GALVESTON COUNTY, TEXAS

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

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

AGENDA
May 28, 2013 – 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 Accounts Payable Checks dated 5/21/13 and 5/28/13.

b. Order for Payroll period ending 5/22/13 Bi-Weekly #11.

c. Order for Supplemental Payroll period ending 5/22/13 Bi-Weekly #11.

d. Internal audit report of the Juvenile Justice Department with a response letter from the Department Director Brent Norris.

e. Internal audit report of the Justice of the Peace, Precinct 3 for period of 1/1/12 - 12/31/12 with a response letter from the Honorable Judge Sonny James.

f. Order for the health insurance claims made by Boon Chapman for the month ending 4/30/13.

g. Order for the workers compensation claims made by The Littleton Group for the month ending 4/30/13.

*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #10, April 25-May 8, 2013* submitted by Human Resources.

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

*4. Receive and file *FY 2013 Second Quarter Investment Report* submitted by the County Treasurer.

*5. Consideration of Execution of a *Resolution Congratulating Doris and Sam Collins III for having Stringfellow Orchards placed on the National Register of Historic Places* submitted by County Legal.

*6. Consideration of a *Resolution for Galveston County to withdraw from the Galveston County Rural Transit District and instruction to the County Judge to terminate his membership in the Governing Body of the Transit District* submitted by County Judge.

*7. Consideration of *Resolution Proclaiming May 26, 2013 through June 1, 2013 as Hurricane Preparedness Week* submitted by the Emergency Management Coordinator.

*8. Consideration to *authorize an extension on the following bids* submitted by the Purchasing Agent:

a. Bid #B102008 Laser Printing of County Tax Statement

b. Bid #B122027 Inmate Clothing and Supplies

*9. Considereration to *authorize a re-bid on the following bid* submitted by the Purchasing Agent:

a. Bid #B082029 Ground Maintenance for Galveston County

*10. Consideration of *authorization to dispose of Salvage or Surplus Property* submitted by the Purchasing Agent.

*11. Request authorization *to transfer items to Sheriff's Office* submitted by the Purchasing Agent.

*12. Consideration of *authorization to utilize TXMAS Co-operative for extended warranty maintenance contract with Johnson Controls Inc. for Mid County Annex Chiller and Cooling Tower* submitted by the Purchasing Agent.

*13. Consideration of *authorizing the grant application for the 2013 Gang Surveillance and Arrest Initiative to the Criminal Justice Division of the Texas Governor's Office* as submitted by the Grants Manager.

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

a.

Account	**Amount**	**Reason**
0179-0137-0000-000	$2,594.34	Supplemental Adjustment
5609-0000-0011-000	$3,502.34	Supplemental Adjustment
0180-0012-0000-000	$5.728.59	Overpayment
0189-0010-0000-000	$8,229.44	Overpayment
0402-1300-0003-3	$2,889.24	Duplicate Payment
1301-4400-1003-7	$7,313.10	Overpayment
1520-0003-0008-000	$4,580.61	Overpayment
2620-0000-1508-000	$2,738.37	Overpayment
2960-0001-0016-000	$4,107.47	Duplicate Payment
2996-0000-0507-000	$6,160.34	Duplicate Payment
3345-0003-0007-000	$5,769.59	Duplicate Payment
4424-0009-0200-001	$8,236.85	Overpayment
4424-0009-0500-001	$7,961.23	Overpayment
4426-0006-0101-001	$3,453.24	Overpayment
5110-0006-0000-000	$3,373.75	Overpayment
5230-0000-0015-000	$5,484.47	Overpayment
5861-0001-0026-000	$2,786.95	Overpayment
5911-0001-0003-000	$5,294.62	Overpayment
6093-0000-0004-000	$7,795.31	Overpayment
6841-0005-0019-000	$8,868.01	Duplicate Payment
6868-0002-0007-000	$4,625.80	Overpayment
7248-3001-0007-000	$2,895.06	Duplicate Payment
7309-0000-0039-001	$3,949.96	Duplicate Payment
8600-0408-4665-007	$34,600.00	Overpayment
8600-0461-5140-00	$3,542.88	Overpayment
8600-0557-3295-005	$7,000.00	Overpayment
9000-0004-6035-000	$4,518.08	Overpayment

*15. Consideration of *executing correction assignment transferring drainage easements to TxDOT on the FM 646 project between IH 45 and FM 517 as stipulated in pass-through agreement between the County and TxDOT* submitted by Right of Way Department

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

a. **CAD #:** 5182-0137-0001-000

Action Agenda

17. **Community Services**

a. Consideration for authorization of reducing the percentage of Federal Poverty

Level (FPL) as it pertains to the eligibility provisions of the Galveston County Indigent Health Care Program.

b. Consideration of Authorizing the County Judge to execute Memorandum of Understanding between Galveston County and The Gulf Coast Center for Connect Transit to provide transportation services.

18. **County Architect**

a. Consideration of contract approval for Partial Demolition of Old North Jail and Old Courthouse Annex Bid # B131020 to C&C Demo Inc.

19. **County Engineer**

a. Consideration of authorizing the County Judge to sign a certification for county road maintained road mileage.

20. **County Legal**

a. Consideration of Authorizing the County Purchasing Agent to go out for a Request for Proposal for a Bait and Fishing Supplies, Food and Beverage Refreshment or other proposed Concession Agreement at the Jones Bay Boat Ramp located adjacent to Interstate 45 and the Santa Fe Overpass near Tiki Island, Galveston County, Texas submitted by County Legal on behalf of the Purchasing Agent and the Director of Parks and Senior Services.

b. Consideration of a License to use a portion of Galveston Seawall Right of Way lying seaward of the Seawall Monolith and between that portion of Lot 1 of Sandpiper Addition lying easterly of Sandpiper Road in Galveston, Galveston County, Texas submitted by County Legal on behalf of County Right of Way.

21. **District Clerk**

a. Discussion and possible action to enter into a contract with iDocket.com, LLC to grant access to Galveston County District Clerk's court docket data on the Internet at no cost to the County, to provide a service to the public, especially attorneys and bondsmen.

22. **Parks & Senior Services**

a. Consideration of approval to revise Capital Equipment request in FY2013 Budget.

b. Consideration and approval of *Apollo BBC to conduct structural assessments on the bunkers at Fort Travis Seashore Park* submitted by the Parks Department.

23. **Professional Services**

a. Consideration of approval of Round 2.2 CDBG projects and engineers, as needed, and update Round 1 and Round 2.2 presented by the CDBG Coordinator.

b. Consideration of approval of FEMA projects and engineers, as needed, and update presented by the Grants Manager.

c. Consideration of budget amendments:

1. 13-036-0528-A
District Clerk - Request to use budget from the Temporary Help Account to hire 4 summer interns to work in the District Clerk's office.

2. 13-037-0528-B
County Architect - Request to transfer budget to fund asbestos abatement in the Courthouse Annex and Old Jail.

3. 13-037-0528-C
Constable Precinct 8 - Request to transfer budget to cover Justice Peace Court Precinct 8 Security expenditures.

d. Consideration of approval of creation of the Tax Office Voter Registration Fund, acceptance of Auditor's Office certification of available funds, and a budget for the fund.

24. **Purchasing**

a. Consideration for authorization of the following:

1. RFP #B131020 Demolition of Old North Jail & Courthouse Annex

2. RFP #B132007 Heavy Equipment Rental

3. Bid #B132008 Weed & Brush Control Chemicals

b. Consideration of authorizing Purchasing Agent to conduct Request for Qualifications (RFQ) to expand pool of contractors in Severe Repetitive Loss (SRL) Elevation Program.

25. **Sheriff**

a. Consideration of a Cooperative Working Agreement by and between the County of Galveston, the Galveston County, Texas Sheriff's Office by Sheriff Henry Trochesset and the City of LaMarque, Texas Police Department by Chief

Randall Aragon as submitted by the Sheriff's Department.

26. **Tax Assessor-Collector**

a. Request for Waiver or Refund of Penalty and Interest by the Tax Assessor Collector

1.

Name	Account	Year	Amount
Daisy Robinson	1975-0000-0020-000	2012	$ 41.66

2.

Name	Account	Year	Amount
Richard J. Doviak	7441-0001-0106-000	2012	$70.67

3.

Name	Account	Year	Amount
Mary Alvarez	4817-0004-0004-000	2012	$ 5.03

4.

Name	Account	Year	Amount
Grace Boyd	4900-0028-0022-000	2011	$ 23.29

5.

Name	Account	Year	Amount
Rosy Bonaccorso	7328-0001-0010-000	2012	$ 116.35

6.

Name	Account	Year	Amount
John Benge	3510-0134-1002-001	2012	$ 142.27

7.

Name	Account	Year	Amount
Paula Adams	3845-0004-0003-000	2011	$ 390.32

8.

Name	Account	Year	Amount
DSC Properties	3505-0428-0007-001	2012	$ 331.26
DSC Properties	3505-0428-0002-000	2012	$ 27.66
DSC Properties	3505-0428-0003-001	2012	$ 18.17
DSC Properties	3505-0428-0003-002	2012	$ 18.02
DSC Properties	3505-0428-0004-001	2012	$ 19.12

b. Request for Waiver or refund of penalty and interest due to a Clerical Error submitted by the Tax Assessor Collector:

1.

Name	Account	Year	Amount
James Wiggins	6654-0004-0004-000	2011	$ 12.97

2.

Name	Account	Year	Amount
Mark & Gail Gonsoulin	3974-0000-0024-001	2009-2012	$157.46

3.

Name	Account	Year	Amount
Carlton Kruse	2768-0002-0002-000	2012	$ 341.08

4.

Name	Account	Year	Amount
Gejar LLC	9700-3510-0043-002	2009	$ 1,021.63
		2010	$ 966.78
		2011	$ 830.29

5.

Name	Account	Year	Amount
Carlton Kruse	7055-0000-0017-006	2012	$ 15.92

6.

Name	Account	Year	Amount
Mable P. Jackson Est	5720-0002-0001-000	2012	$27.30
	5720-0002-0006-000	2012	$64.92
	5720-0002-0008-000	2012	$28.29
	5720-0044-0001-000	2012	$278.99
	5720-0045-0006-000	2012	$650.92
	5721-0001-0005-000	2012	$922.74
	5721-0001-0006-000	2012	$2,404.64

7.

Name	Account	Year	Amount
Douglas McLeod	2355-0000-0057-000	2012	$490.57

c. Consideration of approval of a *contract for services in the amount of $9,800.00 with AIMS for Redistricting Efforts*.

Adjourn

WORKSHOP AGENDA

1 Review and Discuss Process Management Methology by Information Technology.

Appearances before Commissioners Court

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

***

AGENDA ITEM #1.d.

THE COUNTY OF GALVESTON

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

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, I.T. System

May 28, 2013

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

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of the Juvenile Justice Department. Also attached is the response letter from Brent Norris, Juvenile Justice Department Director, dated May 9, 2013.

Sincerely,

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

cc: Mr. Brent Norris, Juvenile Justice Department Director

Attachment: Juvenile Justice Department Audit Report
Response Letter, Mr. Brent Norris

THE COUNTY OF GALVESTON

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

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, I.T. Systems

April 19, 2013

To: Brent Norris
Juvenile Justice Department Director

From: Travis Leopolos
Internal Auditor

Re: Juvenile Justice Department Cash Count Audit

The Internal Audit Division conducted a surprise cash count of the Juvenile Justice Department, on April 2, 2013. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

Internal Audit concluded the following:

- All collections and receipts were accounted for at the time of the surprise cash count.
- Controls are in place to ensure staff uses a lockable filing cabinet to safeguard collections in the office till deposit.
- Collections are scanned to the bank every Tuesday and Friday.

Receipts

A pre-numbered receipt is used for each payment transaction between the probation officer and the juvenile or family member. The Office Manager maintains a log of receipts including voids and assigned receipt books. Receipts are to be issued in numerical order by each probation officer. All issued receipts including voided receipts must be turned in by the probation officers to be accounted for in the receipt log.

Finding: Receipts issued by probation officers during the fiscal year had not been accounted for within the receipt log.

Recommendation JJ-13-01: The Juvenile Justice Department should review the receipt log at least monthly to reconcile any gaps to ensure all receipts are accounted for to prevent and detect any fraudulent activity.

We wish to thank Mr. Norris and his staff for their cooperation and assistance during our review.

cc: Jeff Modzelewski, First Assistant in Charge
Ron Chapa, First Assistant, Director of Auditing

JUVENILE JUSTICE DEPARTMENT

County of Galveston
(PROBATION, RESIDENTIAL AND DETENTION SERVICES)

May 9, 2013

Mr. Jeff Modzelewski
First Assistant in Charge
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Ref: April 2, 2013 Cash Count Audit

Jeff:

I have reviewed the report and proposed recommendation from the cash count audit that was conducted on April 2, 2013. It is my understanding that we had two voided receipts that had not been accounted for. The probation officer thought that the voided receipts remained in his receipt book and was not turned in until all receipts in the receipt book had been utilized. Proper procedure has been reviewed once again with all probation officers. Additionally, we will review the receipt log weekly and reconcile any gaps.

Finally, I would like to thank Kristin and Travis for their efforts and insight during this audit. They were very helpful and made positive suggestions on how our program could improve its daily operations.

Sincerely,

Brent

Brent T. Norris, Director
Galveston County Juvenile
Justice Department

Xc: Amanda Williams, Office Manager

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6101 Attwater Avenue
Texas City, Texas 77590
(409) 770-5900
FAX (409) 770-5978

JERRY J. ESMOND JUVENILE JUSTICE CENTER
Brent T. Norris, Director
MAILING ADDRESS
6101 Attwater Avenue
Dickinson, Texas 77539

GALVESTON OFFICE
722 Moody 6th Floor
Galveston, Texas 77550
(409) 766-2426
FAX (409) 765-2618

AGENDA ITEM #1.e.

THE COUNTY OF GALVESTON

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

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, I.T. System

May 28, 2013

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

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of Justice of the Peace, Precinct 3. The audit covered the period January 1, 2012 through December 31, 2012. Also attached is the response letter from Honorable Judge Sonny James, dated May 8, 2013.

Sincerely,

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

cc: Honorable Judge Sonny James

Attachment: Justice of the Peace, Precinct 3 Audit Report
Response Letter, Judge Sonny James

Justice of the Peace, Precinct 3 Audit

March 8, 2013

Executive Summary 1
Introduction 2
Details 3-9

Galveston County
Internal Audit
Division

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

Executive Summary

Reliability and Integrity of Information (page 3)

- Nothing came to our attention during the audit to cause us to doubt the overall reliability and integrity of the information. Though the Court lacks proper separation of duties due to the size of Court staff, there are sufficient compensating controls for daily operations.

Safeguarding of Assets (page 4-5)

- The Court has adequate controls in place to physically secure the assets. However, the Court's management over its assets can be improved by implementing the following recommendations:
  - The Court should reconcile the bond bank account and book (Net Data) balances each month. If necessary, it is also recommended that the Court contact the Director of Justice Administration to request training on bond bank reconciliations.
  - Escheat checks in the bond account that have been outstanding for more than three years.

Compliance with Statutes, Policies, and Procedures (page 6-7)

- The Court should comply with statutes by implementing the following recommendations:
  - Acquire written pleas from defendants prior to granting and crediting jail time credits.
  - Apply jail time credits first to fines and the remainder to court costs.
  - The Judge should provide his signature of approval each time jail time credit is granted.
  - Assess a time payment fee of $25 only if the person pays any part of a fine, court costs, or restitution on or after the 31st day after the date on which a judgment is entered.
  - The judge should implement the auditor's recommendations. If not implemented, the indemnification policy may not be exercised in the event of loss of funds.

General Information (pages 8-9)

- The County's portion of the Justice of the Peace, Precinct 3's total annual cash collections was increasing from FY2008 to FY2009 from $465,748 to $500,813. Collections were decreasing from FY2010 to FY2012 from $497,026 to $306,539. The decrease is primarily caused by lower case filings, directly related to a decline in the number of Department of Public Safety citations issued to Justice of the Peace, Precinct 3.

- The total annual case filings for Justice of the Peace, Precinct 3 have decreased over the last five years from 7,500 in FY2008 to 2,028 in FY2012.

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 3, as required by Local Government Code §115.0035. The internal audit covered the period January 1, 2012 through December 31, 2012. The audit was performed from February 5, 2013 through March 8, 2013.

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

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

The scope of the internal audit encompassed the financial records and administrative procedures related to the Justice of the Peace, Precinct 3. The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Justice of the Peace, Precinct 3.

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

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Justice of the Peace, Precinct 3, as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Travis Leopolos, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

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

Nothing came to our attention during this audit to cause us to doubt the overall reliability and integrity of the information.

Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction, and have custody of the assets.

A proper separation of duties is sometimes difficult to establish due to the size of staff and budgetary constraints; however, there are compensating controls that are being implemented in different areas of the operations as listed below.

Dismissals

Dismissed cases with no charge recorded in Net Data require either the Judge's or Assistant District Attorney's (ADA) signature.

The auditor reviewed the dismissals recorded in Net Data to verify validity of the recording. It was found that dismissals were valid and authorized by the Judge. The Judge reviews the "Net Data Dismissed Cases" report monthly and signs the report as confirmation of the validity of the recorded dismissals.

Collections

The Court accepts payments in the form of cash, checks (cashier's check, money order and business check), and credit card. Cash and checks are deposited to the bank by one of the clerks or the Constable.

The auditor reviewed the accuracy of the composition of the collections recorded in Net Data. No material findings were found.

Safeguarding of Assets

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

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Collections not being used should be kept in a locked drawer/safe until they are needed.

As part of the audit, the auditor conducted a surprise cash count on February 19, 2013. All collections were accounted for at the time of the surprise cash count.

Controls are in place to ensure the staff uses a lockable safe to safeguard their money in the office until deposited. The safe remains locked when not in use.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of collections to loss as well as providing the County with maximum benefit of the collections. The Court has a policy to deposit collections daily.

The auditor tested deposits and found the Court deposits collections to the bank timely.

Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official.

Bond Account

Finding: The bond bank and book (Net Data) balances were not in agreement with each other. *(This was a finding from the previous audit.)*

Recommendation JP3-08-05: The Court should reconcile the bond bank account and book (Net Data) balances to each other each month.

Internal Audit is currently determining the outstanding issues to reconcile the bond account and will notify the Court once complete.

Safeguarding of Assets (continued)

Escheatment of Checks

The 96-478 Unclaimed Property Reporting Guide 2008, issued by the Texas Comptroller of Public Accounts, states that un-cashed checks, other than those for wages, are considered unclaimed property after a period of three years.

Finding: There are outstanding checks from the bond account that were issued from November 2000 to July 2003 totaling $612.00. *(This was a finding from the previous audit.)*

Recommendation JP3-12-02: Escheat all checks that have been outstanding for more than three years. The Court may contact the Treasurer's Office for instructions and guidelines on this procedure.

Compliance with Statutes, Policies, and Procedures

Jail Time Credit

According to Attorney General Opinion GA-147, 2004 interpretation and Justice Courts-Court Costs and Fees handbook prepared by the State Office of Court Administration (OCA), "Under the allocation rule, the jail time credit is applied to the fine first."

Finding: The Court was inconsistent in applying jail time credits to the fine first and then to court costs. *(This was a finding from the previous audit.)*

Recommendation JP3-09-06: Apply jail time credits first to the fines and the remainder to court costs.

Court policy dictates that the Judge must approve all applications of jail time credit. The Judge should provide his signature of approval each time jail time credit is granted.

Finding: The Court was inconsistent in acquiring the Judge's signature of approval prior to applying jail time credit. *(This was a finding from the previous audit.)*

Recommendation JP3-12-03: The Judge should provide his signature of approval each time jail time credit is granted.

Code of Criminal Procedure §27.10 states "All motions to set aside an indictment or information and all special pleas and exceptions shall be in writing."

Finding: The Court is not acquiring a written plea from defendants who requested jail time credit. *(This was a finding from the previous audit.)*

Recommendation JP3-09-05: To comply with the statutes, acquire a written plea from the defendant prior to granting and applying jail time credit.

Time Payment Fee Assessment

Assess a time payment fee of $25 (LGC§133.103) if the person pays any part of a fine, court costs, or restitution on or after the 31st day after the date on which a judgment is entered.

Finding: The Court incorrectly collected a $25 time payment fee for payments received before the 31st day. *(This was a finding from the previous audit.)*

Recommendation JP3-12-04: The Court should review the statute and be aware of the 31-day time period when collecting time payment fees.

