of Annual Maintenance Agreement Contract 1527
10/1/16-9/30/17)
DESCRIPTION

“OTHER” MAY BE USED FOR A MISCELLANEOUS REIMBURSEMENT OR PRIORITY PO AND DOES NOT HAVE TO BE TRAVEL RELATED EXPENSE.

GRAND TOTAL: \$ 575.00

NOTES

RETURN TO: Teri Janik or Emily Hudler

Cheryl E. Johnson
DEPARTMENT HEAD SIGNATURE

2107-151552-5423701
ACCOUNT NUMBER

Cheryl E. Johnson, RTA
PRINTED NAME

Tax Office
DEPARTMENT NAME

09/07/2016
DATE

Need copy of check ASAP so that reimbursement from S&S is accomplished timely *CEJ 9/7/16*

CM17044

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: 2016-129922

Date Filed: 10/27/2016

Date Acknowledged: 10/28/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Technique Data Systems, Inc. ROCKWALL, 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

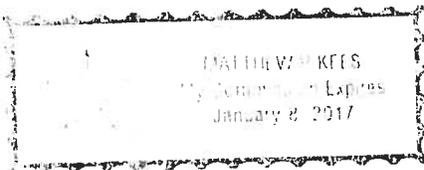
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 1527 EQUIPMENT MAINTENANCE

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), Nature of interest (Controlling, Intermediary). The table is currently empty.

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

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



Signature of authorized agent of contracting business entity: Nicole Adams

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicole Adams, this the 27 day of Oct, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath: MATTHEW P. HOOS

Title of officer administering oath: Notary Public

**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **1527**
Date: 3/27/2009

Note: This Contract has expired - the Expiration date has passed

<u>Description</u>				<u>Type</u>		<u>Reference</u>			
END USER EQUIPMENT				ANNUAL		CANON DR 4010C			
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>		<u>Tax Code</u>		<u>Contract Price</u>	
3/27/2009	10/1/2015	9/30/2016	Expired	Net Due		<Exempt>		\$ 575.00	
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips ----- Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>	
0	No	0 0	\$ 0.00		Annual			\$ 0.00	

Basis: Time Period Time Remaining: -27 days

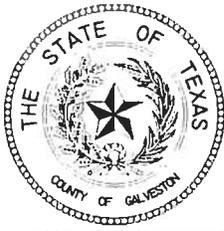
Includes Special Instructions

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

<u>Item ID</u>	<u>Item Description</u>			<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>	
EQU-CANON DR 4010C	CANON DR 4010C DOC. SCANNER				DW304972			
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
6/27/2009		\$ 3,500.00	\$ 575.00			10/1/2015		Yes

Contact: Mr. Vance Ready Phone: (409) 766-2474

AGENDA ITEM #38.c.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 10-19-2016		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes No		
4. Department Name: Tax Office				5. Department Contact: Cheryl E. Johnson			
6. Description: Annual Maintenance Agreement (2 canon CR-190i Scanner)							
7. IFAS PEID No: 710840		8. IFAS Req No:		9. Orgkey: 1101 151500		10. Object Code: 5423000	
11. Vendor: Technique Data Systems				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
Maint & Repairs Equipment	5423000	850	850				
22. Totals:			850				
To Be Completed By Purchasing Department							
Contract Start Date: 11/1/16		Auto Renewal Contract: Yes No		Bid No: N/A			
Contract End Date: 10/31/17		Contract # Issued By Purchasing: CM17043					

~~* NO 1181295~~

Approved By:	Signature	Date
Department Head:	Cheryl E. Johnson <i>Cheryl E. Johnson</i>	10/25/16
Purchasing Agent:	<i>[Signature]</i>	10-26-16
County Legal:	<i>[Signature]</i>	10/27/2016
Contract listed in Budget Documentation <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
County Budget Office:	<i>[Signature]</i>	10/28/16
Budget Available and Funds are/will be Available. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
County Auditor:	<i>[Signature]</i>	10/28/16



**TECHNIQUE
DATA SYSTEMS**

Invoice

Invoice Number: 045855
 Invoice Date: Sep 12, 2016
 Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040
 Fax: (972) 722-6052
 www.techdatasystems.com

Sold To:

GALVESTON COUNTY TAX OFFICE
 ATTN: SHERYL SWIFT 2ND FLOOR
 722 MOODY AVE 21ST STREET
 GALVESTON, TX 77553

Ship to:

GALVESTON COUNTY TAX OFFICE
 ATTN: SHERYL SWIFT 2ND FLOOR
 722 MOODY AVE 21ST STREET
 GALVESTON, TX 77553

Customer ID

GALVESTON COUNTY TAX

Customer PO

Payment Terms

Due at end of Month

Sales Rep ID

Shipping Method

UPS GROUND

Ship Date

Due Date

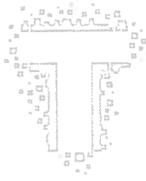
9/30/16

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF ANNUAL MAINTENANCE AGREEMENT CONTRACT 2480 EFFECTIVE 11/1/16 - 10/31/17 (2 CANON CR-190 CHECK SCANNERS)	850.00	850.00

Federal Tax ID# 75-2381117

Subtotal	850.00
Sales Tax	
Freight	
Total Invoice Amount	850.00
Payment Received	
TOTAL	850.00

Check No:



**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **2480**
Date: 9/27/2012

<u>Description</u>				<u>Type</u>			<u>Reference</u>		
END USER EQUIPMENT				ANNUAL					
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>		<u>Tax Code</u>		<u>Contract Price</u>	
9/27/2012	11/1/2015	10/31/2016	Active			DALLAS		\$ 850.00	
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips ----- Included - Remaining</u>		<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>
0	No	0 0		\$ 0.00		Annual			\$ 0.00

Basis: Time Period Time Remaining: 53 days

Includes Special Instructions

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
EQU-CANON CR-190i	CANON CR-190i DUPLEX 190PPM 200DPI					FG306273		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
12/31/2012		\$ 2,495.00	\$ 425.00			11/1/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
EQU-CANON CR-190i	CANON CR-190i CHECK SCANNER					FG325885		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
		\$ 2,545.00	\$ 425.00			11/23/2011		Yes

INTERNAL

PR#: CR700718

PO#: _____

PEID #: 710840 SELECTED ADDRESS CODE: 151500

PAYEE NAME: Technique Data Systems

REIMBURSEMENT SELECTION CHOICES

MILEAGE: _____ X _____ = \$ _____

HOTEL: \$ _____

MEALS: \$ _____

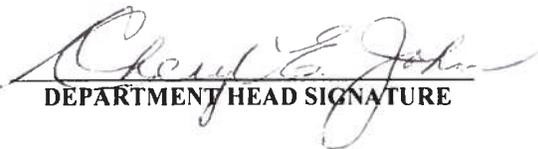
OTHER: \$ 850.00 (Renewal of Annual Maintenance Agreement 2-Canon CR-190
DESCRIPTION)

“OTHER” MAY BE USED FOR A MISCELLANEOUS REIMBURSEMENT OR PRIORITY PO AND DOES NOT HAVE TO BE TRAVEL RELATED EXPENSE.

GRAND TOTAL: \$ 850.00

NOTES

RETURN TO: Teri Janik or Emily Hudler


DEPARTMENT HEAD SIGNATURE

1101151500-5423000
ACCOUNT NUMBER

Cheryl E. Johnson, RTA
PRINTED NAME

Tax Office
DEPARTMENT NAME

10/19/2016
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: 2016-129919

Date Filed: 10/27/2016

Date Acknowledged: 10/28/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Technique Data Systems, Inc. ROCKWALL, 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

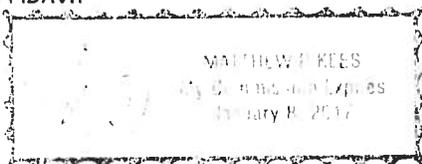
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 2480 EQUIPMENT MAINTENANCE

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), and Nature of interest (Controlling/Intermediary). The table is currently empty.

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

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



Signature of Nicole Adams

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicole Adams, this the 27 day of Oct 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath: Matthew P. Kees

Title of officer administering oath: Notary Public

**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc
 Phone: 972-772-5040 Fax: 972-722-6052
 1930 Alpha Drive, Suite 300
 Rockwall, TX 75087

Contract

No: **2480**
 Date: 9/27/2012

<u>Description</u>				<u>Type</u>			<u>Reference</u>		
END USER EQUIPMENT				ANNUAL					
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>			<u>Tax Code</u>	<u>Contract Price</u>	
9/27/2012	11/1/2015	10/31/2016	Active				DALLAS	\$ 850.00	
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips ----- Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>	
0	No	0 0	\$ 0.00		Annual			\$ 0.00	

Basis: Time Period Time Remaining: 4 days

Includes Special Instructions

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u> or <u>Qty.</u>		
EQU-CANON CR-190i	CANON CR-190i DUPLEX 190PPM 200DPI					FG306273		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
12/31/2012		\$ 2,495.00	\$ 425.00			11/1/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u> or <u>Qty.</u>		
EQU-CANON CR-190i	CANON CR-190i CHECK SCANNER					FG325885		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
		\$ 2,545.00	\$ 425.00			11/23/201		Yes

AGENDA ITEM #38.d.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department			
1. Date of Request: 10-19-2016	2. Contract Type: Expense Revenue Other	3. Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No	
4. Department Name: Tax Office		5. Department Contact: Cheryl E. Johnson	
6. Description: Annual Software Maintenance Agreement (Secure Remit)			
7. IFAS PEID No: 710840	8. IFAS Req No:	9. Orgkey:	10. Object Code:
11. Vendor: Technique Data Systems		12. Vendor Contract No:	
13. Requested Legal Review: Yes / <input checked="" 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
Other Contract Services	5481000	32000	3500				
22. Totals:			3500				

To Be Completed By Purchasing Department		
Contract Start Date: 10/2/16	Auto Renewal Contract: Yes <input checked="" type="radio"/> No	Bid No: N/A
Contract End Date: 10/1/17	Contract # Issued By Purchasing: CM17042	

* ~~NO FIB 1275~~

Approved By:	Signature	Date
Department Head:	<i>Cheryl E. Johnson</i> ^{Sheryl R. Sauer} for Mrs. Johnson	10/20/16
Purchasing Agent:	<i>[Signature]</i>	10-26-16
County Legal:	<i>[Signature]</i>	10/27/2016
Contract listed in Budget Documentation <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Budget Office:	<i>[Signature]</i>	10/28/16
Budget Available and Funds are/will be Available <input checked="" type="radio"/> YES <input type="radio"/> NO		
County County Auditor:	<i>[Signature]</i>	10/28/16