Compliance with Statutes, Policies, and Procedures (continued)

Deposits

As of September 1, 2011, LGC § 113.022 allows a maximum of five business days to deposit cash, checks or money orders received by County departments. CCP § 103.004 allows a maximum of five business days to deposit cash, checks or money orders received by County departments for "recognizances, bail bonds, fines, forfeitures, judgments, and jury fees."

The auditor tested the timeliness of deposits and found the Court to be in compliance with the above statutes.

Policy HR028-Indemnification of Elected and Appointed Officers

Section 157.903 of the Texas Local Government Code provides that the Commissioners' Court may, by order, provide for the indemnification of an elected or appointed county officer against personal liability for the loss of County funds, or loss of or damage to personal property, incurred by the officer in the performance of their official duties if the loss was not the result of the officer's negligence or criminal action. The County Auditor will investigate the circumstances of the loss including prior internal control audits, control procedures and actions taken of and by the requesting county officer.

The Judge's response letter dated April 25, 2012 to the FY2012 audit report stated the Court had implemented and utilized the recommendations suggested.

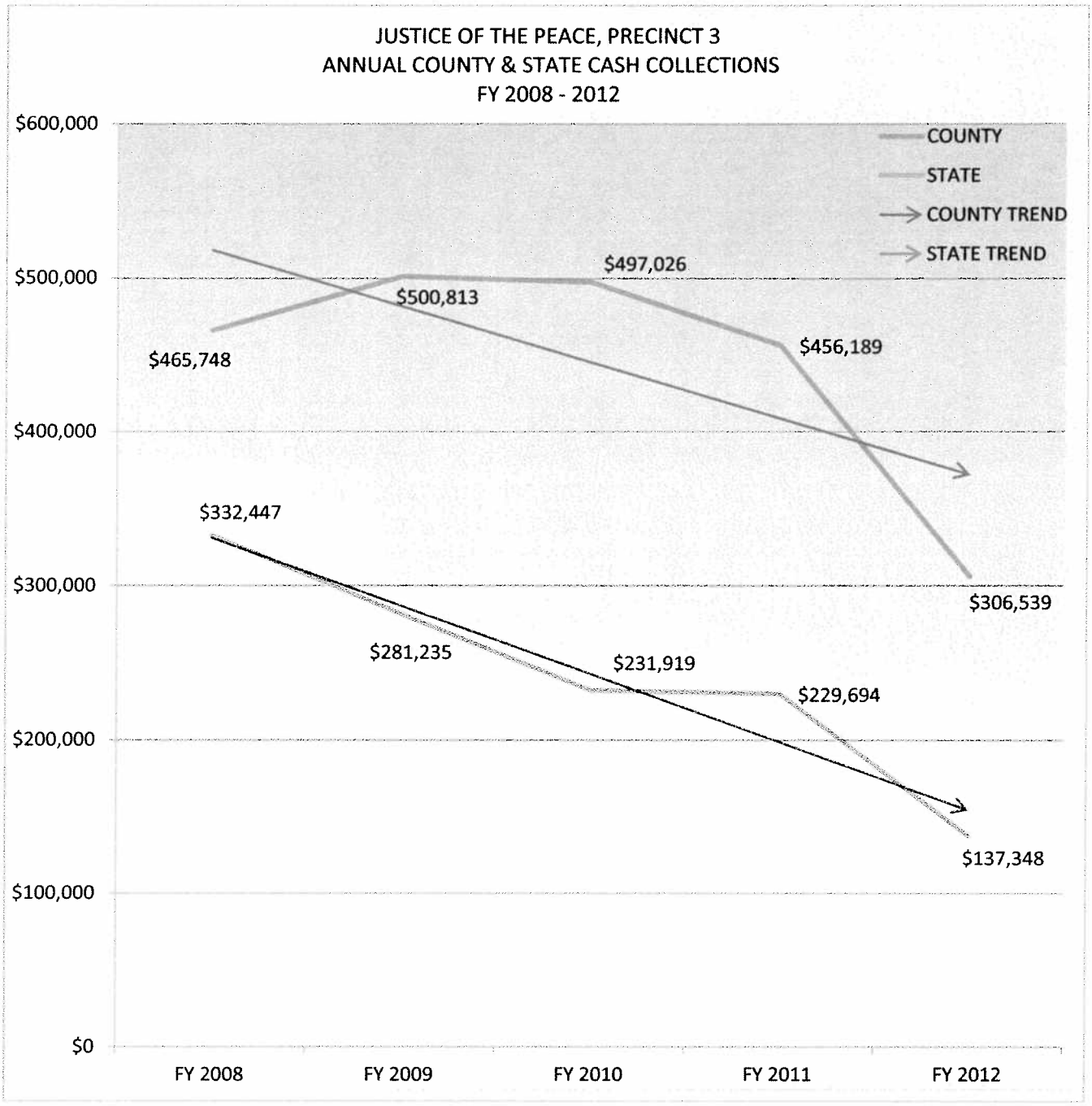
The Court has implemented some of the previous audit recommendations and made improvements on internal controls. Voids are primarily conducted by the Chief Clerk and the Judge reviews and signs the monthly Net Data dismissed cases report. Private collections procedures have improved and the Net Data re-calculate feature is being used for proration of partial payments.

Finding: There were several recommendations from the previous audits that have not been implemented. *(This was a finding from the previous audit.)*

Recommendation JP3-12-05: The Judge should implement the auditor's recommendations to increase the Court's internal controls. If not implemented, the indemnification of the elected official may not be exercised in the event of loss of funds.

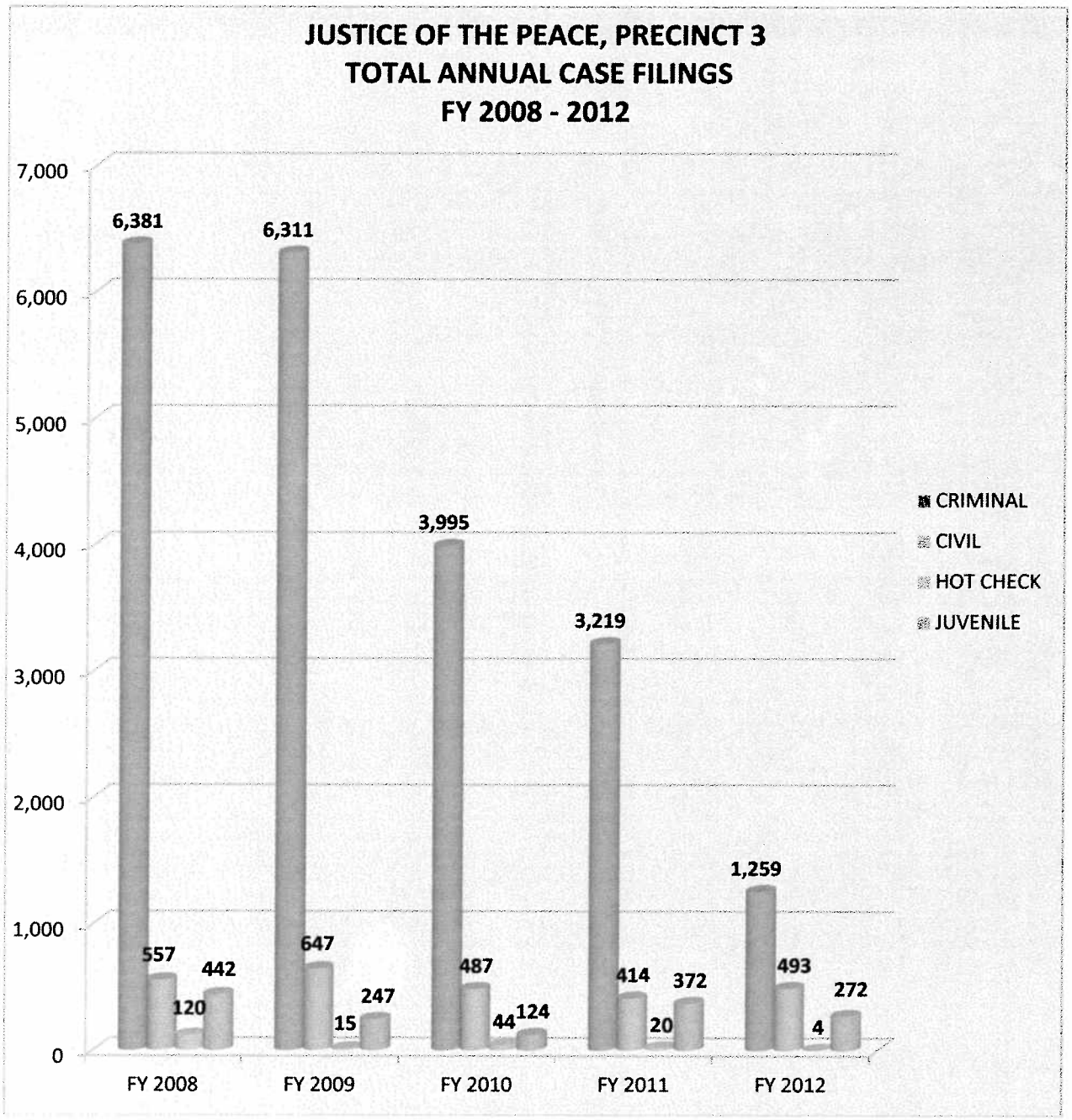
General Information

The County's portion of the Justice of the Peace, Precinct 3's total annual cash collections was increasing from FY2008 to FY2009 from $465,748 to $500,813. Collections were decreasing from FY2010 to FY2012 from $497,026 to $306,539. The decrease is primarily caused by lower case filings, directly related to a decline in the number of Department of Public Safety citations issued to Justice of the Peace, Precinct 3. The chart below illustrates the total annual County and State collections of this Court over the past five years.



General Information (continued)

The total annual case filings for Justice of the Peace, Precinct 3 have decreased over the last five years from 7,500 in FY2008 to 2,028 in FY2012. Criminal case filings, the most predominant case type, have decreased from 6,381 in FY2008 to 1,259 in FY2012. The chart below illustrates the criminal, civil, hot check and juvenile case filings of this Court for the last five years.



SONNY JAMES
JUSTICE OF THE PEACE
GALVESTON COUNTY, PRECINCT 3
203 Vauthier Rd
La Marque, Tx 77568
409-765-2930, 409-765-3288 (Fax)
www.co.galveston.tx.us

May 8, 2013

Mr. Jeff Modzelewski, CPA
County Auditor's Office
P.O. Box 1418
Galveston, Texas 77553

Dear Sir,

Thank you for the draft internal report submitted to me. I have reviewed the finding and recommendations found in the Internal Audit report conducted during the period of January 1, 2012 thru December 31, 2012 for Precinct #3.

I have met with my Chief Clerk and together we have implemented and utilized recommendations suggested to us by your Internal Auditor Travis I Leopolos. These recommendations were put into play in early January 2012 and still remain in use to date.

Our primary goal here at Precinct #3 is to provide superb customer service while complying with county procedures, policies & statues.

Sincerely,

Sonny James

Judge Sonny James
Justice of the Peace, Precinct 3

AGENDA ITEM #1.f.

ORDER

On this _____ day of _____, 20__, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

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

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

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly **Health Insurance Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by Boon Chapman for the month ending **APRIL 30, 2013** the gross amount of such payment being **$773,901.76.**

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER, _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Jeff Modzelewski, CPA
First Assistant in Charge

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - PROSPERITY BANK 7432671
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013603)
April 30, 2013

BALANCES PER THE BANK				
	BEGINNING BALANCE	*DEPOSITS*	*WITHDRAWALS*	*ENDING BALANCE*
BANK	$ 6.73	$ 773,899.90	$ 773,901.76	$ 4.87
DEPOSITS IN TRANSIT				
PRIOR MONTH				
	-			-
CURRENT MONTH				-
		-		-
OUTSTANDING CHECKS				
PRIOR MONTH				
-	-		-	-
CURRENT MONTH				
-			-	-
ADJUSTMENTS				
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	**$ 6.73**	**$ 773,899.90**	**$ 773,901.76**	**$ 4.87**

BALANCES PER THE IFAS				
	BEGINNING BALANCE	*RECEIPTS*	*DISBURSEMENTS*	*ENDING BALANCE*
IFAS	$ 6.73	$ 773,899.90	$ 773,901.76	$ 4.87
ADJUSTMENTS:				
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	**$ 6.73**	**$ 773,899.90**	**$ 773,901.76**	**$ 4.87**

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013603

Lg	Fnd C Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	6123000000	Grp, Workers Comp,	Director of Professi	A		2	6	6123	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013603 Prosperity-Boon Chapman Health			Prior to 04/01/13			6.73
	04/04/13	JE00035725	BC CLAIMS 7991-8181 EFT 14231	127,795.94		127,802.67
	04/04/13	JE00035725	BC CLAIMS 7991-8181 EFT 14231		127,795.94	6.73
	04/10/13	JE00035753	BC CLAIMS #8183-8359 EFT 14238	236,733.63		236,740.36
	04/10/13	JE00035753	BC CLAIMS #8183-8359 EFT 14238		236,733.63	6.73
	04/12/13	JE00035769	BC 2Q INT JAN-MARCH 2013		6.73	
	04/18/13	JE00035827	BC CLAIMS #8360-8615 EFT 14258	138,862.15		138,862.15
	04/18/13	JE00035827	BC CLAIMS #8360-8615 EFT 14258		138,862.15	
	04/24/13	JE00035854	BC CLAIMS 8616-8827 EFT 14268	270,503.31		270,503.31
	04/24/13	JE00035854	BC CLAIMS 8616-8827 EFT 14268		270,503.31	
	04/30/13	139486	714201 4/13 Int Prosperity BC	4.87		4.87
		DR	* Object Total *	773,899.90*	773,901.76*	4.87*
		DR-CR	** Fnd C Ct Total **	773,899.90*	773,901.76*	4.87*

PROSPERITY BANK®

Statement Date	4/30/2013
Account No	7432671
	Page 1 of 3

GALVESTON COUNTY
BOON CHAPMAN HEALTH
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

7349

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432671

04/01/2013	Beginning Balance				$6.73
	5 Deposits/Other Credits			+	$773,899.90
	5 Checks/Other Debits			-	$773,901.76
04/30/2013	Ending Balance	30	Days in Statement Period		$4.87

DEPOSITS/OTHER CREDITS

Date	Description	Amount
04/04/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 7991-8181	$127,795.94
04/10/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 8183-8359,	$236,733.63
04/18/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 8360-8615,	$138,862.15
04/24/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 8616-8827	$270,503.31
04/30/2013	Accr Earning Pymt Added to Account	$4.87

OTHER DEBITS

Date	Description	Amount
04/04/2013	Wire Transfer WIRE OUT Boon Chapman	$127,795.94
04/11/2013	Wire Transfer WIRE OUT Boon Chapman	$236,733.63
04/12/2013	Internet Trf W/D IB TR TO ACCT *1431 Transf Int Earned-Jan-	$6.73
04/18/2013	Wire Transfer WIRE OUT Boon Chapman	$138,862.15
04/24/2013	Wire Transfer WIRE OUT Boon Chapman	$270,503.31

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
04/01	$6.73	04/11	$6.73	04/24	$0.00
04/04	$6.73	04/12	$0.00	04/30	$4.87
04/10	$236,740.36	04/18	$0.00		

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	$4.87	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$11.60	Days in Earnings Period	30
		Earnings Balance	$7,893.59

9001

102161 : 00734901

AGENDA ITEM #1.g.

ORDER

On this the _____ day of _____, 20___, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

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

When the following proceedings, among others were had to-wit:

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly **Workers' Compensation Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending **April 30, 2013** the gross amount of such payment being **$57,314.54**.

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER _____ the above order was passed this _____ DAY OF _____, 20___with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Jeffrey P. Modzelewski

Jeff Modzelewski, CPA
First Assistant in Charge

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
April 30, 2013

BALANCES PER THE BANK				
	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 21,281.31	$ 57,308.22	$ 33,216.80	$ 45,372.73
DEPOSITS IN TRANSIT				
PRIOR MONTH				
-	-		-	-
CURRENT MONTH				
-		-		-
OUTSTANDING CHECKS				
PRIOR MONTH				
21,263.71	(21,263.71)		(21,263.71)	-
CURRENT MONTH				
45,361.45			45,361.45	(45,361.45)
Bank Adjustments:				
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	**$ 17.60**	**$ 57,308.22**	**$ 57,314.54**	**$ 11.28**

BALANCES PER THE IFAS				
	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 17.60	$ 57,308.22	$ 57,314.54	$ 11.28
Book Adjustments:				-
				-
				-
				-
ADJUSTED BALANCES PER THE BOOKS	**$ 17.60**	**$ 57,308.22**	**$ 57,314.54**	**$ 11.28**

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013602

Lg	Fnd C Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	6123000000	Grp, Workers Comp,	Director of Professi	A		2	6	6123	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013602 Prosperity-WORKERS COMP ACCT			Prior to 04/01/13			17.60
	04/02/13	JE00035722	WC CLAIMS 1817 EFT 14217	341.45		359.05
	04/02/13	JE00035722	WC CLAIMS 1817 EFT 14217		341.45	17.60
	04/04/13	JE00035723	WC CLAIMS 1818-1843 EFT 14229	8,209.22		8,226.82
	04/04/13	JE00035723	WC CLAIMS 1818-1843 EFT 14229		8,209.22	17.60
	04/09/13	JE00035754	WC CLAIMS #1844-1847	1,260.97		1,278.57
	04/09/13	JE00035754	WC CLAIMS #1844-1847		1,260.97	17.60
	04/12/13	JE00035771	WC CLAIMS #1848-1855 EFT 14242	1,246.23		1,263.83
	04/12/13	JE00035771	WC CLAIMS #1848-1855 EFT 14242		1,246.23	17.60
	04/12/13	JE00035772	WC 2Q INT JAN-MAR 2013		17.60	
	04/15/13	JE00035791	WC CLAIMS #1856-1857 EFT 14245	816.45		816.45
	04/15/13	JE00035791	WC CLAIMS #1856-1857 EFT 14245		816.45	
	04/19/13	JE00035842	WC CLAIMS #1858-1862 EFT 14260	2,330.23		2,330.23
	04/19/13	JE00035842	WC CLAIMS #1858-1862 EFT 14260		2,330.23	
	04/22/13	JE00035843	WC CLAIMS #1863 EFT 14261	341.45		341.45
	04/22/13	JE00035843	WC CLAIMS #1863 EFT 14261		341.45	
	04/25/13	JE00035858	WC CLAIMS #1864-1900 EFT 14271	42,094.26		42,094.26
	04/25/13	JE00035858	WC CLAIMS #1864-1900 EFT 14271		42,094.26	
	04/26/13	JE00035859	WC CLAIMS #1901 EFT 14274	315.23		315.23
	04/26/13	JE00035859	WC CLAIMS #1901 EFT 14274		315.23	
	04/29/13	JE00038706	WC CLAIMS #1902 EFT 14275	341.45		341.45
	04/29/13	JE00038706	WC CLAIMS #1902 EFT 14275		341.45	
	04/30/13	139484	714201 4/13 Int Prosp Littleto	11.28		11.28
		DR	* Object Total *	57,308.22*	57,314.54*	11.28*
		DR-CR	** Fnd C Ct Total **	57,308.22*	57,314.54*	11.28*

PROSPERITY BANK®

Statement Date	4/30/2013
Account No	7432241
	Page 1 of 13

709 2 AB 0.384
GALVESTON COUNTY
WORKER'S COMP ACCOUNT - LITTLETON
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432241

04/01/2013	Beginning Balance				$21,281.31
	11 Deposits/Other Credits			+	$57,308.22
	102 Checks/Other Debits			-	$33,216.80
04/30/2013	Ending Balance	30	Days in Statement Period		$45,372.73
	Total Enclosures				101

DEPOSITS/OTHER CREDITS

Date	Description	Amount
04/02/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 1817	$341.45
04/04/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1818-1843	$8,209.22
04/09/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1844-1847	$1,260.97
04/12/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fund WC Cks 1848-1855	$1,246.23
04/15/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1856-1857	$816.45
04/19/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1858-1862	$2,330.23
04/22/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 1863	$341.45
04/25/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1864-1900	$42,094.26
04/26/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 1901	$315.23
04/29/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 1902	$341.45
04/30/2013	Accr Earning Pymt Added to Account	$11.28

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
1751	04/08	$1,099.98	1795*	04/04	$133.52	1813	04/02	$222.86
1766*	04/16	$600.00	1797*	04/12	$36.50	1814	04/01	$27.56
1775*	04/01	$324.51	1798	04/01	$113.30	1815	04/01	$97.61
1776	04/03	$133.52	1799	04/01	$285.34	1816	04/01	$118.52
1777	04/03	$133.52	1800	04/01	$788.70	1817	04/09	$341.45
1778	04/03	$133.52	1801	04/03	$500.00	1818	04/10	$183.28
1779	04/03	$191.09	1802	04/04	$668.88	1819	04/12	$515.66
1780	04/03	$400.56	1803	04/02	$115.00	1820	04/09	$108.00
1781	04/03	$400.56	1804	04/01	$17.23	1821	04/08	$97.84
1782	04/03	$423.99	1805	04/01	$27.56	1822	04/15	$267.01
1783	04/03	$598.68	1806	04/08	$133.65	1823	04/15	$133.65
1784	04/03	$935.28	1807	04/08	$2,484.97	1824	04/05	$640.00
1785	04/03	$328.84	1808	04/01	$38.69	1825	04/08	$90.00
1787*	04/01	$122.18	1809	04/08	$174.13	1826	04/15	$118.52
1788	04/01	$4,000.00	1810	04/01	$10.60	1827	04/15	$118.52
1789	04/01	$132.00	1811	04/02	$122.18	1828	04/15	$133.52
1790	04/03	$133.65	1812	04/03	$72.00	1829	04/15	$191.09

9001

10/091 : 00070901

PROSPERITY BANK®

GALVESTON COUNTY

Statement Date 4/30/2013
Account No 7432241

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
1830	04/15	$240.74	1847	04/10	$285.00	1866	04/29	$269.32
1831	04/15	$267.04	1848	04/17	$315.23	1867	04/29	$376.80
1832	04/15	$301.50	1849	04/19	$325.00	1868	04/29	$478.31
1833	04/15	$403.94	1850	04/17	$72.00	1869	04/29	$26.34
1834	04/15	$1,090.57	1851	04/17	$72.00	1871*	04/30	$118.65
1835	04/15	$1,100.61	1852	04/17	$72.00	1873*	04/30	$12.22
1836	04/18	$115.00	1853	04/17	$130.00	1876*	04/30	$90.00
1837	04/18	$255.00	1854	04/17	$130.00	1877	04/30	$108.00
1838	04/09	$492.61	1855	04/17	$130.00	1888*	04/29	$218.18
1839	04/08	$376.80	1856	04/19	$341.45	1889	04/29	$179.96
1840	04/08	$519.73	1857	04/19	$475.00	1890	04/29	$209.87
1841	04/08	$98.54	1858	04/23	$315.23	1891	04/29	$98.54
1842	04/12	$173.96	1860*	04/23	$285.00	1892	04/29	$98.54
1843	04/09	$176.09	1861	04/23	$490.00	1893	04/29	$118.52
1844	04/12	$341.45	1862	04/23	$640.00	1894	04/29	$118.52
1845	04/12	$630.46	1863	04/29	$341.45	1901*	04/30	$315.23
1846	04/12	$4.06	1865*	04/29	$135.52			

OTHER DEBITS

Date	Description	Amount
04/12/2013	Internet Trf W/D IB TR TO ACCT *1431 Transf Int Earned-Jan-	$17.60

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
04/01	$15,177.51	04/10	$12,039.43	04/22	$7,654.71
04/02	$15,058.92	04/12	$11,565.97	04/23	$5,924.48
04/03	$10,673.71	04/15	$8,015.71	04/25	$48,018.74
04/04	$18,080.53	04/16	$7,415.71	04/26	$48,333.97
04/05	$17,440.53	04/17	$6,494.48	04/29	$46,005.55
04/08	$12,364.89	04/18	$6,124.48	04/30	$45,372.73
04/09	$12,507.71	04/19	$7,313.26		

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EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	$11.28	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$28.88	Days in Earnings Period	30
		Earnings Balance	$18,294.77

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #10: April 25 - May 8, 2013

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	1.00						0							0						0
Facilities	19.0						0							0						0
Professional Services	6.0						0	1				1		2						0
Road District #1	5.0						0							0						0
County Judge	4.0						0							0						0
County Commissioners	8.0						0							0						0
Tax Office	51.5						0			1				1	1	1				2
County Auditor	33.0						0							0						0
County Clerk	43.0						0							0						0
County Clerk Records Mgmt	2.0						0							0						0
County Clerk Records Archives	6.0						0							0						0
County Clerk Elections	5.0						0							0						0
Purchasing Agent	8.0						0							0						0
County Treasurer	7.0						0							0						0
Veterans Service	3.0						0							0						0
Human Resources	5.0						0							0						0
County Legal	6.0						0							0						0
Justice Administration	6.0						0							0						0
District Courts	19.0						0							0						0
County Courts	9.0						0							0						0
County Probate Court	6.0						0							0						0
Justice Courts	44.0						0							0						0
District Clerk	50.0						0							0						0
District Attorney/Jury & Trial	75.0						0	2		2				4	1					1
Pre-Trial Release	7.0						0							0						0
Sheriff	516.0	2		3			5	4		4	3			11	1		1			2
Constables	46.0						0							0				1		1
Social Services	12.0						0							0						0
Child Welfare	1.0						0							0						0
Emergency Management	6.0						0							0						0
Extension Services	9.0						0							0						0
County Engineer	7.0						0							0						0
Building Inspector	2.0						0							0						0
Community Services	3.0						0							0						0
Information Technology	49.0						0							0			2			2
County Parks and Senior Services	68.0				1		1	1						1		2				2
Museum	2.0						0							0						0
Road & Bridge/Drainage/Beach	72.0						0							0						0
County Health District	1.0						0							0						0
Law Library	1.0						0							0						0
Juvenile Probation	68.0						0							0	1		1			2
Mosquito Control	13.0				1		1							0						0
Right of Way	1.0						0							0						0
Seawall Maintenance	6.0						0							0						0
Housing & Economic Dev	6.0						0							0						0
Adult Probation	45.0		1				1			1				1	1					1
Grand Total	1362.5	2	0	3	2	0	8	8	0	7	3	1	0	20	4	3	4	1	0	13
Job Applications Received	162																			

Revised 10/2012

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 4/25/2013 thru 5/8/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114030	Election Expense	HERNANDEZ, JOSEPHINE	PTEL	500 ELECTION WORKER-TEMP	4/25/2013		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	REED, BRIDGET L	PTEL	500 ELECTION WORKER-TEMP	4/25/2013		0000	$10,400	10.00 H	APPOINTMENT
127100	District Attorney	BELCHER, LACY N	FTBE	44 LEGAL SECRETARY	5/6/2013		12A1	$30,967	1,191.07 B	REASSIGNMENT
127100	District Attorney	HENDERSON, TANIYA A	FTBE	20 ASSISTANT DISTRICT ATTORNEY	4/29/2013		22E1	$61,827	2,377.97 B	PROMOTION
127100	District Attorney	JOHNSON, ANA E	FTBE	56 LEGAL SECRETARY	5/6/2013		12A1	$30,967	1,191.07 B	REASSIGNMENT
127100	District Attorney	LINDBLADE, ALLISON L	FTBE	54 SENIOR ASST DIST ATTORNEY	4/29/2013		23C1	$64,957	2,498.36 B	PROMOTION
127100	District Attorney	RANDOLPH, JOHN A	FTBE	44 LEGAL SECRETARY		5/3/2013	12A1	$30,967	1,191.07 B	TERMINATION
151400	Professional Services	TRAMMELL, MELVIN G	FTBE	1 DIRECTOR OF FINANCE & ADMIN	5/1/2013		29J1	$138,479	5,326.15 B	SALARY INCREASE
151500	Tax Assessor/Collector	GAMBLE, MAEGEN K	FTBE	45 CUSTOMER SERVICE REP	5/7/2013		09A1	$26,703	1,027.06 B	REASSIGNMENT
151500	Tax Assessor/Collector	KARNS, CHERYL A	FTBE	45 CUSTOMER SERVICE REP		5/3/2013	09A1	$26,703	1,027.06 B	TERMINATION
151500	Tax Assessor/Collector	SPROUSE, MARTHA A	PTNH	502 CUSTOMER SERVICE REP-TEMP		4/30/2013	0000	$10,433	10.03 H	TERMINATION
151800	Purchasing	GUESS, DENISE F	FTBE	12 CONTRACT ADMINISTRATOR	4/25/2013		20C1	$48,299	1,857.67 B	ACCT # CHANGE
152500	Housing	CANTU, ANGELA A	FTBE	403 ADMINISTRATIVE ASSISTANT	4/26/2013		12A1	$30,967	1,191.07 B	ACCT # CHANGE
152500	Housing	CECCACCI, ROSALYN O	FTBE	405 ADMINISTRATIVE ASSISTANT	4/26/2013		12A1	$30,967	1,191.07 B	ACCT # CHANGE
152500	Housing	GENTILE, JAMES M	FTBE	401 HOUSING & ECONO DIRECTOR	4/26/2013		23E1	$68,245	2,624.84 B	ACCT # CHANGE
152500	Housing	POSEY, MAURA M	FTBE	407 SENIOR ACCOUNTS PAYABLE	4/26/2013		14A1	$34,182	1,314.72 B	ACCT # CHANGE
152500	Housing	SARVIS, CRYSTAL L	FTBE	402 MONITORING COORDINATOR	4/26/2013		18A1	$41,648	1,601.86 B	ACCT # CHANGE
159100	Information Technology	MEREDITH, SARA K	FTBE	18 SYSTEMS ADMINISTRATOR-IFAS		4/30/2013	22P1	$81,122	3,120.11 B	TERMINATION
159100	Information Technology	OWENS, MICHAEL D	FTBE	7 APPLICATIONS SUPPORT SPEC I		4/30/2013	16O1	$53,313	2,050.51 B	TERMINATION
170100	Facilities Srvs &	WYNSLOW, RACHEL A	FTBE	5 INSURANCE ANALYST	5/3/2013		19A1	$43,756	1,682.95 B	PROMOTION
211121	Criminal Investigation	CASTRO, JOSE R	FTBE	7 INVESTIGATOR-CID	4/25/2013		18O1	$58,848	2,263.39 B	PROMOTION
211121	Criminal Investigation	GARVIN, WILFORD L	PTNS	11 DEPUTY, PART-TIME	4/25/2013		0000	$1,525	58.67 B	TRANSFER
211121	Criminal Investigation	HANSEN JR, THOMAS J	PTNS	12 DEPUTY, PART-TIME	4/25/2013		0000	$1,525	58.67 B	TRANSFER
211121	Criminal Investigation	VENZKE JR, ELMER W	PTNS	13 DEPUTY, PART-TIME	4/25/2013		0000	$1,525	58.67 B	TRANSFER
211127	Auto Crime Task Force	ROY, JAMES A	FTBE	404 AUTO CRIMES INVESTIGATOR	4/25/2013		18O1	$58,848	2,263.39 B	REASSIGNMENT

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

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 4/25/2013 thru 5/8/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	BURTON, ELLEN M	FTBE	186 DEPUTY II	4/30/2013		14G1	$39,641	1,524.67 B	CAREER LADDER
211133	Corrections-Sheriff	HANSEN, CHARLES R	FTBE	119 DEPUTY I		5/8/2013	13D1	$35,037	1,347.59 B	TERMINATION
211133	Corrections-Sheriff	HARMON, PAUL	FTBE	294 ENTRY LEVEL	5/6/2013		12D1	$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	OLVERA JR, MARIO	FTBE	207 DEPUTY III	4/25/2013		15H1	$42,689	1,641.91 B	REASSIGNMENT
211143	Patrol Division	CAHILL, CHRISTOPHER S	PTNS	48 DEPUTY, PART-TIME	4/25/2013		0000	$1,525	58.67 B	APPOINTMENT
211143	Patrol Division	CLARK, TYRONE P	PTNS	41 DEPUTY, PART-TIME	4/25/2013		0000	$1,525	58.67 B	APPOINTMENT
211143	Patrol Division	LONG, LESLIE L	PTNS	38 DEPUTY, PART-TIME	4/25/2013		0000	$1,525	58.67 B	APPOINTMENT
211162	CCISD COPS Hiring	ALVAREZ, DANNY J	FTBE	4 SLO-CCISD (REIMB)	4/25/2013		18E1	$45,440	1,747.70 B	APPOINTMENT
211162	CCISD COPS Hiring	FRIEDLEY, RICHARD G	FTBE	2 SLO-CCISD (REIMB)	4/25/2013		18E1	$45,440	1,747.70 B	REASSIGNMENT
211163	Sheriff Services for ISDS	BOURGEOIS, TERRY L	FTBE	15 SLO-CCISD (REIMB)		4/30/2013	18E1	$45,440	1,747.70 B	TERMINATION
211163	Sheriff Services for ISDS	LEWIS, PATRICK D	FTBE	31 SLO-TCISD (REIMB)	4/25/2013		18E1	$45,972	1,768.15 B	REASSIGNMENT
211163	Sheriff Services for ISDS	MARTINEZ, OMAR A	FTBE	15 SLO-CCISD (REIMB)	5/2/2013		18E1	$45,440	1,747.70 B	PROMOTION
211171	Communications-Sheriff	WOODS, TIFFANY A	FTBE	8 DEPUTY II	5/3/2013		14G1	$39,641	1,524.67 B	CAREER LADDER
223700	Constable Pct #7 - Sharp	WATSON, CHRISTINE D	FTBE	7 DEPUTY CONSTABLE-PCT 7		5/3/2013	15A1	$35,913	1,381.28 B	TERMINATION
255101	Adult Probation	CLOUD, ROBERT A	PTBH	56 PROBATION OFFICER-HT	5/1/2013		0000	$40,560	19.50 H	APPOINTMENT
255111	Special Substance Abuse	SIMMONS, LINDELL L	FTBE	38 PROBATION OFFICER	4/25/2013		0000	$41,499	1,596.15 B	REASSIGNMENT
255111	Special Substance Abuse	SKUFCA, RICHARD G	FTBE	38 PROBATION OFFICER		4/25/2013	0000	$39,310	1,511.96 B	TERMINATION
256118	Detention	ORTIZ JR, HENRY	FTBE	31 JUVENILE SUPERVISION OFCR		5/7/2013	1200	$32,201	1,238.52 B	TERMINATION
256118	Detention	RIDEAUX, WESLEY C	FTBE	49 JUVENILE SUPERVISION OFCR		4/30/2013	1200	$38,044	1,463.25 B	TERMINATION
411100	Mosquito Control District	ORTIZ, MICHAEL	PTNH	500 SPRAY OPERATOR-TEMP	4/25/2013		10A1	$14,029	13.49 H	APPOINTMENT
451185	Texas Feeding Texans	JENKINS, SHERITA L	PTNH	401 CASE MANAGER-PART-TIME	4/29/2013		07O1	$17,087	16.43 H	APPOINTMENT
522020	Parks Division	LEE SR, BOBBY O	FTBE	16 CARPENTER		4/29/2013	13A1	$32,535	1,251.37 B	TERMINATION
522020	Parks Division	RIVERA, JAMES M	FTBE	43 TRADES SUPERVISOR	4/25/2013		17A1	$39,641	1,524.67 B	PROMOTION

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

AGENDA ITEM #3.

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
MAY 08 2013
GALVESTON COUNTY JUDGE

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

May 6, 2013

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

County: **Galveston**

Honorable Judge Henry:

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

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

Texas New Mexico Power Company
New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2712 MARYLAND AVE	LEAGUE CITY TX 77573	03-MAY-2013	584411
117 SACAJAWEA DR	LA MARQUE TX 77568	30-APR-2013	583991
E 3891 LEAGUE CITY PKWY UNIT H	LEAGUE CITY TX 77573	02-MAY-2013	584292
115 SACAJAWEA DR	LA MARQUE TX 77568	02-MAY-2013	584327
2414 OREGON ST	DICKINSON TX 77539	02-MAY-2013	584294

TNMP

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

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

RECEIVED
MAY 17 2013
GALVESTON COUNTY JUDGE

May 14, 2013

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

County: **Galveston**

Honorable Judge Mark Henry:

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Sincerely,

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Encl.

SRW/ls

Texas New Mexico Power Company
New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
7914 BIG OAK DR	TEXAS CITY TX 77591	08-MAY-2013	584620
5414 BRIGANTINE CAY CT	TEXAS CITY TX 77590	09-MAY-2013	584655
5510 BRIGANTINE CAY CT	TEXAS CITY TX 77590	06-MAY-2013	584523
E 2320 LEAGUE CITY PKWY	LEAGUE CITY TX 77573	08-MAY-2013	584619
1102 DICKINSON AVE BLDG #A	DICKINSON TX 77539	10-MAY-2013	584658

AGENDA ITEM #4.

COUNTY OF GALVESTON

FY 2013 INVESTMENT REPORT
SECOND QUARTER
JANUARY 2013 THROUGH MARCH 2013

TABLE OF CONTENTS

A. COMPLIANCE AND REPORTING REQUIREMENTS- 1

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C. INDIVIDUAL INVESTMENT DETAIL
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   2. NON-INVESTABLE FUNDS (FUNDS FOR ACCOUNTS PAYABLE)- 2

D. INTEREST EARNED
   1. INTEREST SUMMARY FOR FUNDS 3

EXHIBITS

Exhibit A: "FACT SHEET" AND PORTFOLIO SUMMARY
Exhibit B: MONTHLY Proof for Accuracy: MM, LGIP and CASH
Exhibit C: Portfolio Holdings by Security Type
Exhibit D: Earnings and Yields Summary Report
Exhibit E: Collateral Report

FY 2013 INVESTMENT REPORT

January 1, 2013 THROUGH March 31, 2013

Disclosure; Notice of Significant Information:

There are currently no known areas of concern either with safety or diversity of investments held in Galveston County's Portfolio, or in regards to deposits held at any particular contracted institution. Furthermore, on October 1, 2011 Galveston County entered into a new Depository contract with Prosperity Bank to end September 30, 2015. The banking contract has several clauses including renegotiation options in 2013 which could result in higher yielding interest rates. Another benefit of the new contract details banking charges under the payment structure-interest vs. fee option which would result in saving the County significant amount of banking expenditures over the next four years.

A. COMPLIANCE AND REPORTING REQUIREMENTS

This report is made in accordance with the provisions of Government Code 2256 known as The Public Funds Investment Act, which requires the reporting of investments to Commissioners' Court at least quarterly.

This report is intended to present a fair, accurate, and detailed summary of investment activity. The investments held in Galveston County's portfolio comply with the Public Funds Investment Act, and the County's Investment Policy and Strategies. This report is prepared in compliance with generally accepted accounting principles.

B. FINANCIAL SUMMARY - INVESTMENTS AT-A-GLANCE

1. Securities held March 31, 2013[1]	$	0	see Exhibit C
2. Additional Investable funds as of March 31[B]	$	172,296,837	see Exhibit A **(See note)**
3. Interest Earnings (Cash): Oct 1 to Dec 31	$	322,435.60	see Exhibit B

[B] Using the Investment Procedure's $10million base. Generally outside investments are yielding less than approved Pool deposits at this time.

[1]Figure is based upon Market Value and interest compounding as of the date listed.

[2]Investment interest figures do not include the interest earned on Cash (Demand, Money Market, CBA and Pool) Accounts. Those are reported in item 10. CDs only recorded at maturity.

[3]Purchased and Sold securities do not include NOW, CBA, Pool or Money Market Accounts. It does include reinvested interest earnings on CDs.

[4]All investments are CDs which receive interest that is reinvested. No market value changes.

The County's Investment policy sets the Interest Yield Benchmark as the 6 month Treasury Bill. As of March 31, 2013 it yielded 0.11%. The actual interest yield on the entire portfolio (Cash and Securities) is currently .749%, including the $10 million required liquidity.

Galveston County currently owns 0 securities at this time due to low yielding interest rates on securities and CD's. There are no outstanding investment transactions at this time.

Cash flow analyses were done for bond project funds. The County's investment procedures suggest that $10 million be kept as a liquidity base for current accounts payable with the remainder laddered out. As of March 31, 2013 there was approximately $172,296,837.16 in additional funds that could be available for investment into securities. Of this, 99% of it mainly represented funds currently at depository bank yielding an average APY rate of .75%. These amounts represent general operating funds, and various bond and debt service funds. Since Hurricane Ike hit on September 12, 2008, retaining higher liquidity levels has been necessary in order to manage cash flows before being reimbursed by FEMA for recovery projects.

Galveston County's deposits at all Depository Banks are fully collateralized at, or over, 110% and there are no known problems with any collateral placed against these deposits. Galveston County monitors all collateral for both depository contract compliance and risk.

C. INDIVIDUAL INVESTMENT DETAIL

1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED

(a) The total funds available to be invested that have not yet been requested to be invested in a security total $0. This is due to the fact that there are no eligible securities whose yield is paying better than our main depositories.