TECHNIQUE
DATA SYSTEMS

Invoice

Invoice Number: 045854
 Invoice Date: Sep 12, 2016
 Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040
 Fax: (972) 722-6052
 www.techdatasystems.com

Sold To:

GALVESTON COUNTY TAX OFFICE
 ATTN: SHERYL SWIFT 2ND FLOOR
 722 MOODY AVE 21ST STREET
 GALVESTON, TX 77553

Ship to:

GALVESTON COUNTY TAX OFFICE
 ATTN: SHERYL SWIFT 2ND FLOOR
 722 MOODY AVE 21ST STREET
 GALVESTON, TX 77553

Customer ID

GALVESTON COUNTY TAX

Customer PO

Payment Terms

Due at end of Month

Sales Rep ID

Shipping Method

UPS GROUND

Ship Date

Due Date

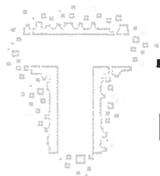
9/30/16

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF ANNUAL SOFTWARE MAINTENANCE AGREEMENT CONTRACT 2485 EFFECTIVE 10/2/16 - 10/1/17 (TDS SECURE REMIT)	3,500.00	3,500.00

Federal Tax ID# 75-2381117

Subtotal	3,500.00
Sales Tax	
Freight	
Total Invoice Amount	3,500.00
Payment Received	
TOTAL	3,500.00

Check No:



**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **2485**

Date: 10/2/2012

<u>Description</u>				<u>Type</u>		<u>Reference</u>		
SOFTWARE MAINTENANCE				ANNUAL				
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>		<u>Tax Code</u>		<u>Contract Price</u>
10/2/2012	10/2/2015	10/1/2016	Active			DALLAS		\$ 3,500.00
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips ----- Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>
0	No	0 0	\$ 0.00		Annual			\$ 0.00

Basis: Time Period Time Remaining: 23 days

Includes: Special Instructions

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT ACH DEPOSIT	ACH DEPOSIT							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 1,500.00	\$ 300.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT CAR/LAR	CAR/LAR							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 1,200.00	\$ 1,200.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT MULTI USER UP	MULTI USER UPGRADE							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 2,000.00	\$ 600.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT REMIT TIER 2	TDS SECURE REMIT TIER 2 100,000 ITEM:					RG2-TQD-47D70-BD1D4		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 6,450.00	\$ 1,400.00			10/2/2015		Yes

CM17042

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:
2016-129916

Date Filed:
10/27/2016

Date Acknowledged:
10/28/16

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

Technique Data Systems, Inc.
Rockwall, 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.

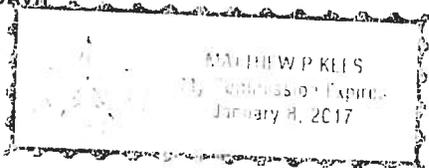
2485
SECURE REMIT SOFTWARE MAINTENANCE

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.



Nicole Adams

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicole Adams, this the 27 day of Oct, 2016, to certify which, witness my hand and seal of office.

Matthew P. Keos
Signature of officer administering oath

Matthew P. Keos
Printed name of officer administering oath

Notary Public
Title of officer administering oath

**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **2485**
Date: 10/2/2012

Note: This Contract has expired - the Expiration date has passed

<u>Description</u>				<u>Type</u>		<u>Reference</u>			
SOFTWARE MAINTENANCE				ANNUAL					
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>		<u>Tax Code</u>		<u>Contract Price</u>	
10/2/2012	10/2/2015	10/1/2016	Expired			DALLAS		\$ 3,500.00	
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips ----- Included - Remaining</u>	<u>-----</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>
0	No	0 0		\$ 0.00		Annual			\$ 0.00

Basis: Time Period Time Remaining: -26 days

Includes Special Instructions

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT ACH DEPOSIT	ACH DEPOSIT							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 1,500.00	\$ 300.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT CAR/LAR	CAR/LAR							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 1,200.00	\$ 1,200.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT MULTI USER UP	MULTI USER UPGRADE							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 2,000.00	\$ 600.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT REMIT TIER 2	TDS SECURE REMIT TIER 2 100,000 ITEM:					RG2-TQD-47D70-BD1D4		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 6,450.00	\$ 1,400.00			10/2/2015		Yes

AGENDA ITEM #39.a.

Re



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



November 1, 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>
P508694	\$7,209.28	Over Payment
R159951	\$2,880.00	Over Payment
R386936	\$4,161.18	Over Payment
R520836	\$5,555.52	Over Payment

Sincerely,

Cheryl E. Johnson, PCC

AGENDA ITEM #40.



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

To Be Completed By Department							
1. Date of Request: 11-2-16		2. Contract Type: Expense Revenue <input checked="" type="radio"/> Other			3. Renewal Contract: Yes/No <input checked="" type="radio"/> No		
4. Department Name: Professional Services				5. Department Contact: David M Delan			
6. Description:							
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey:		10. Object Code:	
11. Vendor:				12. Vendor Contract No:			
13. Requested Legal Review: Yes/No (Explain if No) <input checked="" type="radio"/> 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
		Bond Refunding					
22. Totals:		-	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date:		Auto Renewal Contract: Yes/No		Bid No:			
Contract End Date:		Contract # Issued By Purchasing:		Form 1295 Certificate #:			

Approved By:	Signature	Date
Department Head:		11/2/16
Purchasing Agent:		
County Legal:		11/02/2016
Contract Listed in Budget Documentation: YES NO		
County Budget Office:		11/02/16
Budget Available and Funds are/will be Available. <input checked="" type="radio"/> YES NO		
County Auditor:		11/2/16

ORDER AUTHORIZING THE ISSUANCE OF GALVESTON COUNTY,
TEXAS LIMITED TAX REFUNDING BONDS; SETTING CERTAIN
PARAMETERS FOR THE BONDS; AUTHORIZING THE COUNTY JUDGE
TO APPROVE THE TERMS THEREOF AND CERTAIN OTHER
PROCEDURES AND PROVISIONS RELATED THERETO

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS, Galveston County, Texas (the "County") has heretofore issued its General Obligation Refunding Bonds, Series 2007; and

WHEREAS, the County desires to refund a portion of said bonds (the "Refunded Bonds") in advance of their maturities, as more particularly described in the Officer's Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the County to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the County desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the County, to pay the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, pursuant to Section 1207.007, Texas Government Code, the County desires to delegate the authority to effect the sale of the Bonds to the County Judge; Now, therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS:

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

It is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a present value savings in the debt service payable by the County, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds, and that the issuance of the refunding bonds is in the best interests of the County.

2. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

“Act” means Chapter 1207, Texas Government Code.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the County, the Registrar and DTC.

“Bond Purchase Agreement” means the agreement between the County and the Underwriter described in Section 4(e) of this Order.

“Bonds” means the Galveston County, Texas Limited Tax Refunding Bonds, Series ____¹____, authorized in this Order, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

“Capital Appreciation Bonds” means those Bonds bearing compound interest at the rate set out in the Officer’s Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer’s pricing Certificate, payable only at maturity.

“Closing Date” means the date of delivery of the Bonds to the Underwriter.

“Code” means the Internal Revenue Code of 1986, as amended.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“County Judge” means Mark Henry, or any successor in that office designated by the Commissioners Court.

“Current Interest Bonds” mean those Bonds on which interest is paid semiannually on the Interest Payment Dates.

¹ Insert from Officer’s Pricing Certificate.

“Debt Service Fund” means the interest and sinking fund for payment of the Bonds established by the County in Section 19 of this Order.

“County” means the Galveston County, Texas.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Escrow Agent” means U.S. Bank National Association, and any successor in that capacity.

“Escrow Agreement” means the agreement between the County and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds.

“Initial Bonds” mean the Initial Current Interest Bond and, if necessary, the Initial Capital Appreciation Bond.

“Initial Capital Appreciation Bond” means the Initial Capital Appreciation Bond authorized by Section 4(b)(ii).

“Initial Current Interest Bond” means the Initial Current Interest Bond authorized by Section 4(b)(i).

“Interest Payment Date”, when used in connection with any Current Interest Bond, means the semiannual payment dates, until maturity or earlier redemption, commencing on the initial interest payment date all as set forth in the Officer’s Pricing Certificate.

“Officer’s Pricing Certificate” means a certificate signed by the Pricing Officer and containing the information regarding the Bonds specified herein.

“Order” as used herein and in the Bonds means this order authorizing the Bonds.

“Owner” means any person who shall be the registered owner of any outstanding Bond.

“Pricing Officer” means the County Judge of the County.

“Record Date” means, for any Interest Payment Date, the fifteenth day of the month next preceding each Interest Payment Date unless otherwise set forth in the Officer’s Pricing Certificate.

“Refunded Bonds” mean the County’s General Obligation Refunding Bonds, Series 2007 selected to be refunded by the Officer’s Pricing Certificate.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“Registrar” means U.S. Bank National Association, and its successors in that capacity.

“Report” means either: (a) a report of The Arbitrage Group, Inc. or of one or more certified public accountants or from a firm thereof, verifying the accuracy of certain mathematical computations relating to the Bonds and the refunding of the Refunded Bonds, or (b) a sufficiency certificate of the District’s Financial Advisor or the Registrar.

“Underwriter” means the purchaser or purchasers of the Bonds identified in the Officer’s Pricing Certificate.

3. Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, not to exceed [\$75,000,000] for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly the Act.

4. Delegation of Authority. As authorized by Section 1207.007, Texas Government Code, the County Judge of the County are hereby designated as Pricing Officer’s authorized to act on behalf of the County through a date 180-days from the date of this Order, in selling and delivering the Bonds, subject to the conditions and carrying out the other procedures as set forth below:

(a) Designation. The Bonds shall be designated as “GALVESTON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES ² ”.

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds.

(i) The Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1. Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) The Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer’s Pricing Certificate. The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1. Capital Appreciation Bonds delivered on transfer of or in exchange for

² Insert from Officer’s Pricing Certificate.

other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) Date, Denomination, Interest Rates, and Maturities. The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate. The Current Interest Bonds shall be payable on each Interest Payment Date.

(d) Selling and Delivering Bonds. The Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including, without limitation, the date on and price at which the Bonds will be sold, the issuance date and dated date therefor, the designation or title by which the Bonds shall be known, designation of all or any of the Bonds as tax-exempt or taxable bonds or convertible from taxable to tax-exempt; whether particular Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, the years in which the Bonds will mature, the aggregate principal amount of the Bonds, the principal amount or Maturity Amount, as appropriate, to mature in each year of maturity, the rate or rates of interest to be borne by each such maturity, the Interest Payment Dates for the Current Interest Bonds, the Record Date, any redemption provisions applicable thereto (including optional and mandatory sinking fund redemption provisions), the selection of the Refunded Bonds, and all other matters relating to the issuance, sale and delivery of the Bonds, including procuring bond insurance with one or more bond insurers, if any, and the refunding of the Refunded Bonds, including establishing the date or dates of redemption for and effecting the redemption of the Refunded Bonds, all of which shall be specified in the Officer's Pricing Certificate; provided that:

- (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the bonds plus, if applicable, accrued interest thereon from their date to their delivery;
- (ii) the net effective interest rates on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;
- (iii) the sum of the principal amounts of the Bonds may not exceed the maximum principal amount authorized in Section 3 hereof;

- (iv) the sum of the principal amounts of the Bonds, plus net premium thereon, plus other available funds of the County (if necessary), must be sufficient to provide amounts necessary to fund the costs and expenses of refunding the Refunded Bonds and the estimated costs of issuance of the Bonds, including underwriter's discount; and
- (iv) the net present value savings in debt service resulting from the refunding of the Refunded Bonds shall be at least [7.00%] as shown by a table of calculations prepared by the County's financial advisor and attached to the Officer's Pricing Certificate.

(e) Sale; Bond Purchase Agreement. The Bonds shall be sold and delivered to the Underwriter at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery (if applicable), in accordance with the terms of a Bond Purchase Agreement to be approved by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the County, and the Pricing Officer and all other officers, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(f) Use of Proceeds. Except as otherwise provided in the Officer's Pricing Certificate, proceeds from the sale of the Bonds shall, promptly upon receipt by the County, be applied as follows:

- (i) If applicable, accrued interest in the amount of \$_____ ³ and, if necessary, net premium on the Bonds in the amount of \$_____ ⁴, shall be deposited into the Debt Service Fund.
- (ii) Net premium in the amount of \$_____ ⁵ shall be used to pay the Underwriter's discount.
- (iii) Net premium in the amount of \$_____ ⁶ shall be used to pay the costs of issuance.
- (iv) Bond proceeds in the amount of \$_____ ⁷ (including net premium in the amount of \$_____ ⁸), together with other

³ Insert from Officer's Pricing Certificate.

⁴ Insert from Officer's Pricing Certificate.

⁵ Insert from Officer's Pricing Certificate.

⁶ Insert from Officer's Pricing Certificate.

⁷ Insert from Officer's Pricing Certificate.

available funds of the County, if necessary, shall be applied to establish an escrow fund to refund the Refunded Bonds, as more fully provided in Section 23 below, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

5. Execution and Registration of Bonds. (a) The Bonds shall be signed by the County Judge and countersigned by the County Clerk, by their manual, lithographed, or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the County had been manually impressed upon each of the Bonds.

(b) If any officer of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the County, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bond and definitive Bonds shall be delivered to DTC.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment

⁸ Insert from Officer's Pricing Certificate.

office of the Registrar, in Dallas, Texas. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Successor Registrars. The County covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds. The County reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Book-Entry Only System. (a) The Initial Bonds shall be registered in the name of the Underwriter, unless otherwise specified in the Officer's Pricing Certificate. Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds.

Notwithstanding any other provision of this Order to the contrary, the County and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the County, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

12. Ownership; Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this

Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The County or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County.

14. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The County or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

15. Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Bonds.

16. Optional and/or Mandatory Redemption; Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in the Officer's Pricing Certificate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Except as otherwise may be set forth in the Officer's Pricing Certificate, the Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

17. Forms. The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's Authentication Certificate and the form of Assignment, shall be, substantially as follows, with such additions, deletions and variations as may be required by the Pricing Officer, necessary or desirable and not prohibited by this Order:

(a) Form of Current Interest Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER

REGISTERED
DENOMINATION
\$ _____

GALVESTON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES _____⁹

INTEREST RATE:

MATURITY DATE:

_____¹⁰

DATED DATE:

_____¹¹

CUSIP:

⁹ Insert from Officer's Pricing Certificate.

¹⁰ Insert from Officer's Pricing Certificate.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U.S. Bank National Association, in Dallas, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from _____¹² _____, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____¹³ and _____¹⁴ beginning on _____¹⁵ _____, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the [fifteenth day]¹⁶ of the month next preceding each interest payment date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$ _____¹⁷ (the "Bonds"), issued for the purpose refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County. [The Bonds are issued as (i) Bonds in the aggregate principal amount of \$ _____¹⁸ which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of \$ _____¹⁹ which pay interest semiannually until maturity or earlier redemption.]²⁰

¹¹ Insert from Officer's Pricing Certificate.

¹² Insert from Officer's Pricing Certificate.

¹³ Insert from Officer's Pricing Certificate.

¹⁴ Insert from Officer's Pricing Certificate.

¹⁵ Insert from Officer's Pricing Certificate.

¹⁶ If necessary, update as required by Officer's Pricing Certificate.

¹⁷ Insert from Officer's Pricing Certificate.

¹⁸ Insert from Officer's Pricing Certificate.

¹⁹ Insert from Officer's Pricing Certificate.

²⁰ Remove bracketed language if there are no CABs.

THE COUNTY RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____²¹, in whole or from time to time in part, in integral multiples of \$5,000, on _____²², or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the County shall select the Bonds to be redeemed.²³

[If applicable, mandatory redemption language]²⁴

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.²⁵

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

²¹ Insert from Officer's Pricing Certificate.

²² Insert from Officer's Pricing Certificate.

²³ Remove paragraph if bonds are not callable per Officer's Pricing Certificate.

²⁴ Insert from Officer's Pricing Certificate.

²⁵ Remove paragraph if bonds are not callable per Officer's Pricing Certificate.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

GALVESTON COUNTY, TEXAS

County Judge

County Clerk

(b) Form of Capital Appreciation Bonds (if required).

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER

REGISTERED
MATURITY

\$ _____

GALVESTON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES _____²⁶

MATURITY DATE:

ISSUANCE DATE:

²⁷

CUSIP:

²⁶ Insert from Officer's Pricing Certificate.

²⁷ Insert from Officer's Pricing Certificate.

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U.S. Bank National Association, in Dallas, Texas (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of this Bond is _____²⁸_____, but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per \$5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each _____²⁹_____ and _____³⁰_____ is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$_____³¹_____ the "Bonds"), issued for the purpose of refunding the Refunded Bonds under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County. The Bonds are issued as (i) Bonds in the aggregate principal amount of \$_____³²_____ which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of \$_____³³_____ which pay interest semiannually until maturity or earlier redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, in Dallas, Texas, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject

²⁸ Insert from Officer's Pricing Certificate.

²⁹ Insert from Officer's Pricing Certificate.

³⁰ Insert from Officer's Pricing Certificate.

³¹ Insert from Officer's Pricing Certificate.

³² Insert from Officer's Pricing Certificate.

³³ Insert from Officer's Pricing Certificate.

to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

GALVESTON COUNTY, TEXAS

County Judge

County Clerk

TABLE OF ACCRETED VALUES

The Accreted Value per \$5,000 of Maturity Amount of the Capital Appreciation Bonds is as follows:³⁴

(c) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

³⁴ Insert from Officer's Pricing Certificate.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Order described in the text of this Bond.

U.S. Bank National Association

By _____
Authorized Signature
Date of Authentication _____

(e) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner
NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration,

NOTICE: Signature must be guaranteed

by a member firm of the New York Stock Exchange or a commercial bank or trust company.

enlargement or change whatsoever.

(f) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c) and (e) of this Section, except for the following alterations:

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above," and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words "on the maturity date specified above" shall be deleted, and the words "the Maturity Amount identified above" shall be replaced with "the Maturity Amounts shown in the schedule below".

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

18. CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

19. Debt Service Fund; Tax Levy. A special fund to be designated "Galveston County, Texas Limited Tax Refunding Bonds, Series _____³⁵, Debt Service Fund" is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid,

³⁵ Insert from Officer's Pricing Certificate.

there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other County taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the County, sufficient to pay the interest on the Bonds as the same becomes due, and to create and provide a sinking fund of not less than 2% of the principal amount of the Bonds or of not less than the amount required to pay each installment of the principal of the Bonds as the same matures, which is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

To pay the debt service coming due on any Bonds issued prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

20. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the County under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the County under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

21. Further Proceedings. After the Initial Bonds have been executed, it shall be the duty of the County Judge and other appropriate officials and agents of the County to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Bonds have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

22. Covenants to Maintain Tax Exempt Status. If the Bonds are issued as tax-exempt bonds or during any period the Bonds are tax-exempt:

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series or sub-series of the Bonds or other obligations of the County is the respective date on which such series or sub-series of the Bonds or other obligations of the County is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The County shall not use, permit the use of or omit to use Gross Proceeds of the Bonds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the County shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the County shall, at all times after the Issue Date of any Bond and prior to the last stated maturity of the Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the County shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the County shall not, at any time prior to the earlier of the final stated maturity or final payment of the Bonds, directly or indirectly invest Gross Proceeds of the Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The County shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Bonds on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the County shall:

(i) account for all Gross Proceeds of the Bonds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The County may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money of the County, provided that the County separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The County shall maintain a copy of such calculations for at least three years after the final Computation Date,

(iii) as additional consideration for the purchase of the Bonds by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the County shall not, at any time after the Issue Date of the Bonds and prior to the earlier of the final stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Not Hedge Bonds. The County did not invest more than 50 percent of the Proceeds of the Refunded Bonds, and will not invest more than 50 percent of the proceeds of the Bonds, in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Bonds, the County will reasonably expect, and on the Issue Date of the Refunded Bonds, the County reasonably expected, that at least

85 percent of the Net Sale Proceeds of the Bonds and Refunded Bonds, respectively, would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series..

23. Escrow Agreement. If required, the discharge and defeasance of the Refunded Bonds may be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the County and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the County by the Underwriter, which shall be certified as to mathematical accuracy by the Report, (b) to maximize the County's present value savings and/or to minimize the County's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order, and the County Judge is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and the County Clerk or the Deputy County Clerk is hereby authorized to attest thereto.