2. NON INVESTABLE FUNDS (THESE ARE FUNDS FOR FUTURE ACCOUNTS PAYABLE)

(a) Currently, the County's investment procedures set aside $10,000,000 in highly liquid accounts to meet nearby obligations of the County. As of March 31, 2013, there was $182,296,837.16 in NOW Checking accounts, and Money Market Accounts. Funds held in previous months in Pool Accounts kept were closed due to low yielding rates. Currently yielding at .75% large portion of funds are held in the Main depository's Money Market accounts (before a netting of earnings credits and fees). The Depository yield dropped significantly beginning October 1, 2011 from 1.65% due to end of banking contract and negotiations of the new contract including limited bond funds that could be kept at our main depository. These funds are available on a daily basis to meet current needs. Given the impact of hurricane Ike and the need for cash flow liquidity until FEMA reimbursements are received, the plan is to let these funds remain liquid to cover short term obligations.

D. INTEREST EARNED

1. INTEREST SUMMARY FOR INVESTMENTS AND NON-INVESTABLE FUNDS

Income generated via the GASB 31 accounting method for both securities and cash accounts totaled $332,435.60. for the SECOND Quarter of FY 2013.

Under GASB 31, securities earned $0.00 due to change in market value and reversal of market value earnings on matured instruments, and received interest earnings of $0, due to interest paid/maturities/sales. The NOW, Money Market and Pool accounts (All Cash accounts) earned $332,435.60 (Exhibit B)

Total Earnings (GASB 31 Method) for FY2013 are $332,435.60 with Securities at $0. And Cash Accounts at $332,435.60.

The County's FY 2013 total budgeted General Fund Interest Revenue is $663,281.00, same budgeted amount as FY 2012. As of March 31, 2013, $308,121.76(see schedule A) in interest has been credited to the General Fund (Obj Code: 1101-4811010).

Currently Galveston County has no CD investments at this time. The YTM of the entire portfolio is .749% with a WAM of 1.0 day as of March 31, 2013.

Other Interest bearing accounts controlled by other elected officials, such as those held by the County Tax Assessor-Collector, are also earning interest that will eventually be transferred to the new Main Depository. Those accounts do not fall within our scope of investment accounts or funds available for investment since the County Treasurer does not maintain those accounts, and are therefore not reported here.

Any questions regarding investments, or this report, should be directed to Kevin Walsh at (409) 770-5395.

Hon. Kevin C. Walsh, CPA
County Treasurer
Investment Officer

Cc: Commissioner's Court
County Auditor
Galveston County Investment Committee

Schedule "A"

Galv Cnty Production

Budget to Actual Figures

Ledger: GL
Fiscal Year: 2013 3 March

Budget: OB

Key	Title	Director
1101000000	General Fund	

Object	Description	Budget	Actual	Encumbrance	Balance
4811010	Interest Revenue	663,281.00	308,121.76	0.00	355,159.24
	Total Revenue	**663,281.00**	**308,121.76**	**0.00**	**355,159.24**
	Total Expense	**0.00**	**0.00**	**0.00**	**0.00**
	Net Total (Revenue - Expense)	**663,281.00**	**308,121.76**	**0.00**	**355,159.24**

Fact Sheet: Asset Detail (Total Portfolio: Cash and Securities)

As of MARCH 31, 2013

Galveston County, Texas

EXHIBIT "A"

Liquid Cash Assets

Account	Balance	Percentage of Assets
	-	0%
Now/MM Accts (Bank)	182,296,837	100%
Certificated Bond Accounts	-	0%
Pooled Cash Accounts	-	0%
Sub-Totals	182,296,837	100%

Galveston County's Total Investable Assets:

(including Required Liquidity);

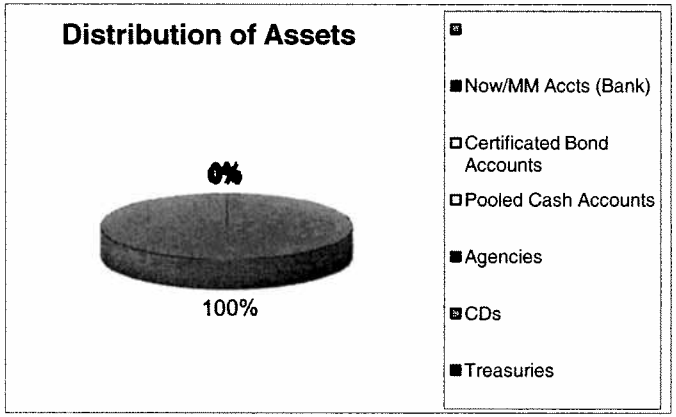
YTM @ Cost	0.749%	
WAM:	1.00	days

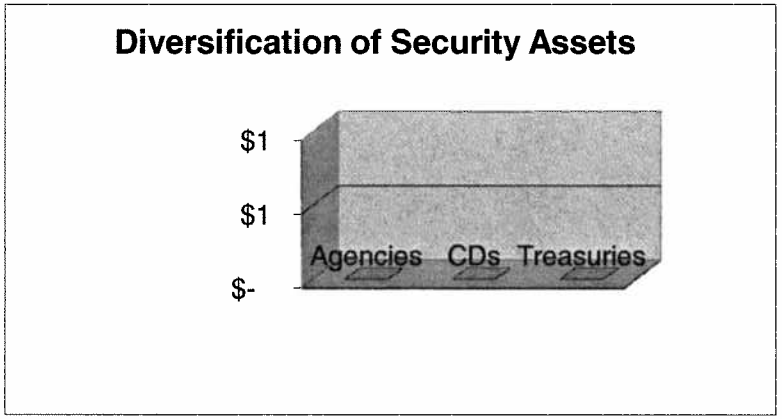
Investible Cash:

Current Liquid Cash Assets:		$ 182,296,837
Required Cash Liquidity:	($10,000,000)	
Outstanding Transfer Drctvs:	$0	
Residual For Investment:		**$172,296,837**

Security Assets

Security	Market Value	Percentage of Assets
Agencies	$ -	0%
CDs	**-**	**0%**
Treasuries	-	0%
Sub-Totals	$ -	0%
Total Assets	**182,296,837**	100%





-The requried Cash Liquidity in Now Accounts and Money Market Accounts is intended to fulfill short term Cash obligations and therefore will receive rates lower than our target benchmark yield. These would not be considered "Fully Invested Funds" and therefore should not be considered in the YTM comparison to the target benchmark.

-When looking at the WAM of Galveston County's Assets, all assets should be considered since they make up the short term liquidity avaiable to the County which WAM is an important measure of.

Tracker
Galveston County
Date To Date
MONTHLY Proof for Accuracy: MM, LGIP, Cash
Report Format: By CUSIP / Ticker
Group By: Portfolio Name
Portfolio / Report Group: All Portfolios
Begin Activity Date: 12/31/2012, End Activity Date: 3/31/2013, Carrying Value Date: 12/31/2012

Exhibit "B"

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/Dividend	Ending Face Amount/Shares
0002 General Fund						
Moodys National Bank Cash	02MOODY196	13,467.49	11,215.03	24,682.52	5.05	0
Moodys National Bank Cash	02MOODY238	80,793.07	57,420.85	80,820.32	44.36	57,393.60
Prosperity Bank Cash	02PRS081	205,062.77	798.3	0	379.9	205,861.07
Prosperity Bank Cash	02PRS161	34,385.37	152,420.27	150,143.00	64.27	36,662.64
Prosperity Bank Cash	02PRS321	20,781.13	13,816.05	20,781.13	33.05	13,816.05
Prosperity Bank Cash	02PRS401	32,814.72	27,366.31	32,815.37	55.23	27,365.66
Prosperity Bank Cash	02PRS431	857,704.08	68,584,704.45	67,395,098.99	2,800.35	2,047,309.54
Prosperity Bank Cash	02PRS511	92,551,450.77	88,176,766.60	45,000,000.00	234,176.42	135,728,217.37
Prosperity Bank Cash	02PRS591	488,164.87	148,687.47	0	1,040.76	636,852.34
Prosperity Bank Cash	02PRS781	1,065,343.89	15,734,443.88	15,915,023.31	2,119.55	884,764.46
Prosperity Bank Cash	02PRS861	738,190.85	22,992,262.32	23,293,598.52	1,829.60	436,854.65
Prosperity Bank Cash	02PRS941	30,319.46	70,744.14	64,842.00	58.14	36,221.60
PROSPERITY Cash	02PRS751	16,198.47	29.98	0	29.98	16,228.45
PROSPERITY Cash	02PRS831	550,456.59	614,482.08	124,170.40	1,359.70	1,040,768.27
PROSPERITY Cash	02PRSDRG	23,563.45	43.61	0	43.61	23,607.06
Texas First Bank Cash	02JP600	557,240.55	702,725.05	750,711.02	0	509,254.58
Texas First Bank Cash	02TFB2PARKS	1,000.00	73,730.00	0	0	74,730.00
Sub Total/Average 0002 General Fund		**97,266,937.53**	**197,361,656.39**	**152,852,686.58**	**244,039.97**	**141,775,907.34**
3120 Lmt Tx Cnty Bld Bd 09B						
Prosperity Bank MM	3120PRS111	5,246,196.32	37,816.30	420,994.75	9,306.89	4,863,017.87
Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B		**5,246,196.32**	**37,816.30**	**420,994.75**	**9,306.89**	**4,863,017.87**
3206 2003 Certificate / Obg						
Prosperity Bank MM	3206PRS651	2,841.72	0.88	2,841.72	0.88	0.88
Sub Total/Average 3206 2003 Certificate / Obg		**2,841.72**	**0.88**	**2,841.72**	**0.88**	**0.88**
3307 2003 Road Bonds						
Prosperity Bank MM	3307PRS811	4,934,193.35	9,130.48	0	9,130.48	4,943,323.83
Sub Total/Average 3307 2003 Road Bonds		**4,934,193.35**	**9,130.48**	**0**	**9,130.48**	**4,943,323.83**
3308 2001 Road Bonds						
Prosperity Bank MM	3308PRS731	139,372.15	1,667,255.98	1,673,316.64	324.83	133,311.49
Sub Total/Average 3308 2001 Road Bonds		**139,372.15**	**1,667,255.98**	**1,673,316.64**	**324.83**	**133,311.49**
3310 2007 Limited Tax Bonds						
Prosperity Bank MM	3310PRS571	5,126,387.31	436,310.50	1,037,883.31	8,810.50	4,524,814.50
Sub Total/Average 3310 2007 Limited Tax Bonds		**5,126,387.31**	**436,310.50**	**1,037,883.31**	**8,810.50**	**4,524,814.50**
3312 Unlm Tx Rd Bd 09A						
Prosperity Bank MM	3312PRS031	14,697,833.76	23,870.39	3,257,081.34	23,870.39	11,464,622.81
Sub Total/Average 3312 Unlm Tx Rd Bd 09A		**14,697,833.76**	**23,870.39**	**3,257,081.34**	**23,870.39**	**11,464,622.81**

Exhibit "B"(Con't)

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/Dividend	Ending Face Amount/Shares
3370 Lmt Tx Fld Cntl Bd 09C						
Prosperity Bank MM	3370PRS381	10,284,344.58	19,030.67	0	19,030.67	10,303,375.25
Sub Total/Average 3370 Lmt Tx Fld Cntl Bd 09C		**10,284,344.58**	**19,030.67**	**0**	**19,030.67**	**10,303,375.25**
3373 COB Series 2008						
Prosperity Bank MM	3373PRS461	338,366.84	626.13	0	626.13	338,992.97
Sub Total/Average 3373 COB Series 2008		**338,366.84**	**626.13**	**0**	**626.13**	**338,992.97**
4022 Ltd Tax Rfnd bd						
Prosperity Bank MM	4022PRS221	11,962.21	22.14	0	22.14	11,984.35
Sub Total/Average 4022 Ltd Tax Rfnd bd		**11,962.21**	**22.14**	**0**	**22.14**	**11,984.35**
4023 Unltd Tax Rfd Bd						
Prosperity Bank MM	4023PRS301	12,749.25	402.1	378.45	23.65	12,772.90
Sub Total/Average 4023 Unltd Tax Rfd Bd		**12,749.25**	**402.1**	**378.45**	**23.65**	**12,772.90**
4024 Ltd Tax Rfd Bd						
Prosperity Bank MM	4024PRS491	9,261.40	17.14	0	17.14	9,278.54
Sub Total/Average 4024 Ltd Tax Rfd Bd		**9,261.40**	**17.14**	**0**	**17.14**	**9,278.54**
4371 09 Debt Service						
PROSPERITY MM	4371PRS541	3,908,202.50	7,231.93	0	7,231.93	3,915,434.43
Sub Total/Average 4371 09 Debt Service		**3,908,202.50**	**7,231.93**	**0**	**7,231.93**	**3,915,434.43**
Total / Average		**141,978,648.92**	**199,563,371.03**	**159,245,182.79**	**322,435.60**	**182,296,837.16**

Exhibit "C"

Tracker
Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type - Totals
Report Format: By Totals
Group By: Security Type
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 3/31/2013

Description	Coupon Rate	YTM @ Cost	Face Amount/Shares	Book Value	Market Value	Days To Maturity	% of Portfolio
Cash	0.749	0.749	141,775,907.34	141,775,907.34	141,775,907.34	1	77.77
Money Market	0.75	0.75	40,520,929.82	40,520,929.82	40,520,929.82	1	22.23
Total / Average	0.749	0.749	182,296,837.16	182,296,837.16	182,296,837.16	1	100

Exhibit "C"
(Con't)

Tracker
Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type
Report Format: By CUSIP / Ticker
Group By: Security Type
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 3/31/2013

Description	CUSIP#	Face Amount/Shares	Market Value	Book Value	YTM @ Cost	Coupon Rate	Days To Maturity	% of Portfolio
Cash								
Moody National Bank Cash	02MOODY238	57,393.60	57,393.60	57,393.60	0.35	0.35	1	0.03
Prosperity Bank Cash	02PRS321	13,816.05	13,816.05	13,816.05	0.75	0.75	1	0.01
Prosperity Bank Cash	02PRS781	884,764.46	884,764.46	884,764.46	0.75	0.75	1	0.49
Prosperity Bank Cash	02PRS591	636,852.34	636,852.34	636,852.34	0.75	0.75	1	0.35
Prosperity Bank Cash	02PRS941	36,221.60	36,221.60	36,221.60	0.75	0.75	1	0.02
Prosperity Bank Cash	02PRS431	2,047,309.54	2,047,309.54	2,047,309.54	0.75	0.75	1	1.12
Prosperity Bank Cash	02PRS511	135,728,217.37	135,728,217.37	135,728,217.37	0.75	0.75	1	74.45
Prosperity Bank Cash	02PRS401	27,365.66	27,365.66	27,365.66	0.75	0.75	1	0.02
Prosperity Bank Cash	02PRS861	436,854.65	436,854.65	436,854.65	0.75	0.75	1	0.24
Prosperity Bank Cash	02PRS161	36,662.64	36,662.64	36,662.64	0.75	0.75	1	0.02
Prosperity Bank Cash	02PRS081	205,861.07	205,861.07	205,861.07	0.75	0.75	1	0.11
PROSPERITY Cash	02PRSDRG	23,607.06	23,607.06	23,607.06	0.75	0.75	1	0.01
PROSPERITY Cash	02PRS751	16,228.45	16,228.45	16,228.45	0.75	0.75	1	0.01
PROSPERITY Cash	02PRS831	1,040,768.27	1,040,768.27	1,040,768.27	0.75	0.75	1	0.57
Texas First Bank Cash	02JP600	509,254.58	509,254.58	509,254.58	0.61	0.61	1	0.28
Texas First Bank Cash	02TFB2PARKS	74,730.00	74,730.00	74,730.00	0.61	0.61	1	0.04
Sub Total / Average		**141,775,907.34**	**141,775,907.34**	**141,775,907.34**	**0.749**	**0.749**	**1**	**77.77**

Exhibit "C"

(Con't)

Description	CUSIP#	Face Amount/Shares	Market Value	Book Value	YTM @ Cost	Coupon Rate	Days To Maturity	% of Portfolio
Money Market								
Prosperity Bank MM	3206PRS651	0.88	0.88	0.88	0.75	0.75	1	0
Prosperity Bank MM	4023PRS301	12,772.90	12,772.90	12,772.90	0.75	0.75	1	0.01
Prosperity Bank MM	3373PRS461	338,992.97	338,992.97	338,992.97	0.75	0.75	1	0.19
Prosperity Bank MM	3120PRS111	4,863,017.87	4,863,017.87	4,863,017.87	0.75	0.75	1	2.67
Prosperity Bank MM	3307PRS811	4,943,323.83	4,943,323.83	4,943,323.83	0.75	0.75	1	2.71
Prosperity Bank MM	3308PRS731	133,311.49	133,311.49	133,311.49	0.75	0.75	1	0.07
Prosperity Bank MM	4022PRS221	11,984.35	11,984.35	11,984.35	0.75	0.75	1	0.01
Prosperity Bank MM	3370PRS381	10,303,375.25	10,303,375.25	10,303,375.25	0.75	0.75	1	5.65
Prosperity Bank MM	3312PRS031	11,464,622.81	11,464,622.81	11,464,622.81	0.75	0.75	1	6.29
Prosperity Bank MM	3310PRS571	4,524,814.50	4,524,814.50	4,524,814.50	0.75	0.75	1	2.48
Prosperity Bank MM	4024PRS491	9,278.54	9,278.54	9,278.54	0.75	0.75	1	0.01
PROSPERITY MM	4371PRS541	3,915,434.43	3,915,434.43	3,915,434.43	0.75	0.75	1	2.15
Sub Total / Average		**40,520,929.82**	**40,520,929.82**	**40,520,929.82**	**0.75**	**0.75**	**1**	**22.23**
Total / Average		**182,296,837.16**	**182,296,837.16**	**182,296,837.16**	**0.749**	**0.749**	**1**	**100**

Exhibit "D"

Tracker
Galveston County
Date To Date
TEXAS Earnings and Yields Summary Report
Report Format: By Totals
Group By: Security Type
Portfolio / Report Group: All Portfolios

Begin Activity Date: 12/31/2012, End Activity Date: 3/31/2013, Carrying Value Date: 12/31/2012

Description	Interest/Dividends	Ending YTM @ Cost
Cash	244,039.97	0.749
Money Market	78,395.63	0.75
Total / Average	322,435.60	0.749

Exhibit "E"

As of MARCH 31, 2013
Galveston County, Texas

COLLATERAL SUMMARY

Location of Investment	Description of Allowable Investment Options	Allowable Collateral	Safekeeping Agent	Minimum Contracted Collatral Percentage	Total* Funds Invested or on Deposit	Total Collateral-Lwr FMV or Book 3/31/2013	Actual Collateral Percentage
Moody National Bank	Demand Deposits & Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 2,316,766	$ 13,998,696.47	**604%**
Texas First Bank Hitchcock/Santa Fe/Texas City	Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 1,307,318	$ 4,513,359	**345%**
Prosperity Bank	Time Depsosits	US Treasury Obligations, US Agencies, GNMAs Agency Letters of Credit.	Federal Reserve Bank, or Chase Bank	110%	$ 192,872,543	$ 258,101,716	**134%**
				Totals:	$ 196,496,626	$ 276,613,772	**141%**

*The first $250,000.00 of all bank deposits are insured by FDIC. Moody National has coverage for $250,000.00. Each TFB Branch has $250K FDIC coverage. Texas First Bank Galveston has merged into Texas First Bank Texas City. Amegy Bank has FDIC coverage for $250,000.