24. Purchase of Escrowed Securities. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the County Judge and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

25. Redemption Prior to Maturity of Refunded Bonds. The County has irrevocably exercised its option to call the bonds of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit B attached to the Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the order authorizing the issuance of such bonds.

26. Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access system.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission

(a) Annual Reports. The County will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the EMMA system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 27 of this Order in

Tables 1 through 7 and 9 through 14 and in APPENDIX A. The County will update and provide this information within six months after the end of each fiscal year.

If the County changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on EMMA or filed with the SEC, as permitted by the Rule. The updated information will include audited financial statements, if the County commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the County will provide unaudited financial statements by the required time and audited financial statements when and if such audited statements become available. Any such financial statements will be prepared in accordance with the accounting principles described in APPENDIX A of the final Official Statement authorized by Section 27 of this Order or such other accounting principles as the County may require to employ from time to time pursuant to State law or regulation.

(b) Material Event Notices. The County shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten business (10) days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the County;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes, any event described in the immediate preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding Under States Bankruptcy Code or any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Texas law that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the County, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Bonds consent to such amendment or (b) a person unaffiliated with the County (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If any such amendment is made, the County will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

27. Official Statement. The County hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriter is hereby approved and authorized and the proper officials of the County are authorized to sign such Official Statement.

28. Related Matters. To satisfy in a timely manner all of the County's obligations under this Order and the Bond Purchase Agreement, the County Judge, the County Clerk or the Deputy County Clerk, and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the County's obligations under the Bond Purchase Agreement and this Order and to direct the application of funds of the County consistent with the provisions of this Order.

29. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the County are hereby authorized to execute such agreement for and on behalf of the County.

30. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Bonds.

31. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED this _____ day of _____, 2016.

County Judge
Galveston County, Texas

ATTEST:

County Clerk
Galveston County, Texas

(SEAL)

AGENDA ITEM #41.a.

CDBG Hurricane Ike Round 1 Replacement Project Engineering Assignments

Gum Bayou Detention Basin	HR Green Inc.
Willow Bayou Drainage	LJA
County Jail Water Line	Binkley and Barfield
BPSUD Elevated Water Storage Tank	Klotz
Lauderdale Dock Bayside Park	HNTB

*Note: Engineering firms will be contracted directly with the GLO not Galveston County.

AGENDA ITEM #42.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

November 2, 2016

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

Re: Bid #B161021A CDBG Round 2-Real Property Sales-August 2016

Gentlemen,

On October 20, 2016, proposals were opened for Bid #B161021A, Round 2-Real Property Sales-August 2016, at which time one (1) bid submittal was received from the City of Texas City.

It is requested that the listed properties be sold to the City of Texas City:

- | | |
|--|-------------------|
| • 1304 3 rd Ave S, Texas City | \$1,850.00 |
| • 1102 6 th Ave N, Texas City | \$5,500.00 |
| • 712 1 st Ave N, Texas City | \$5,000.00 |

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

BID #: B161021A
OPEN: 10/20/2016
2:15 P

BID SHEET

CDBG Round 2 Real Property Sales-August 2016

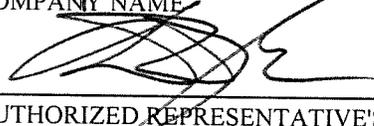
GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 12,350

OPTIONS TO RENEW No Extensions/Non-Applicable

George Fuller
WITNESS
10/20/2016
DATE

CITY OF Texas City
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE
Matthew T. Doyle
PRINTED NAME
Mayor
TITLE

PO Box 2608
CORRESPONDENCE ADDRESS
Texas City, TX 77590
CITY, STATE ZIP CODE

1801 9th Avenue N.
REMIT ADDRESS
Texas City, TX 77590
CITY, STATE ZIP CODE

74-0002384
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

409-643-5905
TELEPHONE NUMBER

409-942-1073
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID #: B161021A
 OPEN: 10/20/2016
 2:15 P

CDBG Round 2 Real Property Sales-August 2016

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	95826	1304 3rd Ave S, Texas City - Lot Eight (8), in Block Forty-Seven (47), of Kohfeldt's Addition to Texas City, a subdivision in Galveston County, Texas according to the map or plat thereof as recorded in Volume 247, Page 16, later transferred to Plat Record 14, Map Number 47, of the Map Records in the Office of the County Clerk of Galveston County, Texas (Minimum Bid \$1,850.00)	1	EA		\$ 1,850.00	\$ 1,850.00
0002	95826	1102 6th Ave N, Texas - Lot Ten (10), in Block Three (3), of Chelsea Manor, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Volume 254-A, Page 54, transferred to Map Record 3, Page 49, in the office of the County Clerk of Galveston County, Texas (Minimum Bid \$5,500.00).	1	EA		\$ 5,500.00	\$ 5,500.00

LINE ITEM DETAIL

BID #: B161021A
 OPEN: 10/20/2016
 2:15 P

CDBG Round 2 Real Property Sales-August 2016
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0003	95826	712 1st Ave N, Texas City - Lots Eleven (11) and Twelve (12), in Block One Hundred Eighty-Six (186), of Texas City Second Division, a subdivision in Galveston County, Texas according to the map or plat thereof as recorded in Volume 134, Page 12, later transferred to Plat Record 10, Map Number 33, of the Map Records in the office of the County Clerk of Galveston County, Texas. (Minimum Bid \$5,000.00)	1	EA		\$ 5,000.00	\$ 5,000.00
Extended Price Total of all Items:							\$ 12,350.00

County of Galveston Bid Tab Report

Bid Header Bid Number: B161021A

Open: 10/20/2016						
					Vendor: 403085	
					CITY OF TEXAS CITY	
Item #	Product Code	Description	Qty	Units	Unit Price	Extended
0001	95826	1304 3rd Ave S, Texas City - Lot Eight	1	EA	1,850.00	1,850.00
0002	95826	1102 6th Ave N, Texas - Lot Ten (10), in	1	EA	5,500.00	5,500.00
0003	95826	712 1st Ave N, Texas City - Lots Eleven	1	EA	5,000.00	5,000.00
Total						12,350.00

Oct 20, 2016

1

3:14:56 PM

**SPECIAL PROVISIONS
CDBG ROUND 2-REAL PROPERTY SALES-AUGUST 2016
GALVESTON COUNTY, TEXAS**

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

SCOPE:

The County of Galveston is seeking sealed bids for real property acquired by the County of Galveston through the Homeowner Opportunity Program ("HOP"). Administered through the General Land Office (GLO), the HOP provides assistance to qualified applicants whose homes were damaged or destroyed as a result of Hurricane Ike. The properties that are the subject of this invitation for bids have been cleared of any structures.

SPECIFICATIONS:

The property will be sold in accordance with Chapter 272 of the Local Government Code utilizing a sealed bid procedure. A minimum bid price has been established for each property listed. The minimum price for each property has been determined by obtaining an appraisal of each parcel of property, conducted by a licensed appraiser.

The properties are listed below:

- 1304 3rd Ave S, Texas City – Lot Eight (8), in Block Forty-Seven (47), of Kohfeldt's First Addition to Texas City, a subdivision in Galveston County, Texas According to the map or plat thereof as recorded in Volume 247, Page 16, later transferred to Plat Record 14, Map Number 47, of the Map Records in the Office of the County Clerk of Galveston County, Texas. (Minimum bid \$1,850.00).
- 1102 6th Ave N, Texas City – Lot Ten (10), in Block Three (3), of Chelsea Manor, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Volume 254-A, Page 54, transferred to Map Record 3, Page 49, in the office of the County Clerk of Galveston County, Texas. (Minimum Bid \$5,500.00).
- 712 1st Ave N, Texas City – Lots Eleven (11) and Twelve (12), in Block One Hundred Eighty-Six (186), of Texas City Second Division, a subdivision in Galveston County, Texas according to the map or plat thereof as recorded in Volume 134, Page 12, later transferred to Plat Record 10, Map Number 33, of the Map Records in the office of the County Clerk of Galveston County, Texas. (Minimum Bid \$5,000.00).

Title to the property will be transferred subject to validity existing agreements, right-of way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate that affect the Property.

BID GUARANTEE:

A bid bond is not a requirement of this solicitation request.

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 applicable to this solicitation.

RESULTANT CONTRACT:

A Resultant Contract is not a requirement of this solicitation.

AGENDA ITEM #43.a.



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

To Be Completed By Department							
1. Date of Request: 10/31/2016		2. Contract Type: Expense Revenue <input checked="" type="radio"/> Other			3. Renewal Contract: Yes / No		
4. Department Name: Road & Bridge				5. Department Contact: Lee Crowder x5707			
6. Description: Interlocal contract with the City of Kemah.							
7. IFAS PEID No: 410148		8. IFAS Req No:		9. Orgkey:		10. Object Code:	
11. Vendor: City of Kemah				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
2301 312120	5324001	\$2,217,563.00	\$16,440.60				
22. Totals:		\$2,217,563.00	\$16,440.60				
To Be Completed By Purchasing Department							
Contract Start Date: 11/8/16		Auto Renewal Contract: Yes / No		Bid No: N/A			
Contract End Date: 9/30/17		Contract # Issued By Purchasing: CM17051		Form 1295 Certificate #: N/A			

* ^{ENR} Date is ESTIMATE

Approved By:	Signature	Date
Department Head:	<i>Lee Crowder</i>	10/31/2016
Purchasing Agent:	<i>[Signature]</i>	11-1-2016
County Legal:	<i>Myrna Rengold</i>	11-1-16
Contract Listed in Budget Documentation: YES NO		
County Budget Office:	<i>[Signature]</i>	11-1-16
Budget Available and Funds are/will be Available <input checked="" type="radio"/> YES NO		
County Auditor:	<i>[Signature]</i>	11-2-16

State of Texas

§

County of Galveston

§

§

**Resolution of the Galveston County Commissioners Court
Approving Ditch Project in accordance with the Interlocal Cooperation Act
(Tex. Gov't Code § 791.014)**

On this, the 8th day of November, 2016, the Commissioners Court of Galveston County, Texas convened in a **Regularly Scheduled Meeting** with the following members present:

Mark Henry, County Judge;
Ryan L. 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, the County of Galveston (County) is authorized to enter into agreements with other local governments in accordance with the Interlocal Cooperation Act, codified at Chapter 791 of the Texas Local Government Code;

Whereas, the City of Kemah, Texas (City) has requested assistance in the excavating of specified city ditch, and casting or truck hauling the excavated material to property adjacent to the city ditch;

Whereas, the location of the ditch is located partially within the incorporated area of the City and partially within the unincorporated area of the County, and the specified length of the ditch is from Jarboe Bayou proceeding South of the detention outfall at Kemah Oaks Subdivision (approximately 3,180 linear feet);

Whereas, conducting the excavation involves work to be performed by the County;

Whereas, the Commissioners Court wishes to work cooperatively with the City to perform the repair and thus wishes to enter into a contract in conformance with requirements of the Interlocal Cooperation Act;

Whereas, the City, and the County are each a local government within the meaning of the Interlocal Cooperation Act and the requested assistance constitutes governmental functions and services within the meaning of the Interlocal Cooperation Act;

Whereas, in accordance with Section 791.014 of the Texas Government Code, before beginning a project to construct, improve, or repair a building, road, or other facility under the Interlocal Cooperation Act, the Commissioners Court must give specific written approval for the

project in a document other than the interlocal contract; and

Whereas, the Commissioners Court issues this resolution in compliance with the requirements of the Interlocal Cooperation Act.

Now Therefore, it is hereby RESOLVED, by the Commissioners Court of Galveston County, Texas, that:

- 1.) The Commissioners Court hereby **APPROVES** the project, which such location and description is stated in the findings above and within the Interlocal Contract, including without limitation Exhibit A of said Interlocal Contract;
- 2.) The Commissioners Court hereby **APPROVES** the Interlocal Contract that is attached hereto and **AUTHORIZES** the County Judge to execute said Interlocal Contract on behalf of the Commissioners Court; and
- 3.) The Commissioners Court hereby **AUTHORIZES** the County Judge to execute this **RESOLUTION** on behalf of the Commissioners Court.

Upon Motion Duly Made and Seconded, the above Resolution is hereby **ADOPTED**, on this, the 8th day of November, 2016.

COUNTY OF GALVESTON, TEXAS,
By:

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk of Galveston County, Texas

State of Texas §
County of Galveston §

**Interlocal Contract by and between
the City of Kemah and the County of Galveston**

I. Parties

This Interlocal Contract (Agreement) is entered into by and between the City of Kemah, Texas (City), and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Preamble

Whereas, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments for the provision of governmental functions or services;

Whereas, each Party to this Agreement is a local government within the meaning of the Interlocal Cooperation Act;

Whereas, the functions and services contemplated herein are governmental functions or services within the meaning of the Interlocal Cooperation Act;

Whereas, this Agreement is entered into in accordance with the Interlocal Cooperation Act;

Whereas, the location of the specified ditch is within the jurisdictional limits of the City and a portion is within the unincorporated area of the County;

Whereas, the specified outfall ditch is maintained by the City, which is in accordance with the 1992 agreement between the City and the County;

Whereas, the City has requested this one-time excavation assistance of the specified outfall ditch to assist with maintenance;

Whereas, the City has specified the work to be done and provided an approved location as a disposal site;

Whereas, the County is willing to provide this one-time excavation assistance upon the terms and conditions stated in this Agreement; and

Whereas, each Party to this Agreement wishes to enter into this Agreement to conduct the excavation project specified herein.

Now, Therefore, for and in consideration of the mutual covenants herein expressed, it is agreed as follows:

III. Terms

1. **Recitals True.** Each Party hereto represents and warrants for itself that the recitals set forth in the Preamble above are true and correct and that such recitals are not mere recitations of fact, but are also contractual terms of this Agreement.
2. **Scope/Duties/Costs.**
 - a. **Description/Location.**

The **Project** is the maintenance excavation of existing ditch and casting or truck hauling the excavated material to an adjacent property specified in the scope of work of **Exhibit A**, and the Project is further described within **Exhibit A**. **Exhibit A** is incorporated into this Agreement for all purposes.
 - b. **Costs and Services.**

The County shall provide the labor and equipment to excavate the city's ditch as listed in **Exhibit A**. The cost of excavation of for the ditch listed in Exhibit A totals **\$16,440.60**. Upon completion of the Project, the County shall invoice the City for the County's costs in conducting the Project and the City shall pay the County for the County's costs in conducting the Project; payment shall be due in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Government Code.
3. **Payments are from current revenues.** Each Party hereunder agrees that it shall make its' payments from current revenues available to the paying Party.
4. **No Third Party Beneficiary.** This Agreement inures only to the benefit of the County, and the City. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.
5. **Entirety of Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior understanding or written or oral agreement between or among the Parties representing the within subject matter. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.
6. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and venue for any action arising from or related to this Agreement shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas.
7. **Authority to Bind.**
 - a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.

- b. 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 the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
8. **Immunity Retained.** No Party herein waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants and terms contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
9. **Severability.** If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
10. **Validity/Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are 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 upon full execution and with the date of the Party that is executing last in time:

CITY OF KEMAH, TEXAS,

By: Carl Joiner
Carl Joiner, Mayor

10/21/16
Date Signed

ATTEST:

By: Carolyn Anderson
Carolyn Anderson, City Secretary

COUNTY OF GALVESTON, TEXAS,

By: _____
Mark Henry, County Judge

Date Signed

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

****Exhibit A begins following this Page****

Exhibit A

Estimate - City of Kemah

9/14/2016

Scope of Work:

Provide labor and equipment to maintenance cut the Clear Creek Flood Control effluent ditch to grade. Starting at the outfall of Jarboe Bayou proceeding landward of the dention outfall at Kemah Oaks Subdivision (3,180 ft). Ditch grades are to be provided by the City of Kemah or match existing conditions in the field. Disposal of excavated material will be casted or truck hauled to adjacnet property. Any permissions, permits or rights of entry will be obtained by the City of Kemah.

Labor:

Qty		Unit Cost	Hours	Total Cost
1	Manager	\$ 27.50	30	\$ 825.00
1	HEO III	\$ 20.48	60	\$ 1,228.80
2	HEO II	\$ 17.89	60	\$ 2,146.80
				\$ 4,200.60

Equipment:

		Unit Cost	Weekly	
1	Long 60' Excavator	\$ 3,024.00	2	\$ 6,048.00
2	Dump Truck	\$ 1,548.00	2	\$ 6,192.00
				\$ 12,240.00

TOTAL \$ 16,440.60

AGENDA ITEM #44.a.



Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Dianna Martinez
Office Coordinator

Linda Bilotta Liechty
Administrative Assistant

November 3, 2016

Ms. Barbara Railey
1302 Harborview Dr.
Galveston, Texas 77550

Ms. Alice Ann O'Donell
13357 Settegast Rd.
Galveston, Texas 77554

Brailey08@gmail.com
aodonel@utmb.edu

Delivery via US Mail and Email (Phone confirmation on 11/3/16)

Re: Tax Accounts R504476 & R116915

Mr. Railey & Ms. O'Donell

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for November 8, 2016. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Mark Henry" followed by a stylized flourish.

Mark Henry



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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



May 12, 2016

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

RE: Request for Waiver or Refund of Penalty and Interest by the Property Owner

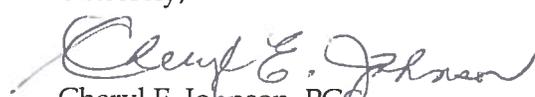
Dear Judge Henry:

The Penalty & Interest Review Committee met April 13, 2016 and based on a review of all available information, denied the following request for waiver of refund and penalty and interest. As provided by Tax Office policy, the property owner was notified of the Committee Findings and has responded within the 21 days required for Commissioner Court reconsideration.

The Committee Findings and Recommendation and Memorandum of Findings is included for your convenience.

<u>Account Number</u>	<u>Property Owner</u>	<u>Tax Year</u>	<u>Amount of Waiver or Refund</u>
R504476	Railey, Barbara	2007	\$2,402.13 (W)
R504476	Railey, Barbara	2008	\$543.46 (W)
R504476	Railey, Barbara	2008	\$1809.07 (R)
R116915	Railey, Barbara	2008	\$243.47 (W)
R116915	Railey, Barbara	2008	\$299.29 (R)

Sincerely,


Cheryl E. Johnson, PCC

Sierra, Desiree

From: Wilson, Jennifer
Sent: Monday, May 02, 2016 4:51 PM
To: Sierra, Desiree
Subject: FW: R504476 & R116915

Good afternoon,

I received this email they would like to go to commissioners court.

From: Barbara Railey [<mailto:brailey08@gmail.com>]
Sent: Monday, May 02, 2016 1:38 PM
To: Wilson, Jennifer; O'Donell, Alice A.
Subject: R504476 & R116915

Dear Jennifer,

We would very much appreciate your placing our case on the next Commissioner's agenda. The letter from the Office of the County Judge indicating our scheduled meeting date should be sent to:

Barbara Railey
1302 Harborview Dr.
Galveston, TX 77550

and

Alice Anne O'Donell
13357 Settegast Road
Galveston, TX 77554

I would appreciate your letting me know that you have received this email.

Thanks very much,
Barbara Railey



Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
 722 Moody Avenue, Galveston, Texas 77550
 Toll Free All Departments 1-877-766-2284
 galcotax@co.galveston.tx.us



Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): BARBARA RAILEY

Account #(s): R504476, R116915

Date Considered: 4/13/2016

Tax Year in Question: 2007, 2008

Recommendation: [] Grant Waiver [] Deny Waiver [] Deny due to failure to respond

Basis for Recommendation:

Previous owner failed to file for exempt status. These properties were conveyed to new owner (who applied & obtained exempt status), delinquent taxes were not paid.

Court costs are also due.

Reviewers:

Cheryl E. Johnson
 Cheryl E. Johnson, RTA

Rachael Crider
 Rachael Crider, RPA

Mark Ciavaglia
 Mark Ciavaglia



Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Account # R504476

MEMORANDUM OF FINDINGS

Cheryl E. Johnson, RTA
 Tax Assessor Collector
 Galveston County Courthouse
 722 Moody Avenue
 Galveston, Texas 77550
 (409) 766-2284
 Toll Free (877) 766-2284
 Fax (409) 766-2479

Sheryl R. Swift, RTA
 Chief Deputy, Business Services
 (409) 766-2474

Rachael F. Crider, RPA
 Chief Deputy, Property Tax
 (409) 766-2476

Kimberly Hall
 Chief Deputy, Operations
 (409) 766-2487

Departments:

Property Tax Department
 (409) 766-2481

Voter Registration Department
 (409) 766-2280
 Toll Free (888) 976-2280

Branch Office Locations:

Galveston Courthouse
 722 Moody
 Galveston, Texas 77550

North County Annex
 174 Calder Road
 League City, Texas 77573

Texas City Annex
 2516 Texas Avenue
 Texas City, Texas 77590

West County Annex
 11730 Highway 6
 Santa Fe, Texas 77510

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

- There are no provisions in the Tax Code to address this issue.
- This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
- Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
 - Late 1/4 Late 1/2 Late Opt Out Entity
- Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
- Clerical Error on part of:
 - CAD GCTO USPS (and sufficient evidence provided)
- Section 31.06 Remittance was not paid or honored.
- Other: _____

The following summarizes the findings indicated above (appropriate documents enclosed in folder):

Customer states there weren't any notification of delinquency mailed, however our office has listed the delinquency on several years of statements. Notices were being sent to owner listed on tax roll. The Galveston Central Appraisal District granted total exemption for tax years 2009-2013 for the corporation however, there were previous years of taxes owing on the account.