GALVESTON COUNTY
REPORTS FOR
MARCH 2013
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1. LIST OF ACCOUNTS AND END-OF-MONTH BALANCES

2. TIME DEPOSITS- MOODY NATIONAL BANK - NONE

3. PLEDGE RECEIPT REPORT - TIB

4. PLEDGE SECURITIES LISTING - THE BAKER GROUP

5. STATEMENT OF HOLDINGS -FEDERAL RESERVE BANK

   ACCT K2DI GALVESTON CNTY
   ACCT 1031 A GALVESTON CNTY - NONE

Moody National Bank
Galveston County
March 2013

Account Description	Type	MNB #	Amount
KEVIN WALSH			
GALVESTON COUNTY TREASURER			
Galveston Cnty - J P Account	N	3010003238	57,393.60
Littleton Group Workers Comp	N	3010009748	36,259.25
Boon-Chapman Health	N	3010008898	70,517.49
HEALTH DISTRICT			
Galveston County Health Dist. General Fund	N	035-823-4	2,107.65
Galveston County Coord. Community Clinic	N	035-821-8	2,960.57
Galveston County EMS Area Ambulance	N	039-395-9	2,930.68
Galveston County Health Dist. Payroll	D	039-393-4	0.00
Galveston County Coord. Community Clinic	D	039-392-6	0.00
Galveston County Health Payroll Account	D	039-394-2	0.00
GEAN LEONARD, SHERIFF			
Galveston Cnty Sheriff-Inmate Property	D	3120001122	44,897.55
COUNTY AUDITOR			
Galveston County Clear Creek Flood	M	040-444-2	2,381.71
Sabine Galv Shoreline Erosion	M	5010000536	33,445.59
Cnty Special Escrow Agreement	M	5010000874	7,067.72
CHERYL JOHNSON -TAX ASSESSOR/COLLECTOR			
Trish Gibbins - Texas I V R R	N	3010000523	220,919.95
Galveston Cnty Tax Assessor/Collector Highway	D	3010006413	694,706.38
Galveston Cnty Tax Assessor/Collector Tax	D	3010006421	785,858.20
Galveston Cnty Tax Assessor/Collector Beer	M	5010001468	9,344.21

Moody National Bank
Galveston County
March 2013

GALVESTON COUNTY J. P. & CONSTABLE			
Penny L. Pope, J. P. Pct. 2	D	035-924-0	2,858.25
Justice Court - Precinct 1	D	3010003352	24,300.60
ADULT PROBATION DEPARTMENT			
Galveston County Adult Probation Dept.	N	035-856-4	314,487.24
COUNTY CLERK			
Dwight Sullivan Cnty Clerk Registry	D	3010012213	4,329.00

N=Now Account
M=Money Market Account
D=Demand Deposit

$ 2,316,765.64

Pledges By Pledgee And Maturity

Pledged To: GALVESTON COUNTY

IPA

As Of 3/31/2013

Moody National Bank - Galveston, TX

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged Original Face	Pledged Par	Pledged Book Value	Pledged Market Value
TIB: TIB	606020QF5	HTM	MISSOURI CITY TX 06/15/23	3.90	Aa2 AA-	350,000.00 100.00%	350,000.00	350,000.00	352,143.42	369,229.00
TIB: TIB	36241KX45	AFS	MBS GNMA I Platinum 12/15/23	782499 5.00		5,000,000.00 100.00%	5,000,000.00	1,207,676.00	1,223,766.78	1,305,074.85
TIB: TIB	36296UJ76	AFS	MBS GNMA I 15-Yr SF 12/15/23	701486 5.00		5,050,000.00 100.00%	5,050,000.00	1,355,210.43	1,372,486.53	1,464,507.91
TIB: TIB	36296UNN6	AFS	MBS GNMA I 15-Yr SF 01/15/24	701597 5.00		9,000,000.00 100.00%	9,000,000.00	3,205,320.75	3,246,948.83	3,463,829.29
TIB: TIB	36297AKF9	AFS	MBS GNMA I 15-Yr SF 01/15/24	705994 5.00		5,000,000.00 100.00%	5,000,000.00	1,252,922.40	1,269,541.15	1,353,970.37
TIB: TIB	421020MS4	HTM	HAYS COUNTY TX 02/15/24	4.60	N/A AA	615,000.00 100.00%	615,000.00	615,000.00	615,000.00	703,750.65
TIB: TIB	798025HD7	AFS	SAN JACINTO TEX CMNTY (02/15/24	4.50	Aa2 AA	500,000.00 100.00%	500,000.00	500,000.00	517,311.00	568,655.00
TIB: TIB	740614BN1	AFS	PREMONT ISD 08/15/24	4.20	Aaa N/A	435,000.00 100.00%	435,000.00	435,000.00	442,967.49	463,718.70
TIB: TIB	785615FN0	AFS	SABINE PASS TX ISD PSFG 08/15/24	4.25	N/A AAA	580,000.00 100.00%	580,000.00	580,000.00	604,582.25	623,807.40
TIB: TIB	785751KN7	AFS	SACHSE TX 02/15/25	4.00	Aa3 AA-	765,000.00 100.00%	765,000.00	765,000.00	792,345.17	817,119.45
TIB: TIB	340423FY3	AFS	FLORESVILLE TX ISD 02/01/26	4.00	N/A AAA	500,000.00 100.00%	500,000.00	500,000.00	505,135.51	528,270.00
TIB: TIB	016140HU2	AFS	ALICE TEX 02/01/27	5.00	A1 A+	990,000.00 100.00%	990,000.00	990,000.00	1,038,765.25	1,051,073.10
TIB: TIB	969887XX1	AFS	WILLIAMSON CNTY TX 02/15/28	5.00	N/A AAA	475,000.00 100.00%	475,000.00	475,000.00	516,802.90	546,140.75

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Pledges By Pledgee And Maturity

IPA

Pledged To: GALVESTON COUNTY

As Of 3/31/2013

Moody National Bank - Galveston, TX

Receipt# / Safekeeping Location	CUSIP	ASC 320	Description / Maturity	Prerefund	Pool/Type / Coupon	Moody / S&P	Original Face / Pledged Percent	Pledged: Original Face	Pledged: Par	Pledged: Book Value	Pledged: Market Value
TIB: TIB	737577GU4	AFS	POTEET TX ISD-PSFG INSD 08/15/28		4.25	Aaa N/A	700,000.00 100.00%	700,000.00	700,000.00	688,047.00	739,550.00
14 Securities Pledged To: CNTY - GALVESTON COUNTY								29,960,000.00	12,931,129.58	13,185,843.28	13,998,696.47

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As of Date: 03/31/13

PLEDGED TO: GCY *GALVESTON COUNTY

Cusip / Loc Ticket	Security Description 1 / Security Description 2	Safekeeping Agent / Rate	Maturity	Type	Original Face / Par/Curr Face	S&P / Moody	Date Pldgd
016140HU2	ALICE TX BQ CALL	TIB THE INDEPENDENT BANKERSBANK			990,000.00	A+	
202 161011096		5.0000000	02/01/2027	200	990,000.00	A3	03/04/2010
340423FY3	FLORESVILLE TX ISD BQ CALL	TIB THE INDEPENDENT BANKERSBANK			500,000.00	AAA	
202 161009773		4.0000000	02/01/2026	200	500,000.00	NR	02/17/2010
36241KX45	GNMA #782499	TIB THE INDEPENDENT BANKERSBANK			5,000,000.00		
102 178011338		5.0000000	12/15/2023	060	1,207,676.00		01/30/2009
36296UJ76	GNMA #701486	TIB THE INDEPENDENT BANKERSBANK			5,050,000.00		
102 158000541		5.0000000	12/15/2023	060	1,355,210.43		02/19/2009
36296UNN6	GNMA #701597	TIB THE INDEPENDENT BANKERSBANK			9,000,000.00		
102 158000522		5.0000000	01/15/2024	060	3,205,320.75		02/19/2009
36297AKF9	GNMA POOL#705994	TIB THE INDEPENDENT BANKERSBANK			5,000,000.00		
102 178011391		5.0000000	01/15/2024	060	1,252,922.40		02/02/2009
421020MS4	HAYS COUNTY TX CALL	TIB THE INDEPENDENT BANKERSBANK			615,000.00	AA	
202 178012577		4.6000000	02/15/2024	200	615,000.00		01/30/2009
606020QF5	MISSOURI CITY TX CALL	TIB THE INDEPENDENT BANKERSBANK			350,000.00	AAA	
202 164004388		3.9000000	06/15/2023	200	350,000.00	Aaa	01/29/2010
737577GU4	POTEET TX ISD CALL	TIB THE INDEPENDENT BANKERSBANK			700,000.00		
202 178015530		4.2500000	08/15/2028	200	700,000.00	Aaa	01/30/2009
740614BN1	PREMONT ISD BQ CALL	TIB THE INDEPENDENT BANKERSBANK			435,000.00		
202 158005876		4.2000000	08/15/2024	200	435,000.00	Aaa	03/04/2010
785615FN0	SABINE PASS TX ISD BQ CALL	TIB THE INDEPENDENT BANKERSBANK			580,000.00	AAA	
202 161019828	GO	4.2500000	08/15/2024	200	580,000.00	NR	01/05/2011
785751KN7	SACHSE TX BQ CALL	TIB THE INDEPENDENT BANKERSBANK			765,000.00	AAA	
202 161019721	GO	4.0000000	02/15/2025	200	765,000.00	Aa3	01/05/2011

As of Date: 03/31/13

PLEDGED TO: GCY *GALVESTON COUNTY

Cusip / Loc Ticket	Security Description 1 / Security Description 2	Safekeeping Agent / Rate	Maturity	Type	Original Face / Par/Curr Face	S&P / Moody	Date Pldgd
798025HD7	SAN JACINTO TX CMNTY COLLG	TIB THE INDEPENDENT BANKERSBANK			500,000.00	AA	
202 161011026		4.5000000	02/15/2024	200	500,000.00	Aa2	03/04/2010
969887XX1	WILLIAMSON CNTY TX CALL	TIB THE INDEPENDENT BANKERSBANK			475,000.00	AAA	
202 161025286	GO	5.0000000	02/15/2028	200	475,000.00	NR	12/17/2010

TOTAL FOR PLEDGE ID: GCY
Pledged: 14 Orig Face: 29,960,000.00 Current Face: 12,931,129.58

(409) 765-3246

Cooper, Crystal <Crystal.Cooper@co.galveston.tx.us>
Kevin Walsh or Crystal Cooper

TO: COUNTY OF GALVESTON - TREASURY DEPARTMENT

FROM: DEBBIE POPOVICH

Date: March 31, 2013

SUBJECT: TOTAL DEPOSITS vs TOTAL COLLATERAL

TOTAL PROJECTED DEPOSITS AT TEXAS FIRST BANK - TEXAS CITY
ARE AS FOLLOWS:

DEPOSITS:

TOTAL DEPOSITS:		$1,531,683.82
LESS FDIC COVERAGE		($250,000.00)
		$1,281,683.82
102% OF DEPOSITS		$1,307,317.50

COVERAGE:

TOTAL PLEDGED SECURITY	$4,306,329.71
BOOK VALUE	$4,334,990.20
MARKET VALUE	$4,513,359.46

Market Value	$4,513,359.46
EXCESS COLLATERAL	$3,206,041.96

PREPARED BY: DEBBIE POPOVICH
Contact Information:(409) 978-2250
debbie,popovich@texasfirstbank.com

Texas First Bank
Texas City, TX

Pledge Security Listing

March 31, 2013

MCPlanning

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
13107-Galveston County Treasurer																
429	31371M5C7	FN 256543	Frost Bank	0	5.00	11/01/2021		AAA	AA+	AAA	AFS	1,000,000	141,369.82	140,484.96	153,192.86	12,707.90
432	31371MR90	FN 256212	Frost Bank	0	5.00	04/01/2026		AAA	AA+	AAA	AFS	1,200,000	177,149.10	176,828.56	191,870.19	15,041.63
577	3133XWKV0	FHLB	Frost Bank	0	2.38	03/14/2014		AAA	AA+	AAA	HTM	2,000,000	2,000,000.00	2,014,580.00	2,040,640.00	26,060.00
579	31418RHE4	FN AD3828	Frost Bank	0	4.00	04/01/2025		AAA	AA+	AAA	HTM	2,500,000	826,872.30	841,399.27	883,430.36	42,031.09
627	31393VFN6	FHR 2634 PA	Frost Bank	xx	3.00	02/15/2023		AAA	AA+	AAA	HTM	1,000,000	60,637.91	60,627.97	61,603.49	975.52
674	31376X633	FN 357373	Frost Bank	xx	5.00	04/01/2033		AAA	AA+	AAA	HTM	1,700,000	243,129.33	243,045.27	262,047.82	19,002.55
	Total for 13107-Galveston County Treasurer											**9,400,000**	**3,449,158.46**	**3,476,966.03**	**3,592,784.72**	**115,818.69**

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Texas First Bank
Texas City, TX

Pledge Security Listing

March 31, 2013

MCPlanning

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
13116-Galveston County																
341	3128MMKW2	FG G18308	Frost Bank	0	4.00	05/01/2024		AAA	AA+	AAA	AFS	1,000,000	241,520.31	243,290.18	254,803.92	11,513.74
599	31287LHY1	FG C61147	Frost Bank	xx	5.50	12/01/2031		AAA	AA+	AAA	HTM	1,000,000	15,516.84	15,420.65	15,516.84	96.19
623	36212YWS8	GN 547957	Frost Bank	xx	6.00	11/15/2031		AAA	AA+	AAA	AFS	1,000,000	65,690.37	65,488.10	72,279.93	6,791.83
637	31287MRW2	FG C62301	Frost Bank	xx	5.50	01/01/2032		AAA	AA+	AAA	AFS	1,000,000	42,190.41	41,897.47	44,823.61	2,926.14
662	31371NH81	FN 256855	Frost Bank	xx	5.50	08/01/2027		AAA	AA+	AAA	HTM	1,015,000	123,141.31	122,872.16	133,460.55	10,588.39
667	3128P7FZ1	FG C91084	Frost Bank	xx	5.50	07/01/2027		AAA	AA+	AAA	HTM	1,125,059	268,417.27	268,378.84	290,623.87	22,245.03
668	3128PH5E7	FG J06245	Frost Bank	xx	5.00	10/01/2021		AAA	AA+	AAA	HTM	1,100,000	100,694.74	100,676.77	109,066.02	8,389.25
	Total for 13116-Galveston County											**7,240,059**	**857,171.25**	**858,024.17**	**920,574.74**	**62,550.57**

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

PROSPERITY BANK
EL CAMPO, TX

Pledge Security Listing

March 31, 2013

MCPlanning

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
GALVESTON COUNTY TREASURER																
2429	31412REU7	FNMA 932647	FHLB	x	4.00	03/01/2020		AAA	AA+	AAA	HTM	10,518,927	2,810,655.17	2,842,238.61	2,980,095.68	137,857.07
2441	31417YPQ4	FNMA MA0430	FHLB	x	4.00	06/01/2020		AAA	AA+	AAA	HTM	4,710,000	1,880,141.29	1,900,964.89	2,011,187.15	110,222.26
2466	31294MCF6	FHLMC E02770	FHLB	x	3.00	11/01/2025		AAA	AA+	AAA	HTM	25,000,000	12,797,195.00	12,837,620.94	13,371,789.05	534,168.11
2467	31294MCF6	FHLMC E02770	FHLB	x	3.00	11/01/2025		AAA	AA+	AAA	HTM	25,000,000	12,797,195.00	12,813,365.38	13,371,789.05	558,423.67
2468	31417YUB1	FNMA MA0577	FHLB	x	3.50	11/01/2020		AAA	AA+	AAA	HTM	56,155,537	27,123,882.90	27,587,661.56	28,743,094.20	1,155,432.65
2476	31416XX21	FNMA AB2496	FHLB	x	3.50	03/01/2021		AAA	AA+	AAA	HTM	730,319	436,365.84	442,138.08	462,416.89	20,278.81
2486	31416Y4Y1	FNMA AB3538	FHLB	x	3.00	09/01/2021		AAA	AA+	AAA	HTM	100,000,000	64,241,062.00	65,854,419.62	67,735,776.41	1,881,356.79
2519	31418AB31	FNMA MA0957	FHLB	x	3.00	01/01/2022		AAA	AA+	AAA	HTM	24,548,494	18,243,101.90	18,787,942.44	19,235,526.83	447,584.39
3541	31417DY49	FNMA AB7030	FHLB		2.00	11/01/2027		AAA	AA+	AAA	HTM	39,632,406	38,677,117.43	39,569,105.31	38,990,402.08	(578,703.23)
3544	31417DRU9	FNMA AB6798	FHLB		2.00	11/01/2027		AAA	AA+	AAA	HTM	50,060,360	48,684,756.37	49,823,070.96	49,079,102.90	(743,968.06)
3546	31410LKN1	FNMA 890501	FHLB		2.00	11/01/2027		AAA	AA+	AAA	HTM	22,500,000	21,942,799.43	22,486,182.84	22,120,536.10	(365,646.74)
	Total for GALVESTON COUNTY TREASURER											358,856,045	249,634,192.33	254,944,710.62	258,101,716.34	3,157,005.72

Total Deposits on 03/31/13: $192,872,542.55

Laura Kallna, VP
Prosperity Bank

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

AGENDA ITEM #5.

COUNTY OF GALVESTON

On this the 28th day of May, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

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

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

Whereas, the history of our United States, the State of Texas, and in particular Galveston County is a tapestry in which the many threads of diverse lifestyles are interwoven. One of the strongest and most important of the threads in that tapestry is the role played by our ancestors who came from many different countries and cultures whose distinctive and important contributions served and, through their descendents today, continue to serve as a vital force of our community; and

Whereas, one of the strongest threads in the history that exists in Galveston County is that which was provided by nationally and internationally recognized horticulturist **Henry Martyn Stringfellow,** a native son of Virginia who started an experimental garden, a Keifer and La Conte pear orchard and the first Satsuma orange orchard located on the Texas Gulf Coast in the newly settled area known as Hitchcock at **Stringfellow Orchards;** and

Whereas, Stringfellow Orchards was a very successful business in the 1880's and 1890's. Because of this success, **Mr. Stringfellow** was able to pay his workers one dollar a day when the going wages were only fifty cents per day. This allowed these hard working men the opportunity to better take care of their families and to buy their own land where they also could prosper and grow; and

Whereas, we are indeed fortunate that the positive influence of **Stringfellow Orchards**, as well as its rich culture and traditions is preserved today through the tireless and commendable efforts of **Doris and Sam Collins III.** Since December of 2005 they have done an amazing job of restoring the house and grounds of Stringfellow Orchards thereby restoring a vision that is a benefit to the entire community. The importance of this beautiful home and its surrounding 9.5 acres to all citizens of Galveston County is indeed laudable and deserving of special recognition by the **Commissioners' Court**; and

Whereas, the historical significance of **Stringfellow Orchards** has been justly recognized for the positive contributions it has made for the benefit of everyone for the past 120 plus years. In 1992, the **Texas Historical Commission** erected an **Official Texas Historical Marker** recognizing its importance to the history of our great state. In addition, on February 27, 2013, **Stringfellow Orchards** received a coveted listing in the **National Register of Historic Places**; the first such designation to be awarded in Hitchcock; and

Whereas, on Saturday, May 25, 2013 a **Community Celebration** will be conducted at the historic **Stringellow Orchard** hosted by the **Collins** family. This event should be publicly acknowledged and all members of the public are encouraged to attend this ceremony.

Now, Therefore, Be It Resolved, that the **Commissioners' Court** of **Galveston County, Texas** does hereby extend its congratulations to the **Collins** family for receiving this worthy tribute from our Nation's historic places worthy of preservation.

Upon Motion Duly Made and Seconded the above **Resolution** was unanimously passed on this 28th day of May, 2013.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct #3

Kevin D. O'Brien, Comm., Pct. #2

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #6.

THE COUNTY OF GALVESTON

On this the 28th day of May, 2013, the Commissioners' Court of the County of Galveston, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin O'Brien, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

When the following proceedings, among others, were had, to-wit:

Resolution Opting Out of the Galveston County Rural Transit District

Whereas, on June 23, 2010, the Commissioners' Court of Galveston County, Texas adopted a Resolution Joining the Galveston County Rural Transit District and Naming a Representative of the Court; and

Whereas, the June 23rd Resolution provided that, by a similar Resolution, the County can "opt" out of the Transit District at any time.

Now therefore be it resolved by the Commissioners' Court of Galveston County, that by approval of this Resolution, the County of Galveston opts out of and disaffirms its membership in the Galveston County Rural Transit District, and instructs Mark Henry, County Judge, to inform the Transit District of Galveston County's withdrawal from that organization and of the termination of his membership in the Governing Body of the Transit District.

Be it further ordered that the Commissioners' Court of the County of Galveston, Texas does hereby resolve that a copy of this Resolution be provided to the cities of Galveston County.

Upon motion duly made and seconded, the above Resolution was unanimously passed on this the 28th day of May, 2013.

The County of Galveston, Texas

Mark Henry
County Judge

Ryan Dennard
Commissioner, Precinct No. 1

Kevin O'Brien
Commissioner, Precinct No. 2

Stephen Holmes
Commissioner, Precinct No. 3

Kenneth Clark
Commissioner, Precinct No. 4

ATTEST:

Dwight Sullivan
County Clerk

AGENDA ITEM #7.