Respectfully submitted,

Erma Evans
 Erma Evans
 Senior Property Tax Specialist

Year	\$ Amt Waiver/Refund
2007	\$2,402.13 (w)
2008	\$543.46 (w)
	\$ 1809.07 (P)



Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Account # R116915

MEMORANDUM OF FINDINGS

Cheryl E. Johnson, RTA
 Tax Assessor Collector
 Galveston County Courthouse
 722 Moody Avenue
 Galveston, Texas 77550
 (409) 766-2284
 Toll Free (877) 766-2284
 Fax (409) 766-2479

Sheryl R. Swift, RTA
 Chief Deputy, Business Services
 (409) 766-2474

Rachael F. Crider, RPA
 Chief Deputy, Property Tax
 (409) 766-2476

Kimberly Hall
 Chief Deputy, Operations
 (409) 766-2487

Departments:

Property Tax Department
 (409) 766-2481

Voter Registration Department
 (409) 766-2280
 Toll Free (888) 976-2280

Branch Office Locations:

Galveston Courthouse
 722 Moody
 Galveston, Texas 77550

North County Annex
 174 Calder Road
 League City, Texas 77573

Texas City Annex
 2516 Texas Avenue
 Texas City, Texas 77590

West County Annex
 11730 Highway 6
 Santa Fe, Texas 77510

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

- There are no provisions in the Tax Code to address this issue.
- This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
- Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
 - Late 1/4 Late 1/2 Late Opt Out Entity
- Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
- Clerical Error on part of:
 - CAD GCTO USPS (and sufficient evidence provided)
- Section 31.06 Remittance was not paid or honored.
- Other: Proper notification was mailed to certified owner.

The following summarizes the findings indicated above (appropriate documents enclosed in folder):

Customer states there weren't any notification of taxes due received however our records indicate proper notices were mailed timely. (showing delinquency) The years in question were not granted a total exemption because the non-profit organization did not own the property. The taxes would have been the responsibility of the previous owner & settled @ closing or became the responsibility of the new owner.

Respectfully submitted,

Erma Evans
 Senior Property Tax Specialist

<u>Year</u>	<u>\$ Amt Waiver/Refund</u>
2008	24377(W)
	29929(R)

AGENDA ITEM #45.k.

State of Texas §
County of Galveston §

DUNE EASEMENT – R178142
[Construction of the Dune Restoration and Beach Nourishment Project]

Grantor: RAYMOND LAWRENCE FAMILY L.L.C.
Legal Description of Property: ABST 64 ELIJAH FRANKS SURVEY
TR 73 ACRES 1.939
Address of Property: 1720 Highway 87, Gilchrist, Texas 77617
GCAD Property ID: R178142

This DUNE EASEMENT is entered into by and between the above Grantor (the GRANTOR”) and the County of Galveston, Texas (the “GRANTEE”), a political subdivision of the State of Texas, and the GRANTEE’S address is 722 Moody, 2nd Floor, Galveston, Texas 77550.

Recitals

GRANTOR is the fee simple owner of the Property identified above (the “PROPERTY”), which such PROPERTY is located wholly within the unincorporated areas of Galveston County, Texas;

GRANTOR wishes to grant an easement to GRANTEE, its officers, employees, representatives, contractors, and assigns, for the construction of the dune restoration and beach nourishment project on Bolivar Peninsula that GRANTOR wishes to construct pursuant to the Coastal Impact Assistance Program (CIAP) grant awarded to GRANTEE, which such project the GRANTOR also wishes to be constructed; and

GRANTOR and GRANTEE agree that the construction of such dune restoration and beach nourishment project is in the public’s interest and serves a public purpose as it protects public resources, property, and infrastructure.

NOW THEREFORE, for the sum of one dollar in-hand paid by GRANTEE to GRANTOR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR and GRANTEE covenant and agree as follows:

Easement

GRANTOR, for itself, its successors and assigns, hereby grants and conveys to GRANTEE and GRANTEE’S officers, employees, representatives, contractors, and assigns, a temporary, non-exclusive easement (the “DUNE EASEMENT”) over, under, in, along, across and upon the PROPERTY for the purposes and terms stated herein:

1. GRANTOR and GRANTEE each agree that the recitals stated above are true and correct and constitute binding provisions of this DUNE EASEMENT.
2. The GRANTOR grants and conveys this DUNE EASEMENT for the sole purpose of the construction of the dune restoration and beach nourishment project described above.
3. The GRANTEE shall have the right, but not the obligation, to construct said dune restoration and beach nourishment project to the extent permitted by law.
4. If GRANTOR has previously constructed a structure of sand or hay bales on the PROPERTY, this DUNE EASEMENT is limited to the right to tie into or augment such structure or to construct a new dune, or both, as GRANTEE deems necessary or appropriate in GRANTEE's sole discretion, in order to construct a reasonably continuous and uniform dune along the dune restoration project area.
5. GRANTEE'S rights hereunder include the right to perform all activities reasonably necessary to design and construct said dune restoration and beach nourishment project, including but not limited to, the rights of ingress, egress, and access, the right to use construction and earth-moving equipment, the right to place sand and vegetation, the right to inspect the project, and the right to monitor the project.
6. GRANTOR agrees not to interfere with or perform any act that would interfere with the rights granted to GRANTEE herein including but not limited to, any actions resulting in the removal of sand or vegetation currently or later placed in the dune or beach area or resulting in the placement of materials or structures in the dune or beach area that damage said dune restoration and beach nourishment project.
7. This DUNE EASEMENT shall automatically terminate if GRANTEE fails or refuses to commence construction of the dune restoration and beach nourishment project on Bolivar Peninsula on or before December 1, 2016. While such termination will be automatic, GRANTEE by its acceptance, agrees to execute and deliver to GRANTOR a recordable release of this DUNE EASEMENT upon request in the event of such termination. Provided however, that GRANTEE shall have no obligation to remove the dune, sand, or vegetation on termination of this DUNE EASEMENT.
8. This DUNE EASEMENT shall be effective upon full execution with the date of the Party executing last in time.
9. If not terminated earlier as provided in Section 7 above, this DUNE EASEMENT shall terminate upon completion of said dune restoration and beach nourishment project as evidenced by the final site visit report from HDR Engineering, Inc. to Galveston County wherein HDR Engineering, Inc. confirms satisfactory completion of the project, or the close of December 31, 2016, whichever occurs earlier, unless the CIAP grant(s) to the County of Galveston, Texas for this project remain available to Galveston County beyond December 31, 2016 and the project has not been completed by December 31, 2016.

In Witness Hereof, the GRANTOR and GRANTEE hereby EXECUTE this DUNE EASEMENT to be effective as specified herein.

GRANTOR,

**Raymond Lawrence, Member, Manager,
Raymond Lawrence Family, L.L.C.**

Sworn to and Subscribed before me by Raymond Lawrence, on this, the _____ day of November, 2016.

Notary Public in and for the
State of Texas

My commission expires:_____

GRANTEE,

**Galveston County, Texas,
By:**

Mark Henry, County Judge

Date of Execution:_____

ATTEST:

Dwight D. Sullivan,
County Clerk

State of Texas §
County of Galveston §

DUNE EASEMENT – R178161
[Construction of the Dune Restoration and Beach Nourishment Project]

Grantor: A & G COBB FAMILY LIMITED PARTNERSHIP
Legal Description of Property: ABST 64 PAGE 4&6 ELIJAH FRANKS SURVEY
TR 83 ACRES 0.520 AKA TR 6-A
Address of Property: 1682 Highway 87, Gilchrist, Texas 77617
GCAD Property ID: R178161

This DUNE EASEMENT is entered into by and between the above Grantor (the GRANTOR”) and the County of Galveston, Texas (the “GRANTEE”), a political subdivision of the State of Texas, and the GRANTEE’S address is 722 Moody, 2nd Floor, Galveston, Texas 77550.

Recitals

GRANTOR is the fee simple owner of the Property identified above (the “PROPERTY”), which such PROPERTY is located wholly within the unincorporated areas of Galveston County, Texas;

GRANTOR wishes to grant an easement to GRANTEE, its officers, employees, representatives, contractors, and assigns, for the construction of the dune restoration and beach nourishment project on Bolivar Peninsula that GRANTOR wishes to construct pursuant to the Coastal Impact Assistance Program (CIAP) grant awarded to GRANTEE, which such project the GRANTOR also wishes to be constructed; and

GRANTOR and GRANTEE agree that the construction of such dune restoration and beach nourishment project is in the public’s interest and serves a public purpose as it protects public resources, property, and infrastructure.

NOW THEREFORE, for the sum of one dollar in-hand paid by GRANTEE to GRANTOR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR and GRANTEE covenant and agree as follows:

Easement

GRANTOR, for itself, its successors and assigns, hereby grants and conveys to GRANTEE and GRANTEE’S officers, employees, representatives, contractors, and assigns, a temporary, non-exclusive easement (the “DUNE EASEMENT”) over, under, in, along, across and upon the PROPERTY for the purposes and terms stated herein:

1. GRANTOR and GRANTEE each agree that the recitals stated above are true and correct and constitute binding provisions of this DUNE EASEMENT.