COUNTY OF GALVESTON

On this, the 28th day of May, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a **Regularly Scheduled Meeting** with the following members thereof present:

Mark Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Kevin O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

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

Whereas, Hurricane Season officially begins June 1, 2013 and ends November 30, 2013, and to heighten citizen awareness of the need to be prepared, the week of **May 26, 2013 through June 1, 2013,** has been declared **National Hurricane Preparedness Week**;

Whereas, hurricanes and tropical storms can create severe flooding, dangerous storm surge, high winds, and tornadoes. The effects of these storms can be devastating to entire communities and leave long-lasting effects;

Whereas, with more than 60 miles of coastline, the County of Galveston is vulnerable to the devastating effects a hurricane or tropical storm can cause, as seen with Hurricane Ike;

Whereas, community effort is needed to effectively prepare for, protect against, respond to, recover from, and mitigate against hurricanes and tropical storms, and in furtherance of this public and private entities should develop emergency response and recovery plans in accordance with local jurisdictions and local emergency management offices; and

Whereas, The Texas Division of Emergency Management, National Weather Service, Texas Department of Insurance, Texas Department of State Health Services, and many other agencies and organizations strongly suggest that all residents and visitors to Galveston County be aware of the high winds, storm surge, flooding and severe weather that may occur in conjunction with a tropical storm or hurricane.

Now, Therefore, be it Resolved that the Commissioners' Court of Galveston County, Texas does hereby **PROCLAIM** the week of **May 26, 2013 through June 1, 2013** as **"Hurricane Preparedness Week"** in the County of Galveston.

Upon Motion Duly Made and Seconded, the above Proclamation was Unanimously Adopted, on this the 28th day of May 2013.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark Henry, County Judge

Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct #3

Kevin O'Brien, Comm., Pct. #2

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #8.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

May 21, 2013

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

Re: Bid #B102008, Laser Printing of County Tax Statements

Gentlemen,

The contract associated with Bid #B102008, Laser Printing of County Tax Statements is scheduled for its first extension on August 15, 2013. The contracted vendor for this commodity is Burke Asset Partnership, Ltd. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
722 Moody Avenue
Galveston, Texas 77550
(409) 765-3277
Cheryl.E.Johnson@co.galveston.tx.us

May 19, 2013

Rufus G. Crowder, CPPO, CPPB, Purchasing Agent
Galveston County Purchasing Department
722 Moody Avenue
Galveston, Texas 77550

Re: Burke Asset Partnership, Ltd.
Bid #B102008

Dear Mr. Crowder:

Bid #B102008, Laser Printing of County Tax Statements **is** scheduled for its first extension on August 15, 2013. The vendor is **Burke Asset Partnership, Ltd**.

Producing tax statements each year is an incredibly complex process that requires a high level of competence and superior communication. The Galveston County Tax Office has enjoyed many successful years of service by this vendor. I recommend this contract for renewal.

Please have this item placed on the next available Commissioners Court agenda for approval. If you have questions, please contact me.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

DMP BPO
1505 Wallace Drive, Suite 154
Carrollton, Texas 75006

Phone: 972.446.3671
Fax: 972.242.6880

www.documentmanagementpros.com

05/20/2013

Rufus Crowder
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77550

Ref: Bid #B102008, Laser Printing of County Tax Statements (Contract # CM10147)

Dear Mr. Crowder,

This letter provides our offer to extend our current agreement with Galveston County (Contract #CM10147) for printing and mailing property tax statements for one additional year, with the effective dates of the extension to run from August 12, 2013 through August 14, 2014. We will continue to honor all current terms and provisions of contract.

Thank you very much for the opportunity.

Warmest regards,

Robert K Aiken
Chief Operating Officer
DMP Business Process Outsourcing
Ken.aiken@dmpbpo.com
469-644-7219

AGENDA ITEM #8.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

May 21, 2013

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

Re: Bid #B122027, Inmate Clothing & Supplies

Gentlemen,

The contracts associated with Bid #B122027, Inmate Clothing & Supplies is scheduled for their first extension on August 26, 2013. The contracted vendors for this service are as follows:

- American Textile Systems
- Bob Barker Company, Inc.
- Charm-Tex
- ICS Jail Supplies, Inc.
- Robinson Textiles, Inc.

No amendments to the contracts have been requested at this time.

It is requested that you authorize an extension on these contracts.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

JUVENILE JUSTICE DEPARTMENT

County of Galveston
(PROBATION and DETENTION SERVICES)

April 19, 2013

Rufus Crowder, CPPB
Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550

Re: Bid #B122027 (Inmate Clothing & Supplies) Extension

Dear Mr. Crowder:

This letter is regarding Bid #B122027 (Inmate Clothing and Supplies), which is up its first extension on August 26, 2013 with current vendors Bob Barker Company, Inc., Robinson Textiles, Inc. ICS Jail Supplies, Charm-Tex and American Textile System.

The Juvenile Justice Department recommends that this bid contract be extended, as is, for another year.

Sincerely,

Gail Maxwell

Gail Maxwell,
Financial Analyst
Juvenile Justice Department
(409) 770-5904
(409) 765-3187 (Fax)

Cc: Darla McCullough, Administrative Coordinator/P-Card Administrator

Serving Since
August 2, 2001

MEMO

Galveston County Sheriff's Office
5700 Avenue H
Galveston, Texas 77550
(409)766-2315

Date:	**04-18-13**
Name:	**Sergeant T. Barr**
ID Number:	***7007***
Division:	**Corrections**
To:	**Rufus Crowder**
CC:	

REFERENCE	**Bid # B122027 Inmate Clothing and Supplies**

The transactions I have had with these vendors have been cooperative and competitive in pricing.

I do recommend an extension of being one our approved vendors.

Sgt. T. Barr
Inmate Services

ORIGINAL

AMERICAN TEXTILE SYSTEMS

Complete Textile Solutions

13151 Midway Place, Cerritos, CA 90703 Phone 562.229.0036 Fax 562-229-0597

May 13, 2013

Galveston County
Rufus Crowder,
Galveston County Purchasing Agent
722 Moody
5th Floor
Galveston, TX 77550

RE: Contract # CM12179 linen

Dear Mr. Crowder

We would like to request our current contract be extended for one more year, August 26, 2013 to August 25, 2014. It is our understanding all terms will remain the same.

Sincerely,

Julia Weber
Regional Sales Manager

134 N Main Street
Fuquay-Varina, NC 27526
(800) 334-9880 phone
(800) 322-7537 fax

April 30, 2013

Mr. Rufus Crowder
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77550

Reference: ***Renewal of Bid # B122027, Inmate Clothing and Supplies (Contract #CM12179)***

Dear Mr. Crowder,

On behalf of everyone at Bob Barker Company, Inc., thank you for giving us the opportunity to extend ***Bid # B122027, Inmate Clothing and Supplies (Contract #CM12179)***at the same terms, conditions, and pricing for an additional 12 months through August 25, 2014.

Bob Barker Company appreciates your continued business. If you have any questions, you can reach me at 888-772-0250 ext 2138 or nennamann@bobbarker.com. We look forward to working with you again in the coming year.

Please feel free to visit www.bobbarker.com to view our latest catalog.

Sincerely,

Nenna Mann

Nenna Mann
Pricing Specialist

PROVIDERS OF CORRECTIONAL SUPPLIES
1618 Coney Island Ave, Brooklyn NY 11230
TEL: (800) 221-3147 FAX: (718) 258-8303
WEB SITE: WWW.CHARM-TEX.COM

April 22, 2013

Galveston County
722 Moody, 5th Floor
Galveston, TX 77550
Attention: Rufus Crowder,
Purchasing Agent

Dear Rufus,

Charm-Tex would be pleased to extend Contract #CM12179 for Bid #B122027, Inmate Clothing and Supplies until August 25, 2014 as per your request.

Thank you,

Stan Danzger
VP of Sales
stan@charm-tex.com

ICS

www.icswaco.com

P.O. Box 21056
Waco, TX
76702-1056

April 21, 2013

Rufus Crowder
Galveston County Purchasing Agent
722 Moody (21st Street)
5th Floor
Galveston, TX 77550

RE: Bid # B122027/Contract #CM12179, Inmate Clothing and Supplies

Dear Mr., Crowder

ICS Jail Supplies, Inc. would like to extend the above mentioned contract for an additional year at the current proposed prices. The contract period will be through August 25, 2014.

If you have any questions or require any additional information, please give us a call. We appreciate your business and look forward to hearing from you soon.

Sincerely,

Michelle Markum
Director of Operations

MLM/srs

Phone: 800-524-5427
254-751-1566

Fax: 254-751-0299

ics@icswaco.com
bids@icswaco.com
mmarkum@icswaco.com

Robinson Textiles

152 W. Walnut St. Ste 250
Gardena, CA 90248
800-421-5582 / 800-370-7019 (fax)

April 26, 2013

Galveston County
Rufus Crowder
Purchasing Agent
722 Moody, 5th floor
Galveston, TX 77550

Re: Contract Extension Bid #B122027
Contract CM 12179 Inmate Clothing

Dear Rufus,

We would like to renew the above-mentioned contract with you for another year; the prices would remain the same.

Please let us know if you are interested in extending this contract.

If you should have any questions please contact your salesperson, Cindy Murphy at 1-800-421-5582 ext. 248.

We look forward to hearing from you.

Sincerely,

Gary Lovemark
President

AGENDA ITEM #9.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

May 21, 2013

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

Re: RFP #B082029, Ground Maintenance for Galveston County

Gentlemen,

The contract associated with RFP #B082029, Ground Maintenance for Galveston County is scheduled to expire on August 24, 2013.

It is requested that authorization be granted to the Purchasing Agent to re-bid this service.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

AGENDA ITEM #10.

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

May 21, 2013

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.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachment

McCullough, Darla

From: Beshears, Vickie
Sent: Wednesday, May 15, 2013 9:22 AM
To: McCullough, Darla
Subject: CC Agenda Item
Attachments: Scan001.PDF

Hello Darla,

Could you please place the item below on the next available CC agenda for approval to be properly disposed of.

District Attorney's Office

- Intoxilyzer, FA 26781

Please let me know if you have any questions.

Regards,

Vickie Beshears
Fixed Asset Property Manager
Galveston County
409-770-5417 Phone
409-621-7991 Fax

Galveston County, Texas
Fixed Assets Awaiting Disposal Listing

FAID	Dept	PC	Description	Year	Make	Model	Vin/Serial
26781	127100	EQ	INTOXILYZER	2000	CMI	5000	68002609

Record Count: 1
05/15/2013 | 9:14:34 AM | BESH_V | **Galv Cnty Production**|AD_FAs_VB

GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 5-7-2013

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: DISTRICT ATTORNEY
Department No & Name

Authorized Signature

Re: Pre-disposal disclosure

Method of disposal: ____ Auction _____ Starting Bid ____ Scrap ✓ Destroy

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 26781 Description: 2001 INTOXILYZER

Make: CMI Model: 5000

Serial/VIN: 68002609 Year: 2000 Color: GRAY

Description of Use: USED TO TEST BREATH SPECIMENS OF DWI SUSPECTS

Reason for Disposal: THIS MACHINE WAS OPERATED BY THE FORMER TECHNICAL SUPERVISOR IMPACTED BY DAS - LATER CONVICTED OF TAMPERING WITH A GOVERNMENT RECORD. ALL OF THE EQUIPMENT NEEDED HAS BEEN REMOVED FROM BEING "CERTIFIED" - MEANING IT CANNOT BE USED IN ANY COURT/TESTING PROCEDURE

Is this item currently in sound working condition? ____ Yes ✓ No

If no, please describe and list all defects.

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

Form No. FA-07
10/09/2012

Beshears, Vickie

From: Freeze, Johnny
Sent: Wednesday, May 01, 2013 1:17 PM
To: Beshears, Vickie
Subject: Intoxilyzer Machine Serial # 68002609 GC Asset # 000000026781

As you know I have been trying to locate this machine and I have finally resolved the issue. A summary of the investigation is listed below:

I received the Galveston County Fixed Asset Custodian forms to verify what our office has been issued. One of the items listed is an intoxilyzer machine showing to be housed at Hitchcock PD. Last year I tried to locate the intoxilyzer machine and spoke with Vickie Beshears in Purchasing advised her I believed the machine housed at the Galveston County Sheriff's Office may be the machine but could not verify because there was no serial number listed on the Purchasing paperwork. The GC fixed asset tag # is 000000026781.

Based on receiving this year's request I contacted both Ms. Beshears and Major Tuttoilmondo to move the fixed asset listing from our department to the Sheriff's Office since we have never had anything to do with the machine. The following information was learned during the attempt to move the asset.

Ms. Beshears provided me with a copy of the purchase order dated January 2001 indicating the intoxilyzer was purchased from the CMI Company located at 316 East 9th Street in Owensboro, Kentucky 42303. A copy of the bill also indicates our office as the owner with the actual machine shipped to Breath Alcohol Testing-Supervisor Dee Wallace and address of 3906 Cheryl Lynne Lane in Houston, Texas 77045. Ms. Wallace, whose full name is Deetrice Henderson Wallace, was a "contract Technical Supervisor" who oversaw everything to do with the intoxilyzer machines in Galveston, southern Harris, and parts of Brazoria counties.

I contacted Mr. Allan Triggs with the CMI Company at 866-835-0690 to attempt to ascertain more information concerning the original purchase. Mr. Triggs was able to research our purchase from 2001 and he advised the serial number on the intoxilyzer machine purchased by GC is 68002609. According to Mr. Triggs their records also indicate this machine was shipped to Ms. Wallace's address. Mr. Triggs further advised the records do not indicate this machine ever being returned to warranty or repairs.

I am familiar with Deetrice Wallace from my previous employment at the Harris County District Attorney's Office. Ms. Wallace was charged and convicted of TAMPERING WITH A GOVERNMENT RECORD after a thorough review of all of the Driving While Intoxicated criminal cases filed in the above mentioned counties. Ms. Wallace was convicted on the charge and the allegations were that she failed to properly service the intoxilyzer machines thus rendering the machines as **"not certifiable"** by the Texas Department of Public Safety. I then contacted Mr. Mack Cowan, who is the Scientific Director for DPS and in charge of the breath testing services for intoxilyzer machines in Texas. Mr. Cowan's contact telephone is 512-424-5200 and his email address is mack.cowan@dps.texas.gov.

I learned from Mr. Cowan that in February, 2001 DPS certified our intoxilyzer and a copy of the Instrument Linearity form was prepared by Ms. Wallace and signed by Mr. Cowan for our machine. Copies of these documents are attached. I also learned from Mr. Cowan that during the criminal investigation of Ms. Wallace in November, 2008 our machine was seized from Ms. Wallace at her residence along with several others. Mr. Cowan had access to DPS records on part of the history of our machine being placed in service by Ms. Wallace. According to Mr. Cowan, our machine was in service at the Galveston Police Department on January 6, 2006 (a previous Asset Custody report form dated 06-30-2003 signed by Janice Roach also indicated our machine was at the GPD). Our machine was taken out of GPD and on July 23, 2007 it was placed in service at the Friendswood Police Department. Our machine was then taken out of Friendswood PD on September 7,

2007. On September 19, 2007 our machine was placed in service at Clute Police Department in Brazoria County until March 15, 2008. Apparently Ms. Wallace used our machine as she saw fit.

As mentioned above, the criminal investigation into the activities of Ms. Wallace began in late 2008 and our machine was seized by DPS from her. Ms. Wallace was convicted in her criminal case and Mr. Cowan advised she made a request to DPS for the return of this (and other intoxilyzer machines) and our machine was returned to her in January 2011.

I prepared a certified, return receipt letter to Ms. Wallace asking for the return of our machine (sn 68002609). The return label # is 7009 2820 0001 7471 3553. I am awaiting a reply or call from Ms. Wallace.

Previously when I spoke with Mr. Cowan about possible recovering our machine I asked about the possibility of installing it at another location in Galveston County. Mr. Cowan advised me he (DPS) would **not** certify this machine (or any other which Ms. Wallace had control over) based on the criminal investigation against her. He further advised that in criminal cases where an intoxilyzer machine was used to gather evidence the history of each machine can be asked for by the defense. Since our machine was used by Ms. Wallace it cannot be placed in service.

UPDATE:

I returned to work on Thursday, April 25, 2013 and observed our missing intoxilyzer machine in my office. I had spoken to Ms. Wallace several times and she had agreed to bring the machine to me on Monday, April 29, 2013. A receipt was issued to Ms. Wallace for the return of the machine.

Based on all of the information listed above, I recommend this machine be destroyed as it cannot be placed in service by Galveston County or any other law enforcement agency in Texas (and probably the nation). Information received indicates the machine was used for a period of 5-6 years in our county before being moved to another county by the Technical Supervisor and then seized by DPS.

Additionally, a current check in the internet shows a similar intoxilyzer machine selling for $120.00 on ebay.

Thanks.
Johnny J. Freeze

JOHNNY J. FREEZE, Chief Investigator
Galveston County Criminal District Attorney's Office
600 59th Street, Suite 1001
Galveston TX 77551-4137
409-766-2371 / fax 409-765-2974
johnny.freeze@co.galveston.tx.us

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AGENDA ITEM #11.

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

May 21, 2013

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

Re: Request to Transfer Items to Sheriff's Office

Gentlemen,

Purchases of the following items were inadvertently made from County funded accounts for use by former Precinct 1 Constable, Don Cherry's office. After Constable Cherry's departure, these items were returned to me upon request as Commissioners' Court surplus. Current Precinct 1 Constable, Clint Wayne Brown, has expressed no interest in these items. Sheriff Henry Trochesset has stated that these items can be used to support Sheriff Office operations.

It is requested that the Commissioners' Court grant authorization to transfer the following items to the Sheriff's Office.

- One (1) set of ASR Model 150 Handcuffs $34.00
- One (1) ASR Model MK 5399 Triad LED Flashlight $85.00
- One (1) Bianchi Model 82; SIG P229 Gun Holster $55.00
- One (1) Bianchi Model 82; Baretta 92 Gun Holster $55.00

A photo of the items is attached.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

AGENDA ITEM #12.

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

May 21, 2013

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

Re: Request to Utilize State of Texas TXMAS (Texas Multiple Award Schedule)

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize the State of Texas TXMAS (Texas Multiple Award Schedule) program in lieu of the competitive bidding process for the purchase of an extended warranty maintenance contract with Johnson Controls Inc., for the Mid-County Annex chiller and cooling tower.

All contracts available to State of Texas cooperative members are developed as a result of competitive procurement procedures and awarded by the federal government's General Service's Administration (GSA) or any other governmental entity of the state. The reflected prices take advantage of most favorable customer pricing (MFC). In certain instances, lower pricing may be negotiated for the goods and services offered.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston County

Attachment

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 5/17/13	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Facilities	5. Department Contact: Charles Kenworthy	
6. Description: Consent approval extended warranty maintenance contract with Johnson Controls Inc. f0or Mid County Annex chiller and cooling tower submitted Facilities		
7. IFAS PEID No: 714889	8. Orgkey: 1101170100	9. Object Code: 5481000
10. Vendor: Johnson Controls Inc.	11. Vendor Contract No:	
12. Requested Legal Review: Yes / No (Explain if No) Legal Dept. reviewed agreement.		

Expenditure Budget / Revenue Projections

13. Fund Name	14. Fund #	15. Current Year Budgeted	16. Current Year Projected	17. Year 2 Projected	18. Year 3 Projected	19. Year 4 Projected	20. Year 5 Projected
General		45,702.00					
		60,000	45,702				
21. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 6/1/13	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date: 5/31/16	Contract # Issued By Purchasing: CM13219	

TXMAS-5-03FAC020

Approved By: [signature] Signature Date 5/17/13

Department Head:

Assistant Purchasing Agent: Gwen A McLaren. CPPB 5/20/2013

County Legal:

Contract listed in Budget Documentation: Yes / No

County Budget Office: [signature] 5/17/2013

Form Number:

Revised: 9/25/2012

Planned Service

CUSTOMER GALVESTON COUNTY
LOCAL JOHNSON CONTROLS OFFICE 10644 WEST LITTLE YORK RDSUITE 200 HOUSTON , TX , 77041
DATE 05/15/2013

Pricing Per TXMAS-5-03FAC020

Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals

As your building technology services partner, Johnson Controls can help ensure your building is performing at optimum levels. By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

YORK
BY JOHNSON CONTROLS

Johnson Controls

Executive Summary

PLANNED SERVICE PROPOSAL FOR GALVESTON COUNTY

Dear Mr. Kenworthy,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years - Starting 6/1/2013 and ending 5/31/2016 with two additional 1-year renewal options
- The agreement price for first year is $45,702.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- Pricing Per TXMAS-5-03FAC020
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Mark Schultz
Senior Account Executive
281-726-6769

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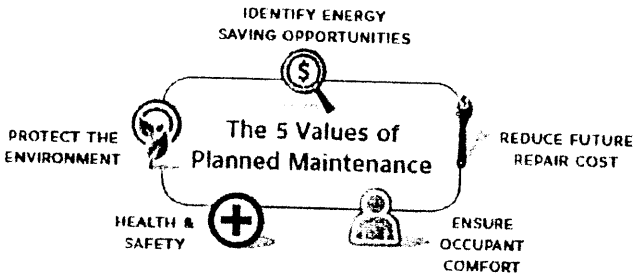
Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.