2. The GRANTOR grants and conveys this DUNE EASEMENT for the sole purpose of the construction of the dune restoration and beach nourishment project described above.
3. The GRANTEE shall have the right, but not the obligation, to construct said dune restoration and beach nourishment project to the extent permitted by law.
4. If GRANTOR has previously constructed a structure of sand or hay bales on the PROPERTY, this DUNE EASEMENT is limited to the right to tie into or augment such structure or to construct a new dune, or both, as GRANTEE deems necessary or appropriate in GRANTEE's sole discretion, in order to construct a reasonably continuous and uniform dune along the dune restoration project area.
5. GRANTEE'S rights hereunder include the right to perform all activities reasonably necessary to design and construct said dune restoration and beach nourishment project, including but not limited to, the rights of ingress, egress, and access, the right to use construction and earth-moving equipment, the right to place sand and vegetation, the right to inspect the project, and the right to monitor the project.
6. GRANTOR agrees not to interfere with or perform any act that would interfere with the rights granted to GRANTEE herein including but not limited to, any actions resulting in the removal of sand or vegetation currently or later placed in the dune or beach area or resulting in the placement of materials or structures in the dune or beach area that damage said dune restoration and beach nourishment project.
7. This DUNE EASEMENT shall automatically terminate if GRANTEE fails or refuses to commence construction of the dune restoration and beach nourishment project on Bolivar Peninsula on or before December 1, 2016. While such termination will be automatic, GRANTEE by its acceptance, agrees to execute and deliver to GRANTOR a recordable release of this DUNE EASEMENT upon request in the event of such termination. Provided however, that GRANTEE shall have no obligation to remove the dune, sand, or vegetation on termination of this DUNE EASEMENT.
8. This DUNE EASEMENT shall be effective upon full execution with the date of the Party executing last in time.
9. If not terminated earlier as provided in Section 7 above, this DUNE EASEMENT shall terminate upon completion of said dune restoration and beach nourishment project as evidenced by the final site visit report from HDR Engineering, Inc. to Galveston County wherein HDR Engineering, Inc. confirms satisfactory completion of the project, or the close of December 31, 2016, whichever occurs earlier, unless the CIAP grant(s) to the County of Galveston, Texas for this project remain available to Galveston County beyond December 31, 2016 and the project has not been completed by December 31, 2016.

In Witness Hereof, the GRANTOR and GRANTEE hereby EXECUTE this DUNE EASEMENT to be effective as specified herein.

GRANTOR,

GRANTOR,

**G & A Cobb Family Limited Partnership,
by Aleene B. Cobb, General Partner**

**G & A Cobb Family Limited Partnership,
by James G. Cobb, General Partner**

Sworn to and Subscribed before me by
Aleene B. Cobb, on this, the ____ day of
November, 2016.

Sworn to and Subscribed before me by
James G. Cobb, on this the ____ day of
November, 2016.

Notary Public in and for the
State of Texas

Notary Public in and for the
State of Texas

My commission expires:_____

My commission expires:_____

GRANTEE,

**Galveston County, Texas,
By:**

Mark Henry, County Judge

Date of Execution:_____

ATTEST:

Dwight D. Sullivan,
County Clerk

State of Texas §
County of Galveston §

DUNE EASEMENT – R421481
[Construction of the Dune Restoration and Beach Nourishment Project]

Grantor: Notchomama, L.L.C.
Legal Description of Property: ABST 64 ELIJAH FRANKS SURVEY TR 95-2,
ACRES 0.591 AKA WEST 1/3 OF 1.774 AC
Address of Property: No Street Address
GCAD Property ID: R421481

This DUNE EASEMENT is entered into by and between the above Grantor (the GRANTOR”) and the County of Galveston, Texas (the “GRANTEE”), a political subdivision of the State of Texas, and the GRANTEE’S address is 722 Moody, 2nd Floor, Galveston, Texas 77550.

Recitals

GRANTOR is the fee simple owner of the Property identified above (the “PROPERTY”), which such PROPERTY is located wholly within the unincorporated areas of Galveston County, Texas;

GRANTOR wishes to grant an easement to GRANTEE, its officers, employees, representatives, contractors, and assigns, for the construction of the dune restoration and beach nourishment project on Bolivar Peninsula that GRANTOR wishes to construct pursuant to the Coastal Impact Assistance Program (CIAP) grant awarded to GRANTEE, which such project the GRANTOR also wishes to be constructed; and

GRANTOR and GRANTEE agree that the construction of such dune restoration and beach nourishment project is in the public’s interest and serves a public purpose as it protects public resources, property, and infrastructure.

NOW THEREFORE, for the sum of one dollar in-hand paid by GRANTEE to GRANTOR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR and GRANTEE covenant and agree as follows:

Easement

GRANTOR, for itself, its successors and assigns, hereby grants and conveys to GRANTEE and GRANTEE’S officers, employees, representatives, contractors, and assigns, a temporary, non-exclusive easement (the “DUNE EASEMENT”) over, under, in, along, across and upon the PROPERTY for the purposes and terms stated herein:

1. GRANTOR and GRANTEE each agree that the recitals stated above are true and correct and constitute binding provisions of this DUNE EASEMENT.
2. The GRANTOR grants and conveys this DUNE EASEMENT for the sole purpose of the construction of the dune restoration and beach nourishment project described above.
3. The GRANTEE shall have the right, but not the obligation, to construct said dune restoration and beach nourishment project to the extent permitted by law.
4. If GRANTOR has previously constructed a structure of sand or hay bales on the PROPERTY, this DUNE EASEMENT is limited to the right to tie into or augment such structure or to construct a new dune, or both, as GRANTEE deems necessary or appropriate in GRANTEE's sole discretion, in order to construct a reasonably continuous and uniform dune along the dune restoration project area.
5. GRANTEE'S rights hereunder include the right to perform all activities reasonably necessary to design and construct said dune restoration and beach nourishment project, including but not limited to, the rights of ingress, egress, and access, the right to use construction and earth-moving equipment, the right to place sand and vegetation, the right to inspect the project, and the right to monitor the project.
6. GRANTOR agrees not to interfere with or perform any act that would interfere with the rights granted to GRANTEE herein including but not limited to, any actions resulting in the removal of sand or vegetation currently or later placed in the dune or beach area or resulting in the placement of materials or structures in the dune or beach area that damage said dune restoration and beach nourishment project.
7. This DUNE EASEMENT shall automatically terminate if GRANTEE fails or refuses to commence construction of the dune restoration and beach nourishment project on Bolivar Peninsula on or before December 1, 2016. While such termination will be automatic, GRANTEE by its acceptance, agrees to execute and deliver to GRANTOR a recordable release of this DUNE EASEMENT upon request in the event of such termination. Provided however, that GRANTEE shall have no obligation to remove the dune, sand, or vegetation on termination of this DUNE EASEMENT.
8. This DUNE EASEMENT shall be effective upon full execution with the date of the Party executing last in time.
9. If not terminated earlier as provided in Section 7 above, this DUNE EASEMENT shall terminate upon completion of said dune restoration and beach nourishment project as evidenced by the final site visit report from HDR Engineering, Inc. to Galveston County wherein HDR Engineering, Inc. confirms satisfactory completion of the project, or the close of December 31, 2016, whichever occurs earlier, unless the CIAP grant(s) to the County of Galveston, Texas for this project remain available to Galveston County beyond December 31, 2016 and the project has not been completed by December 31, 2016.

In Witness Hereof, the GRANTOR and GRANTEE hereby EXECUTE this DUNE EASEMENT to be effective as specified herein.

GRANTOR,

GRANTOR,

**Wesley C. Weisinger, Manager,
Notchomama, L.L.C.**

**Debra Ann Weisinger, Manager,
Notchomama, L.L.C.**

Sworn to and Subscribed before me by
Wesley C. Weisinger, on this, the ____ day
of November, 2016.

Sworn to and Subscribed before me by
Debra Ann Weisinger, on this the ____ day
of November, 2016.

Notary Public in and for the
State of Texas

Notary Public in and for the
State of Texas

My commission expires:_____

My commission expires:_____

GRANTEE,

Galveston County, Texas,

By:

Mark Henry, County Judge

Date of Execution:_____

ATTEST:

Dwight D. Sullivan,
County Clerk

State of Texas §
County of Galveston §

DUNE EASEMENT – R520896
[Construction of the Dune Restoration and Beach Nourishment Project]

Grantor: MICHAEL LYNN WIRFS
Legal Description of Property: ABST 64 PAGE 4&6 ELIJAH FRANKS SURVEY
TR 83-2 ACRES 0.520 AKA TR 6-B
Address of Property: 1682 ½ Highway 87, Gilchrist, Texas 77617
GCAD Property ID: R520896

This DUNE EASEMENT is entered into by and between the above Grantor (the GRANTOR”) and the County of Galveston, Texas (the “GRANTEE”), a political subdivision of the State of Texas, and the GRANTEE’S address is 722 Moody, 2nd Floor, Galveston, Texas 77550.

Recitals

GRANTOR is the fee simple owner of the Property identified above (the “PROPERTY”), which such PROPERTY is located wholly within the unincorporated areas of Galveston County, Texas;

GRANTOR wishes to grant an easement to GRANTEE, its officers, employees, representatives, contractors, and assigns, for the construction of the dune restoration and beach nourishment project on Bolivar Peninsula that GRANTOR wishes to construct pursuant to the Coastal Impact Assistance Program (CIAP) grant awarded to GRANTEE, which such project the GRANTOR also wishes to be constructed; and

GRANTOR and GRANTEE agree that the construction of such dune restoration and beach nourishment project is in the public’s interest and serves a public purpose as it protects public resources, property, and infrastructure.