With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify Energy Savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce Future Repair Costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Ensure Occupant Comfort**
   A comfortable working environment enables employees to work more productively and may lead to increased job satisfaction.

4. **Health and Safety**
   When proper indoor conditions and plant requirements are maintained, business results may be improved by minimizing sick leave and reducing accidents.

5. **Protect the Environment**
   Greenhouse gas emissions can be minimized by maintaining equipment at peak efficiency, inspecting for refrigerant leaks and managing refrigerant charges.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

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Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies for the fourth year in a row by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recently recognized Johnson Controls as the #1 company in its annual "100 Best Corporate Citizens" list.

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Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local service operations agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service through a hand-held wireless device. Once the technician acknowledges the request, your service operations agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on our hand-held device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the service operations agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

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Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance. Routine maintenance such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, ensure occupant comfort, protect the environment and improve the health and safety of the building.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your planned service agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

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Planned Service Agreement

Customer Name: GALVESTON COUNTY
Address: 9850 E F LOWRY EXPRESSWAY TEXAS CITY TX 77539
Proposal Date: 05/15/2013
Estimate #: 1-2EOUV14

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 06/01/2013 and will continue until 5/31/2016 ("Original Term"). There will be two additional 1-year extension options. The Renewal Option notice will be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement.

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Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is $45,702.00. This amount will be paid to JCI in Annually installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within the terms of the Texas Prompt Payment Act~~. 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date.~~ Renewal price adjustments are set forth in the Terms and Conditions.

Pricing Per TXMAS-5-03FAC020

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Mark Schultz

Signature:

Title: Senior Account Executive **Date:**

Signature:

Title: JCI Branch Manager **Date:**

Proposal not valid until signed by JCI Branch Manager

By:

Signature:

Title: **Date:**

Customer PO#:

JCI Branch: **Houston Service - 0408**

Address: **10644 WEST LITTLE YORK RDSUITE 200**

HOUSTON TX 77041

Branch Phone: **(713) 934 2400**

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Schedule A

Equipment List (Selected Equipment to be serviced)

Site		Address			
GALVESTON COUNTY		9850 E F LOWRY EXPRESSWAY TEXAS CITY TX 77539			
Qty	**Equipment**	**Services Provided**	**# Per Year**	**Coverage Type**	**Extended Coverage**
2	Chiller, Water Cooled, Screw (Single Compressor), <250 Tons			Premium	
		Operational Inspection	3		
		Annual Inspection	1		
		Condenser Tube Brushing (removal and replacement of one head only)	1		
		Oil Sample and Analysis	1		
2	Chiller, Solid State Starter (SSS), Medium Voltage, 95-190 FLA			Premium	
		Operational Inspection	3		
		Annual Inspection	1		
1	Cooling Tower, Gravity Distribution, 300-599 Tons			Basic	NA
		Annual Inspection	1		
		Tower Cleaning	1		

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1	Chiller, Air Cooled, VSD Screw, 150-250 Tons			Premium	
		Operational Inspection	3		
		Annual Inspection	1		
		Condenser Coil Cleaning (with sound attenuation louvers)	1		
		Oil Analysis (2 Circuits)	1		
		VSD Coolant Change	1		

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Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	$45,702.00	Annually
Year2	$47,529.00	Annually
Year3	$49,428.00	Annually
Year4	$51,408.00	Annually
Year5	$53,469.00	Annually

Special Additions & Exceptions

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Terms and Conditions

DEFINITIONS

COVERED EQUIPMENT is the equipment for which Services are to be provided under this Agreement as set forth in the attached Equipment List.
EQUIPMENT FAILURE means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.
SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.
SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants and sprays, depending on the Covered Equipment.
REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.
REPAIR MATERIALS are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.
PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement for Covered Equipment.
EXTENDED SERVICE means service for repairs performed outside JCI's normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

If Services are performed, or materials, parts or equipment provided, beyond the scope or time period of those covered by the Service Coverage option selected by Customer, Customer agrees to pay JCI's standard fee for all additional Services, materials, parts and equipment.

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. JCI will advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With the Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition. This work will be done at JCI's standard fee for parts and labor in effect at that time. If the Customer does not want JCI to do the work identified by JCI, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.

B. STANDARD OF CARE AND WARRANTIES

Customer understands JCI is a provider of services under this Agreement and shall not be considered a merchant or a vendor of goods. JCI warrants its Services will be provided in a good and workmanlike manner. Any Services not performed in a good and workmanlike manner will be re-performed by JCI provided Customer notifies JCI as soon as possible, which shall be no later than one calendar year from the date the Services were performed. Customer acknowledges that re-performance, as provided herein, shall be its exclusive and only remedy with regards to any Services provided by JCI.

If a part is installed as part of JCI's Services, JCI warrants the installed part will be free from defects in workmanship and material until the end of the Term or for one (1) year from the date on which JCI installs the part, whichever is earlier. If the part is covered under a manufacturer's warranty for a term less than one (1) year, JCI's warranty to the Customer as to such part shall be limited to the term of the manufacturer's warranty. In order to assert a warranty claim, Customer must provide prompt written notice to JCI of its claim during the applicable warranty period. Any claim based upon this warranty must be brought within one (1) year of the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitation. JCI's sole obligation under this warranty shall be to repair or replace the defective part without charge to Customer during such warranty period. If JCI installs or furnishes equipment under this Agreement, and the equipment is covered by a warranty from the manufacturer, JCI will, to the extent transferable, transfer the benefits of such manufacturer's warranty to Customer. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL OTHER EQUIPMENT, MATERIALS, PARTS AND OTHER ITEMS PROVIDED BY JCI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER

C. EXCLUSIONS

JCI's Services and Warranty obligations do not include:

1) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as refrigerant, ribbons, bulbs, and paper;
2) failures beyond JCI's reasonable control, including (i) acts of God, (ii) abuse or misuse of equipment, (iii) alterations, adjustments, attachments, combinations, modifications, or repairs to equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) failure to comply with Customer's obligations contained in this Agreement, (vii) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including improper water treatment), and (viii) site-related problems, including power failures and fluctuations and failure to keep the site clean and free of dust, sand and other particles or debris;
3) service calls due to warranty claims on the Covered Equipment;
4) repainting or refinishing Covered Equipment;
5) electrical work to the Customer's facility;
6) stockpiling of parts or supplies;
7) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
9) service calls required because JCI had previously been denied access to the equipment;
10) disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCI as provided by the terms of this

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Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs; and

11) normal wear and tear.

D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1) The Customer warrants that all Covered Equipment is in good working condition and that the Customer has given JCI all information concerning the condition of the Covered Equipment.
2) The Customer agrees that, during the Term of this Agreement, the Customer will:
   (a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;
   (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and JCI;
   (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to, adequate space, electrical power, air conditioning, and humidity control;
   (d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
   (e) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
   (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCI's responsibility under this Agreement; and
   (g) cooperate with JCI and provide any and all necessary information to facilitate the delivery of the Services by JCI as described herein in a timely manner; and
3) The Customer acknowledges that its failure to meet its obligations will relieve JCI of any responsibility, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any Services.

E. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to the Covered Equipment. If, in JCI's sole opinion, such changes or alterations affect JCI's Services or obligations, JCI shall have the right to make appropriate changes to the scope of this Agreement or the Contract Price.

F. ACCESS

The Customer will give JCI full access to all equipment that is either Covered Equipment or associated with Covered Equipment when JCI requests such access. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access is provided. Matters affecting JCI's access to the Covered Equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of JCI's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

G. INDEMNITY

JCI and the Customer agree to indemnify the other Party and their officers, agents, directors, and employees, from third party claims, demands, or suits for bodily injury, including death, or tangible property damage resulting from the intentional misconduct or any negligent acts by their employees or agents. Customer expressly agrees JCI shall be responsible only for such injury or damage caused by the intentional misconduct or the negligent act of JCI's employees and agents and JCI shall not be responsible for any injury or damage caused, or contributed to, in any manner by Customer or any third-party. The obligations of JCI and of the Customer under this paragraph are further subject to paragraphs H and O below.

H. LIMITATION OF LIABILITY

JCI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) CAUSED BY THE MATERIALS, EQUIPMENT, PARTS OR SERVICES PROVIDED HEREUNDER OR THE FAILURE OF THE MATERIAL, EQUIPMENT, PART OR SERVICE TO PERFORM, ACCURATELY PERFORM, TIMELY PERFORM, OR OTHERWISE MEET THE NEEDS, SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JCI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (i) $25,000, OR (ii) THE AGGREGATE FEES PAID BY CUSTOMER TO JCI FOR THE SERVICES.

The waiver of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the products, parts or Services on an economic basis, and would not have entered into this Agreement, without such limitations

I. FORCE MAJEURE

1) JCI shall not be responsible to the Customer for damage, loss, injury, or delay caused by conditions beyond JCI's reasonable control, and without the intentional misconduct or negligence of JCI. Such conditions include, but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) terrorism, riots or war; or (j) unavailability of parts, materials or supplies.
2) If this Agreement covers fire safety or security equipment, the Customer understands that JCI is not an insurer regarding those services. JCI shall not be responsible for any damage or loss whatsoever that may result from fire safety or security equipment that fails to perform properly or fails to prevent loss or damage.
3) JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

J. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments to the Price and Payment Terms provision of this Agreement applicable to a renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

K. JCI's EQUIPMENT

JCI may provide tools, documentation, panels, or other control equipment in the Customer's building for JCI's convenience in performing JCI's Services. Such equipment shall remain JCI's property and JCI retains the right to remove the same during the Term or upon the termination of this Agreement.

L. JCI's EMPLOYEES

The Customer acknowledges that JCI's employees are a valuable asset to JCI. In the event during the Term of this Agreement or one hundred eighty (180) days thereafter Customer hires any JCI employee who worked at the Customer's facility at any time the Customer agrees to 1) pay JCI an amount equal to 12 months salary for such employee, and 2) reimburse JCI for all costs associated with any training JCI provided to such employee during the three years before the date the Customer hires such employee.

M. RESOLUTION OF DISPUTES

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Customer shall make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any renewal adjustments thereto, and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services hereunder. If a dispute, claim, or other matter in question ("Dispute") related in any manner to this Agreement arises, the Parties shall promptly attempt in good faith to resolve such Dispute by negotiation. The Parties further agree as follows:

1) EACH PARTY WAIVES ANY RIGHT TO TRIAL IN A COURT OF LAW AND TO TRIAL BY JURY.
2) Notice of Dispute: In order to be able to mediate or arbitrate any Dispute between JCI and Customer, written notice thereof must be given by the Party requesting mediation within five (5) days after the Dispute arises. The purpose of such notification is to place the notified Party on notice so proper measures can be taken to defend against such Dispute, and the **failure to give such notice shall preclude the Party desiring arbitration from subsequently mediating or arbitrating the particular Dispute.**
3) Mediation: As a condition precedent to arbitration, the Parties must submit the Dispute to mediation within five (5) days of the notice of dispute. Mediation shall be conducted in accordance with the then current mediation rules of the American Arbitration Association or other mediation service mutually agreed to by the Parties.
4) Arbitration: In the event mediation of the Dispute is unsuccessful, no later than five (5) days following such mediation the Dispute must be submitted to arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the Parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the Parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered there upon in accordance with applicable law in any court having competent jurisdiction thereof. The Party prevailing in the arbitration shall be entitled to an award of its reasonable costs, including reasonable attorney's fees, incurred as a result of the Dispute.
5) Services Obligation Suspended: The Parties agree while arbitration of the Dispute is pending, JCI's obligation to provide continued Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. In the event JCI elects to suspend its Services Customer will remain obligated to pay any outstanding amounts owed JCI but will not be obligated to pay for the Services suspended. The right of JCI to suspend its Services hereunder is in addition to all other rights JCI may have at law or in equity and does not impair the rights of JCI with regard to a Dispute hereunder. **The Customer expressly agrees JCI may not be held liable for damages of any nature which Customer may suffer as a result of JCI's temporary suspension of its Services in accordance with this provision.**
6) The rights and obligations of JCI herein are in addition to, and do not alter, impair, limit, or otherwise waive any other rights granted JCI in equity or by statute.

N. TERMINATION

In addition to the Term/Automatic Renewal provision of this Agreement, JCI and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach, including specific reference to the applicable provision(s) of this Agreement within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCI for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

O. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

1) Asbestos-Containing Materials: Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (a) JCI shall be responsible at is sole expense for remediating areas impacted by the disturbance of the ACM, and (b) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.
2) Other Hazardous Materials: JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Services ("JCI Hazardous Materials") and, other than mold, for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of mold and Non-JCI Hazardous Materials from it facilities and the remediation of any areas impacted by mold or the release of the Non-JCI Hazardous Materials. Notwithstanding the forgoing, if JCI had actual knowledge that Non-JCI Hazardous Materials other than mold were present and acted in disregard of that knowledge, then in such case (a) JCI shall be responsible at its sole expense for the remediation of any areas impacted by JCI's release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services.
3) Environmental Indemnity. To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and JCI's Subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's or the owner's use, storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O. To the fullest extent permitted by law, JCI shall indemnify and hold harmless Customer, its officers, directors, employees, agents, representatives, shareholders, affiliates, successors and assigns, from and against any and all losses, claims, damages, expenses (including reasonable legal fees and defense costs), claim, causes of action or liability, directly or indirectly, relating to or arising from JCI's use, storage, release, discharge, handling or presence of JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O.

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P. ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the Services, transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

Q. MISCELLANEOUS PROVISIONS

1) Any notice that is required to be given under this Agreement must be in writing and sent to the Party at the address noted on the first page of this Agreement.
2) This Agreement cannot be transferred or assigned by Customer without the prior written consent of JCI.
3) This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer.
4) Any change or modification to this Agreement will not be effective unless made in writing. Such written modification must specifically indicate that it is an amendment, change, or modifications to this Agreement.
5) The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
6) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer agrees to negotiate in good faith with JCI for appropriate and equitable changes to the scope or price of the Agreement or both.
7) The Parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.
8) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against JCI. The Services under this Agreement are being performed solely for the Customer's benefit, and no other party or entity shall have any claim against JCI because of this Agreement or the performance or non-performance of the Services hereunder.
9) The failure of JCI or the Customer to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right or remedy, as provider herein, shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of JCI or the Customer.

R. CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the State where the project is located.

S. SEVERANCE

Should any term, part, portion, or provision of this Agreement be decided or declared by the courts to be, or otherwise found to be, illegal or in conflict with any law of the state governing this Agreement or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, and provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be construed in the substance to constitute the Agreement that the Parties intended to enter into in the first instance.

T. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables") and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations hereunder. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof.

[END OF DOCUMENT]

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AGENDA ITEM #13.

Agency Name: Galveston County
Grant/App: 2737101 **Start Date:** 6/1/2013 **End Date:** 12/31/2013

Project Title: Galveston County Gang Surveillance and Arrest Initiative
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746000908

Application Eligibility Certify:
Created on:4/25/2013 9:22:22 AM By:Heather Morgan

Profile Information

Applicant Agency Name: Galveston County
Project Title: Galveston County Gang Surveillance and Arrest Initiative
Division or Unit to Administer the Project: Galveston County Sheriff's Office
Address Line 1: 601 54th St. Suite 2100
Address Line 2:
City/State/Zip: Galveston Texas 77550-1896
Start Date: 6/1/2013
End Date: 12/31/2013

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
User Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge

Project Director
User Name: Barry Cook
Email: barry.cook@co.galveston.tx.us
Address 1: 601 54th st. suite 2104
Address 1:
City: Galveston, Texas 77551
Phone: 409-766-2330 Other Phone: 409-766-2333
Fax: 409-765-2600
Title: Mr.
Salutation: Captain

Financial Official
User Name: Jeffrey Modzelewski
Email: jeff.modzelewski@co.galveston.tx.us
Address 1: 722 Moody (21st Street), 4th Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5328 Other Phone: 409-739-3879
Fax: 409-766-4583

Title: Mr.
Salutation: Mr.

Grant Writer
User Name: Cindy Pagan
Email: cynthia.pagan@co.galveston.tx.us
Address 1: 722 Moody, Suite 317
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5355 Other Phone:
Fax: 409-766-2539
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746000908
Data Universal Numbering System (DUNS): 081507709

Narrative Information

Primary Mission and Purpose

The Texas Legislature appropriated a one-time allocation from the Operators and Chauffeurs Fund to provide overtime for law enforcement agencies to target the disruption of organized gang activities.

Funding Levels

The anticipated funding levels for this program are as follows:

- Minimum Award - None
- Maximum Award – None
- The program does not require a grantee to provide matching funds.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Criminal Justice Program Requirements

Program Income - Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - Unless waived by the Director of the Criminal Justice Division, program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs and cannot be carried forward to another grant.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Units of Government

Uniform Crime Reporting - Applicant assures that they are current and will maintain timely reporing of required

cirme data to the Texas Department of Public Safety, have been current for the three previous years, and will continue reporting throughout the grant period.

Criminal History Reporting - Applicant assures that they are currently reporting and will maintain timely reporting of all information required under the Texas Code of Criminal Procedure, Chapter 60.

Constitutional Compliance - Applicant assures that they will engage in no activity that violates Constitutional law including profiling based upon race.

Information Systems - Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:
Katherine Branch
Enter the Address for the Civil Rights Liaison:
722 Moody, 3rd floor Galveston, Texas 77550
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:
409-770-5352

Certification

Each applicant agency will certify to the specific criteria detailed above under **Criminal Justice Program Requirements** to be eligible for funding under the Operators and Chauffeurs Fund.

X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
Galveston County has documented 2700 known gang members that have come through our County Jail. Many of them are continuing their criminal activities. We have found that 63 of these gang members are currently wanted by the Sheriff's Office and another 65 are wanted by out of County agencies. In addition, to the wanted gang members our Special Crimes Unit is currently investigating gang members continuing the organized criminal enterprises in the manufacturing and delivery of Methamphetamine and crack cocaine. These two drugs seemed to be readily available in the unincorporated areas of Galveston County.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
(attached PDF) TXGang wanted report and Gang members wanted by the Sheriff's Office (attached PDF)

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.
Enter your community planning needs:
The 2012-2013 Galveston County Community Plan specifically identifies the problem of local growth of gang enterprises and the negative effects to the community. According to the report, local gangs don't necessarily show their "colors" as had been the norm in the past but these groups become involved in narcotics crimes, property crimes, and other criminal activities that involve violence not only toward other gangs.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
It is the goal of the Galveston County Sheriff's Office to apprehend as many wanted gang members as possible and to remove these individuals from continuing their criminal activities and to disrupt and dismantle their organized criminal enterprises and to reduce the amount drugs being distributed in our County.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
Galveston County has approximately Twenty-seven hundred (2700) documented gang members within its jurisdiction. The Sheriff's Office would like to take two prolong approach to our problem here in Galveston County. The Sheriff's office is currently working on a methamphetamine problem in the unincorporated areas of our county with direct ties to the Aryan Brotherhood, Aryan Cycle and the Houstone Tango blasts gangs. Our initiative will address the surveillance needs to continue to attack this growing problem within Galveston County to disrupt and dismantle the organized criminal enterprises and arrest these individual for the manufacturing and distribution of these drugs and/or criminal offense that maybe identified, within our communities. The Sheriff's office currently holds active warrants on approximately one hundred and ten (63) documented gang members. In addition, to these hundred and ten (65) local wanted gang members, TXGANG shows that there are other gang members that are currently wanted that are from Galveston or maybe living here. This initiative will allow the Sheriff's office to pool resources together to locate and apprehend these gang members to remove them from the streets in an effort to reduce their ability to continue their various illegal criminal enterprises against the citizens of Galveston County.

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Gangs - Adult	100.00	Surveillance, research, and apprehension of wanted gang members.

Geographic Area:
This project will serve Galveston County in its entirety.

Target Audience:
The targeted audience are wanted and known Gang members.

Gender:
Both women and men that are wanted and known gang members.

Ages:
18 years old and up.