NOW THEREFORE, for the sum of one dollar in-hand paid by GRANTEE to GRANTOR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR and GRANTEE covenant and agree as follows:

Easement

GRANTOR, for itself, its successors and assigns, hereby grants and conveys to GRANTEE and GRANTEE’S officers, employees, representatives, contractors, and assigns, a temporary, non-exclusive easement (the “DUNE EASEMENT”) over, under, in, along, across and upon the PROPERTY for the purposes and terms stated herein:

1. GRANTOR and GRANTEE each agree that the recitals stated above are true and correct and constitute binding provisions of this DUNE EASEMENT.
2. The GRANTOR grants and conveys this DUNE EASEMENT for the sole purpose of the construction of the dune restoration and beach nourishment project described above.
3. The GRANTEE shall have the right, but not the obligation, to construct said dune restoration and beach nourishment project to the extent permitted by law.
4. If GRANTOR has previously constructed a structure of sand or hay bales on the PROPERTY, this DUNE EASEMENT is limited to the right to tie into or augment such structure or to construct a new dune, or both, as GRANTEE deems necessary or appropriate in GRANTEE's sole discretion, in order to construct a reasonably continuous and uniform dune along the dune restoration project area.
5. GRANTEE'S rights hereunder include the right to perform all activities reasonably necessary to design and construct said dune restoration and beach nourishment project, including but not limited to, the rights of ingress, egress, and access, the right to use construction and earth-moving equipment, the right to place sand and vegetation, the right to inspect the project, and the right to monitor the project.
6. GRANTOR agrees not to interfere with or perform any act that would interfere with the rights granted to GRANTEE herein including but not limited to, any actions resulting in the removal of sand or vegetation currently or later placed in the dune or beach area or resulting in the placement of materials or structures in the dune or beach area that damage said dune restoration and beach nourishment project.
7. This DUNE EASEMENT shall automatically terminate if GRANTEE fails or refuses to commence construction of the dune restoration and beach nourishment project on Bolivar Peninsula on or before December 1, 2016. While such termination will be automatic, GRANTEE by its acceptance, agrees to execute and deliver to GRANTOR a recordable release of this DUNE EASEMENT upon request in the event of such termination. Provided however, that GRANTEE shall have no obligation to remove the dune, sand, or vegetation on termination of this DUNE EASEMENT.
8. This DUNE EASEMENT shall be effective upon full execution with the date of the Party executing last in time.
9. If not terminated earlier as provided in Section 7 above, this DUNE EASEMENT shall terminate upon completion of said dune restoration and beach nourishment project as evidenced by the final site visit report from HDR Engineering, Inc. to Galveston County wherein HDR Engineering, Inc. confirms satisfactory completion of the project, or the close of December 31, 2016, whichever occurs earlier, unless the CIAP grant(s) to the County of Galveston, Texas for this project remain available to Galveston County beyond December 31, 2016 and the project has not been completed by December 31, 2016.

In Witness Hereof, the GRANTOR and GRANTEE hereby EXECUTE this DUNE EASEMENT to be effective as specified herein.

GRANTOR,

Michael Lynn Wirfs

Sworn to and Subscribed before me by Michael Lynn Wirfs, on this, the _____ day of November, 2016.

Notary Public in and for the
State of Texas

My commission expires:_____

GRANTEE,

Galveston County, Texas,
By:

Mark Henry, County Judge

Date of Execution:_____

ATTEST:

Dwight D. Sullivan,
County Clerk

State of Texas §
County of Galveston §

DUNE EASEMENT – R520897
[Construction of the Dune Restoration and Beach Nourishment Project]

Grantor: A & G COBB FAMILY LIMITED PARTNERSHIP
Legal Description of Property: ABST 64 PAGE 4&6 ELIJAH FRANKS SURVEY
TR 83-2 ACRES 0.520 AKA TR 6-C
Address of Property: 1684 Highway 87, Gilchrist, Texas 77617
GCAD Property ID: R520897

This DUNE EASEMENT is entered into by and between the above Grantor (the GRANTOR”) and the County of Galveston, Texas (the “GRANTEE”), a political subdivision of the State of Texas, and the GRANTEE’S address is 722 Moody, 2nd Floor, Galveston, Texas 77550.

Recitals

GRANTOR is the fee simple owner of the Property identified above (the “PROPERTY”), which such PROPERTY is located wholly within the unincorporated areas of Galveston County, Texas;

GRANTOR wishes to grant an easement to GRANTEE, its officers, employees, representatives, contractors, and assigns, for the construction of the dune restoration and beach nourishment project on Bolivar Peninsula that GRANTOR wishes to construct pursuant to the Coastal Impact Assistance Program (CIAP) grant awarded to GRANTEE, which such project the GRANTOR also wishes to be constructed; and

GRANTOR and GRANTEE agree that the construction of such dune restoration and beach nourishment project is in the public’s interest and serves a public purpose as it protects public resources, property, and infrastructure.

NOW THEREFORE, for the sum of one dollar in-hand paid by GRANTEE to GRANTOR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR and GRANTEE covenant and agree as follows:

Easement

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1. GRANTOR and GRANTEE each agree that the recitals stated above are true and correct and constitute binding provisions of this DUNE EASEMENT.

2. The GRANTOR grants and conveys this DUNE EASEMENT for the sole purpose of the construction of the dune restoration and beach nourishment project described above.
3. The GRANTEE shall have the right, but not the obligation, to construct said dune restoration and beach nourishment project to the extent permitted by law.
4. If GRANTOR has previously constructed a structure of sand or hay bales on the PROPERTY, this DUNE EASEMENT is limited to the right to tie into or augment such structure or to construct a new dune, or both, as GRANTEE deems necessary or appropriate in GRANTEE's sole discretion, in order to construct a reasonably continuous and uniform dune along the dune restoration project area.
5. GRANTEE'S rights hereunder include the right to perform all activities reasonably necessary to design and construct said dune restoration and beach nourishment project, including but not limited to, the rights of ingress, egress, and access, the right to use construction and earth-moving equipment, the right to place sand and vegetation, the right to inspect the project, and the right to monitor the project.
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In Witness Hereof, the GRANTOR and GRANTEE hereby EXECUTE this DUNE EASEMENT to be effective as specified herein.

GRANTOR,

GRANTOR,

**G & A Cobb Family Limited Partnership,
by Aleene B. Cobb, General Partner**

**G & A Cobb Family Limited Partnership,
by James G. Cobb, General Partner**

Sworn to and Subscribed before me by
Aleene B. Cobb, on this, the ____ day of
November, 2016.

Sworn to and Subscribed before me by
James G. Cobb, on this the ____ day of
November, 2016.

Notary Public in and for the
State of Texas

Notary Public in and for the
State of Texas

My commission expires:_____

My commission expires:_____

GRANTEE,

**Galveston County, Texas,
By:**

Mark Henry, County Judge

Date of Execution:_____

ATTEST:

Dwight D. Sullivan,
County Clerk

State of Texas §
County of Galveston §

DUNE EASEMENT – R520898
[Construction of the Dune Restoration and Beach Nourishment Project]

Grantor: A & G COBB FAMILY LIMITED PARTNERSHIP
Legal Description of Property: ABST 64 PAGE 4&6 ELIJAH FRANKS SURVEY
TR 83-3 ACRES 0.520 AKA TR 6-D
Address of Property: 1684 ½ Highway 87, Gilchrist, Texas 77617
GCAD Property ID: R520898

This DUNE EASEMENT is entered into by and between the above Grantor (the GRANTOR”) and the County of Galveston, Texas (the “GRANTEE”), a political subdivision of the State of Texas, and the GRANTEE’S address is 722 Moody, 2nd Floor, Galveston, Texas 77550.

Recitals

GRANTOR is the fee simple owner of the Property identified above (the “PROPERTY”), which such PROPERTY is located wholly within the unincorporated areas of Galveston County, Texas;

GRANTOR wishes to grant an easement to GRANTEE, its officers, employees, representatives, contractors, and assigns, for the construction of the dune restoration and beach nourishment project on Bolivar Peninsula that GRANTOR wishes to construct pursuant to the Coastal Impact Assistance Program (CIAP) grant awarded to GRANTEE, which such project the GRANTOR also wishes to be constructed; and

GRANTOR and GRANTEE agree that the construction of such dune restoration and beach nourishment project is in the public’s interest and serves a public purpose as it protects public resources, property, and infrastructure.

NOW THEREFORE, for the sum of one dollar in-hand paid by GRANTEE to GRANTOR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR and GRANTEE covenant and agree as follows:

Easement

GRANTOR, for itself, its successors and assigns, hereby grants and conveys to GRANTEE and GRANTEE’S officers, employees, representatives, contractors, and assigns, a temporary, non-exclusive easement (the “DUNE EASEMENT”) over, under, in, along, across and upon the PROPERTY for the purposes and terms stated herein:

1. GRANTOR and GRANTEE each agree that the recitals stated above are true and correct and constitute binding provisions of this DUNE EASEMENT.
2. The GRANTOR grants and conveys this DUNE EASEMENT for the sole purpose of the construction of the dune restoration and beach nourishment project described above.
3. The GRANTEE shall have the right, but not the obligation, to construct said dune restoration and beach nourishment project to the extent permitted by law.
4. If GRANTOR has previously constructed a structure of sand or hay bales on the PROPERTY, this DUNE EASEMENT is limited to the right to tie into or augment such structure or to construct a new dune, or both, as GRANTEE deems necessary or appropriate in GRANTEE's sole discretion, in order to construct a reasonably continuous and uniform dune along the dune restoration project area.
5. GRANTEE'S rights hereunder include the right to perform all activities reasonably necessary to design and construct said dune restoration and beach nourishment project, including but not limited to, the rights of ingress, egress, and access, the right to use construction and earth-moving equipment, the right to place sand and vegetation, the right to inspect the project, and the right to monitor the project.
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7. This DUNE EASEMENT shall automatically terminate if GRANTEE fails or refuses to commence construction of the dune restoration and beach nourishment project on Bolivar Peninsula on or before December 1, 2016. While such termination will be automatic, GRANTEE by its acceptance, agrees to execute and deliver to GRANTOR a recordable release of this DUNE EASEMENT upon request in the event of such termination. Provided however, that GRANTEE shall have no obligation to remove the dune, sand, or vegetation on termination of this DUNE EASEMENT.
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9. If not terminated earlier as provided in Section 7 above, this DUNE EASEMENT shall terminate upon completion of said dune restoration and beach nourishment project as evidenced by the final site visit report from HDR Engineering, Inc. to Galveston County wherein HDR Engineering, Inc. confirms satisfactory completion of the project, or the close of December 31, 2016, whichever occurs earlier, unless the CIAP grant(s) to the County of Galveston, Texas for this project remain available to Galveston County beyond December 31, 2016 and the project has not been completed by December 31, 2016.

In Witness Hereof, the GRANTOR and GRANTEE hereby EXECUTE this DUNE EASEMENT to be effective as specified herein.

GRANTOR,

GRANTOR,

**G & A Cobb Family Limited Partnership,
by Aleene B. Cobb, General Partner**

**G & A Cobb Family Limited Partnership,
by James G. Cobb, General Partner**

Sworn to and Subscribed before me by
Aleene B. Cobb, on this, the ____ day of
November, 2016.

Sworn to and Subscribed before me by
James G. Cobb, on this the ____ day of
November, 2016.

Notary Public in and for the
State of Texas

Notary Public in and for the
State of Texas

My commission expires:_____

My commission expires:_____

GRANTEE,

**Galveston County, Texas,
By:**

Mark Henry, County Judge

Date of Execution:_____

ATTEST:

Dwight D. Sullivan,
County Clerk