Special Characteristics:
None

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of cash seizures estimated to result from activities of grant paid gang officers.	0	5
Number of contract hours planned to support the gang initiative.	0	0
Number of contracts to be initiated in support of the gang initiative.	0	0
Number of felony arrests estimated to be made by grant paid gang officers.	0	30
Number of gangs to be targeted in the initiative.	0	5
Number of hours of overtime estimated to be paid to gang officers with grant funds.	0	500
Number of misdemeanor arrests estimated to be made by grant paid gang officers.	0	15
Number of NEW agency/department peace officers planned to be hired with grant funds to target gang activity.	0	0
Number of pieces of equipment to be purchased in support of the gang initiative.	0	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT	TARGET

	DATA	LEVEL
Cash value of forfeitures attributed to grant paid gang officers.	0	5000
Number of contract hours paid in support of the gang initiative.	0	0
Number of contracts executed in support of the gang initiative.	0	0
Number of felony arrests made by grant paid peace officers.	0	30
Number of forfeitures (cash and other assets) attributed to grant paid gang officers.	0	5
Number of gang officers or analysts receiving equipment that report a change in job performance as a result of the equipment.	0	0
Number of gang officers or analysts receiving equipment that report improved efficiency as a result of the equipment.	0	0
Number of gang officers or analysts receiving equipment that report improved program quality as a result of the equipment.	0	0
Number of gangs targeted.	0	5
Number of hours of overtime paid to gang officers with grant funds.	0	500
Number of misdemeanor arrests made by grant paid gang officers.	0	15
Number of NEW agency/department peace officers hired to target gang activity.	0	0
Number of pieces of equipment purchased for use by grant paid gang officers or analysts.	0	0
Number of total felony arrests by all peace officers at the grantee agency.	0	30
Number of total hours of overtime the law enforcement agency paid to peace officers regardless of the source of funding.	0	500
Number of total misdemeanor arrests by all peace officers at the grantee agency.	0	15
Number of total peace officers paid for by the grantee agency regardless of the source of funding.	190	190

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;

2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:
_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:
_ Yes
_ No
X N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
10/1/2013
Enter the End Date [mm/dd/yyyy]:
9/30/2014

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:
52953650
Enter the amount ($) of State Grant Funds:
946812

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:
X Yes
_ No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:
9/30/2013

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and

- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Katherine Branch, 722 Moody, 3rd floor, Galveston, Texas 77550
Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:
_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment
Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

Fiscal Capability Information
Organizational Information
Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace Officers	Surveillance, research, and apprehension of wanted gang members.	$20,800.00	$0.00	$0.00	$0.00	$20,800.00	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$20,800.00	$0.00	$0.00	$0.00	$20,800.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$20,800.00	$0.00	$0.00	$0.00	$20,800.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: CPagan

AGENDA ITEM #14.a.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

May 9, 2013

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

Re: Tax Refunds in Excess of $2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

Account Number	Amount	Reason
0179-0137-0000-000	$2,594.34	Supplemental Adjustment
5609-0000-0011-000	$3,502.34	Supplemental Adjustment

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

2012 SUPP#6

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
0179-0137-0000-000	$2,594.34	Supplemental Adjustment
5609-0000-0011-000	$3,502.34	Supplemental Adjustment

Revised

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 20, 2013

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of $2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

Account Number	Amount	Reason
1357-0002-0013-000	$ 3,853.16	Duplicate Payment
1382-0001-0021-000	$ 4,413.91	Duplicate Payment
1891-0000-0000-007	$ 4,343.61	Over Payment
1998-0002-0011-000	$ 3,626.75	Over Payment
2431-0005-0022-000	$ 2,678.41	Duplicate Payment
2775-0005-2200-005	$ 11,691.62	Over Payment
3015-0156-0000-001	$ 4,781.86	Duplicate Payment
3200-0000-0298-000	$ 3,460.49	Duplicate Payment
3204-0000-1007-000	$ 3,907.85	Over Payment
3204-0000-1007-000	$ 4,402.41	Over Payment
3397-0002-0010-000	$ 3,637.80	Over Payment
3505-0436-0008-002	$ 3,418.56	Duplicate Payment
4017-0000-0040-000	$ 4,930.17	Duplicate Payment
4365-0037-0001-000	$ 6,489.10	Duplicate Payment
4830-0000-0005-001	$ 5,767.49	Over Payment
5459-0003-0012-000	$ 3,264.70	Duplicate Payment
5516-0001-0008-000	$ 5,972.44	Over Payment
5568-0002-0702-000	$ 10,166.45	Duplicate Payment
5861-0001-0050-000	$ 7,809.52	Duplicate Payment
5868-0001-0016-000	$ 10,719.63	Duplicate Payment
5870-0002-0056-000	$ 7,879.52	Duplicate Payment
5896-0000-0004-000	$ 2,597.47	Duplicate Payment

5970-0000-0101-000	$ 3,812.73	Duplicate Payment
6041-0001-0016-000	$ 3,342.41	Duplicate Payment
6071-0000-0000-009	$ 39,842.01	Duplicate Payment
6235-0002-0001-000	$ 9,592.35	Over Payment
6241-0003-0021-000	$ 2,913.74	Duplicate Payment
6241-0003-0029-000	$ 3,154.63	Duplicate Payment
6377-0000-0652-000	$ 2,529.76	Duplicate Payment
6670-0000-0010-000	$ 5,627.47	Duplicate Payment
6689-3002-0004-000	$ 3,324.97	Duplicate Payment
6906-0002-0066-000	$ 3,022.48	Duplicate Payment
7145-0000-0068-000	$ 5,990.95	Over Payment
7248-2001-0019-000	$ 3,632.01	Duplicate Payment
7248-3001-0029-000	$ 3,070.02	Duplicate Payment
8600-0470-3478-020	$ 2,849.86	Duplicate Payment
8600-0470-3478-040	$ 3,023.51	Duplicate Payment
8600-0470-3478-060	$ 3,380.08	Duplicate Payment
8600-0681-0510-000	$ 5,041.27	Duplicate Payment
8700-0501-0640-000	$ 5,734.21	Over Payment

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

AGENDA ITEM #15.

F/M 646 (I.H. 45 to F.M. 517)

Correction Assignment

The State of Texas	§
	§
County of Galveston	§

This Indenture made this _____ day of _____, 2013, by and between the **County of Galveston,** a political subdivision of the State of Texas **(County)** and the **State of Texas,** acting by and through the **Texas Department of Transportation (TxDot)** is as follows:

Whereas, by instrument dated October 2, 2012, filed for record on October 3, 2012 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County under film code #2012054236 et. seq., the **County** assigned eight (8) utility and drainage easements to **TxDot**; and

Whereas, by error, in the same instrument the **County** also inadvertently assigned the following described access road easement to **TxDot**, to-wit:

> **Access Road Easement** from **Sonrisa Properties, LTD**. to the **City of League City** dated August 27, 2008 and filed for record on November 10, 2008 Official Public Records of Real Property of the Office of the County Clerk of Galveston County under film code #2008061051; and

Whereas, the **County**, having no ownership rights to the **Access Road Easement** should not have included it in the October 2, 2012 Assignment to **TxDot;** and

Whereas, to correct this error and to prevent difficulties hereafter, it is expedient for both the **County** and **TxDot** to execute this **Correction Assignment.**

Now, Therefore Know All Men By These Presents: That for and in consideration of the premises herein recited, the **County of Galveston**, a political subdivision of the State of Texas, does hereby **Transfer and Assign** all of its dominion, control and jurisdiction in the following described eight (8) utility and drainage easements to the **State of Texas**, acting by and through the **Texas Department of Transportation**, its successors, said utility and drainage easements being more particularly described in the following instruments, to wit:

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047817 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 01E);

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047815 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 02E);

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recoding number 2008047813 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 04E);

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047810 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 05E);

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047807 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 06E);

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047825 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 07E);

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047823 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 08E);

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047821 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 09E).

In Witness Whereof this **Correction Assignment** is executed by both parties this _____ day of _____, 2013.

County of Galveston

_____

Mark A. Henry
County Judge

Attest:

Date: _____

_____

Dwight D. Sullivan
County Clerk

State of Texas
Texas Dept. of Transportation

_____

Michael Beitler, P.E.
East ROW Project Delivery Mgr.

Acknowledgements

County of Galveston	§
	§
State of Texas	§

Before Me, the undersigned authority, on this day personally **Mark A. Henry**, County Judge of the County of Galveston, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said County, that he was duly authorized to perform the same by the Galveston County Commissioners' Court and that he executed the same as the act of the County of Galveston for the purposes and consideration therein expressed, and in the capacity therein stated.

Given Under My Hand and Seal of Office this ____day of _____, 2013.

_____

Notary Public, in and for the
State of Texas

3.

Acknowledgment

County of Travis §
§
State of Texas §

Before Me, the undersigned authority, on this day personally **Rick Perry, Governor of the State of Texas** acting on behalf of the **Texas Department of Transportation (TxDot)** by known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said **Texas Department of Transportation (TxDot),** that he was duly authorized to perform the same by the laws of the **State of Texas** and that he executed the same as the act of **Texas Department of Transportation (TxDot)**for the purposes and consideration therein expressed, and in the capacity therein stated.

Given Under My Hand and Seal of Office this ____day of _____, 2013.

_____
Notary Public, in and for the State of Texas

AGENDA ITEM #16.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TEXAS 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

May 8, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: Cause #10TX0159
CAD # 5182-0137-0001-000
Grantee: Adriana C. Weathers

Dear Ms. Martinez,

We have received an offer on the above Tax Foreclosed Property in which the County of Galveston is the Trustee. Since this property is not subject to the Interlocal Agreement and since the bid is below the judgment amount it must be approved by each of the taxing entities. This property has two tracts which were to be sold as one in the Sheriff's Sale of April 2, 2013. Ms. Weathers is only interested in Tract 1 (5182-0137-0001-000) and does not want Tract 2 (5182-0167-0005-000). Please see her added message with the Bid Form. Attached for your reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map. The taxes/costs shown on the Proceeds Distribution Form are for both tracts as they were struck off as one. Also, subject to the judgment, taxes for 2010 thru 2012 are not included and total an additional $370.64 which will have to be paid by Ms. Weathers.

Please have this Trustee's Deed/sale placed on next Commissioner's Court Agenda for consideration. If this sale is approved by the County of Galveston, please have the attached Trustee's Deed signed by Judge Henry. Once it has been signed and notarized, please return it to us at the above address. We will contact the other taxing entities involved for their approval and will see that the Resale Deed is properly executed.

Please contact me if we can provide further information or assistance.

Thank you,

Judy A. Fuller
Executive Administrative Assistant
to Mark E. Ciavaglia

jf:encls.

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Tract 1: Lot 1, Block 137, Moores Addn.
Tract 2: Lot 5, Block 167, Moores Addn.

LOCATION: vacant land near Hwy 3 & W. Strawberry St., League City

CAD ACCOUNT #:
5182-0137-0001-000 & 5182-0167-0005-000

Land NHS Tract 1: $5,850
Tract 2:$ 730

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 04/02/13

REDEMPTION EXPIRES: 10/02/13

CAUSE # 10TX0159

STYLED: Galveston County, et al. vs. Minnie Ransom, et al.

DATE DEED RECORDED:
Not recorded yet

RECORDING REFERENCE:

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $5,037.63

TAX RESALE INFORMATION

BID AMOUNT: $1,000

NAME OF BIDDER: Adriana C. Weathers
7502 Prestwick St.
Houston, TX 77025

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **10TX0159** on the docket of the **122nd** District Court
Galveston County, et al. vs. Minnie Ransom, et al.

Property Account Number: **5182-0137-0001-000 & 5182-0167-0005-000**

Legal Description: **Tract 1: Lot One (1), in Block One Hundred Thirty-Seven (137), Moores Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 1141, Page 347 in the Official Deed Records of Galveston County, Texas**

Property Sold at Sheriff's Sale Conducted on April 2, 2013 for **$5,037.63**

Property Re-Sold to **Adriana C. Weathers, 7502 Prestwick St., Houston, TX 77025** for **$One Thousand and no/100 Dollars**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(2) Advertising:		
to "Galveston County Sheriff's Dept." (publication costs)	$ 1,340.48	$ 1,000.00
(3) Attorney Ad Litem Fees		
to "Mark J. Kelly, 1501 Amburn Rd, #9, Texas City, TX 77591	$ 500.00	$ 0.00
(4) Court Costs		
to "Galveston County District Clerk"	$ 1,027.00	$ 0.00
(5) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee)	$ -	$ 0.00
(6) Title Search Fees		
to "Lyn Wingert & Associates"	$ 350.00	$ 0.00
	$ 3,217.48	$ 1,000.00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.386122338	$ 384.42	$ 0.00
to "DICKINSON INDEPENDENT SCHOOL DISTRICT"	0.000000000	$ 824.55	$ 0.00
to "COLLEGE OF THE MAINLAND"	0.146338162	$ 145.69	$ 0.00
to "CITY OF LEAGUE CITY"	0.467539500	$ 465.48	$ 0.00
	Subtotal	$ 1,820.14	$ 0.00
	Grand Total	$ 5,037.62	$ 1,000.00

Struck off for $5,037.62 2010 - 2012 not in Judgment
CAD Value: Tract 1 Land NHS $5,850 Tract 2 Land NHS $730
She only wants Tract 1 - not interested in Tract 2
This shows taxes/costs on both as they were struck off as one.

BID FORM
FOR TAX FORECLOSED PROPERTY

I (We), Adriana Weathers hereby declare and certify that:

(A) I (We) are the Bidder(s) for the following property:

CAD Property # ~~Lot 1~~ 5182-0137-0001-000, described as follows:

Lot 1 Block 137 Morrels Addition

(B) Bid amount $ 1,000

please read

Enclosed is my (our) bid deposit, a Cashier's check in the amount of $ 100.00, which is ten percent (10%) of my (our) bid. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that each of the taxing entities made a party to the foreclosure have the right to reject any or all bids and waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

(D) By my signature below, I certify that I understand the conditions and limitations of this sale. I further understand that the "minimum bid" amount may not include other taxes which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the taxing entities and its agents from any action or damages arising from the purchase of this property.

(E) I/We acknowledge that properties sold pursuant to this sealed bid sale are sold in satisfaction of all taxes, penalties, interests, costs and fees included in the judgment rendered in the delinquent tax lawsuit, as referenced in the column entitled 'Cause #'. Taxes for tax years not included in the judgment must be paid by the purchaser of the property in addition to the successful bid amount.

ADRIANA C. WEATHERS
*Bidder(s) printed name [if individual(s)]

Adriana Weathers
Bidder(s) Signature(s) [if individuals(s)]

*Bidder's printed name [if an entity]

Authorized signature [on behalf of entity]

7502 Prestwick St.
*Address

832-455-7960 cell
Phone Number / Fax Number

Houston, Tx. 77025
*City/State/Zip Code

adriana5gem@Yahoo.com
Email Address

*** as it will appear on the Deed**

lot 1 is in X area which next year will be in the flood zone.

lot is mostly a ditch full of growth (trees, weeds, bushes) and littered w/ tires, car parts, etc., etc.. It will take a considerable amount of money to clean it up, ~~and~~ fill it up (quite a few truckloads of dirt) and level it. will be necessary

Why do I want to purchase it, even though it's been in the auction twice unsuccessfully?

Simply because it's next to my property.

The other lot is fully in the flood zone even more so than Lot 1 which, according to the engineers in League city, will very much be included in the flood zone as of next January. They've already warned me.

There's also a big oil pipeline running alongside the back of LOT 1.

DOCUMENT CONTAINS A PRISMATIC COLORED BACKGROUND, ARTIFICIAL WATERMARK ON BACK. EAGLE ON THE RIGHT WILL DISAPPEAR WHEN RUBBED OR BREATHED ON.

P.O. Box 768 • Sulphur Springs, Texas 75483 • (800) 621-8030 • (903) 885-1283

GSC Enterprises, Inc. d/b/a

FIDELITY EXPRESS

The Total Solution®

INTERNATIONAL MONEY ORDER

[redacted] 7

CAD 5182-0137-0004-000

NOT VALID UNLESS MONEY ORDER IS MACHINE IMPRINTED

04/23/2013

03389919507

PAY THIS AMOUNT
NOT GOOD OVER $500

**ONE HUNDRED AND 00/100 DOLLARS **

0023349
8876823

$100 DOLS 00 CTS

PAY TO THE ORDER OF
Pague a la orden de

PAYABLE THROUGH
NORTH AMERICAN BANKING COMPANY
MINNESOTA

Galveston County

Adriana Weathers

PURCHASER'S SIGNATURE in Ink as Issuer (Firma de Comprador en Tinta como Expedidor)

7502 Prestwick St. Houston, TX 77028

PURCHASER'S ADDRESS (Direccion del Comprador)

BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

[redacted]

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277
Data on this Web site represents Preliminary 2013 Information CLICK HISTORY FOR

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- NEW OGI Maps
- GIS Map Viewer
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- County Tax Office
- Texas CADs

Property Detail Sheet (R165788)

History Plat Map GIS Map Datasheet Protest

Owner Information

Owner ID:	O407483
Owner Name:	COUNTY-GALVESTON
Owner Address:	722 MOODY AVE GALVESTON,TX 77550-2317
Email Address:	No email address on file.
Property Address:	

Parcel Information

Legal Description:	ABST 19 PERRY & AUSTIN LOT 1 BLK 137 MOORES ADDN
Neighborhood:	5182(5182 - Moores Addn)
Acreage:	0.149
Cross Reference:	5182-0137-0001-000
Undivided Interest:	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes:	S11 (Dickinson Isd) GGA (Galveston County) J05 (Mainland College) RFL (Co Road & Flood) C40 (League City)
Deed Type:	Sheriff's Deed
Deed Book:	
Deed Page:	2011010210
Map Page:	166-A
Links:	

Click here to view your 2012 certified values and prior history.

Land

ID	Type	SPTB	Acre	Market
Land1	IL (Interior Lot)	C9 (Exempt Vacant Lots/tracts)		*Unavailable*

A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available here.

2013
R165788

04/03/2013

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O407483) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 19 PERRY & AUSTIN LOT 1 BLK 137 MOORES ADDN	EX	Unavailable
		Entities	**Assessed**
		S11, GGA, J05, RFL, C40	Unavailable

Situs Address

Sales

Date	Volume	Page	Seller Name
02/23/2011	2011010210		RANSOM MINNIE C

History Information

	2012	2011	2010	2009
Imp HS	$0	$0	-	-
Imp NHS	$0	$0	-	-
Land HS	$0	$0	-	-
Land NHS	$5,850	$5,850	$5,850	$5,850
Ag Mkt	$0	$0	-	-
Ag Use	$0	$0	-	-
Tim Mkt	$0	$0	-	-
Tim Use	$0	$0	-	-
HS Cap	-	-	-	-
Assessed	$5,850	$5,850	$5,850	$5,850

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
C9	Interior Lot	6500F		

Improvements

Type	Description	Area	Year Built	Eff Year	Value

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277
Data on this Web site represents Preliminary 2013 Information CLICK HISTORY FOR

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- NEW OGI Maps
- GIS Map Viewer
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- County Tax Office
- Texas CADs

Property Detail Sheet (R165956)

History Plat Map GIS Map Datasheet Protest

Owner Information

Owner ID:	O407483
Owner Name:	COUNTY-GALVESTON
Owner Address:	722 MOODY AVE GALVESTON,TX 77550-2317
Email Address:	No email address on file.
Property Address:	

Parcel Information

Legal Description:	ABST 19 PERRY & AUSTIN LOT 5 BLK 167 MOORES ADDN
Neighborhood:	5182(5182 - Moores Addn)
Acreage:	0.149
Cross Reference:	5182-0167-0005-000
Undivided Interest:	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes:	S11 (Dickinson Isd) GGA (Galveston County) J05 (Mainland College) RFL (Co Road & Flood) C40 (League City)
Deed Type:	Sheriff's Deed
Deed Book:	
Deed Page:	2011010210
Map Page:	166-A
Links:	

Click here to view your 2012 certified values and prior history.

Land

ID	Type	SPTB	Acre	Market
Land1	UN (Undeveloped)	C9 (Exempt Vacant Lots/tracts)		*Unavailable*

A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available here.

2013
R165956

04/03/2013

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O407483) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 19 PERRY & AUSTIN LOT 5 BLK 167 MOORES ADDN	EX	Unavailable
		Entities	**Assessed**
		S11, GGA, J05, RFL, C40	Unavailable

Situs Address

Sales

Date	Volume	Page	Seller Name
02/23/2011	2011010210		RANSOM MINNIE C

History Information

	2012	2011	2010	2009
Imp HS	$0	$0	-	-
Imp NHS	$0	$0	-	-
Land HS	$0	$0	-	-
Land NHS	$730	$730	$730	$730
Ag Mkt	$0	$0	-	-
Ag Use	$0	$0	-	-
Tim Mkt	$0	$0	-	-
Tim Use	$0	$0	-	-
HS Cap	-	-	-	-
Assessed	$730	$730	$730	$730

Building Attributes

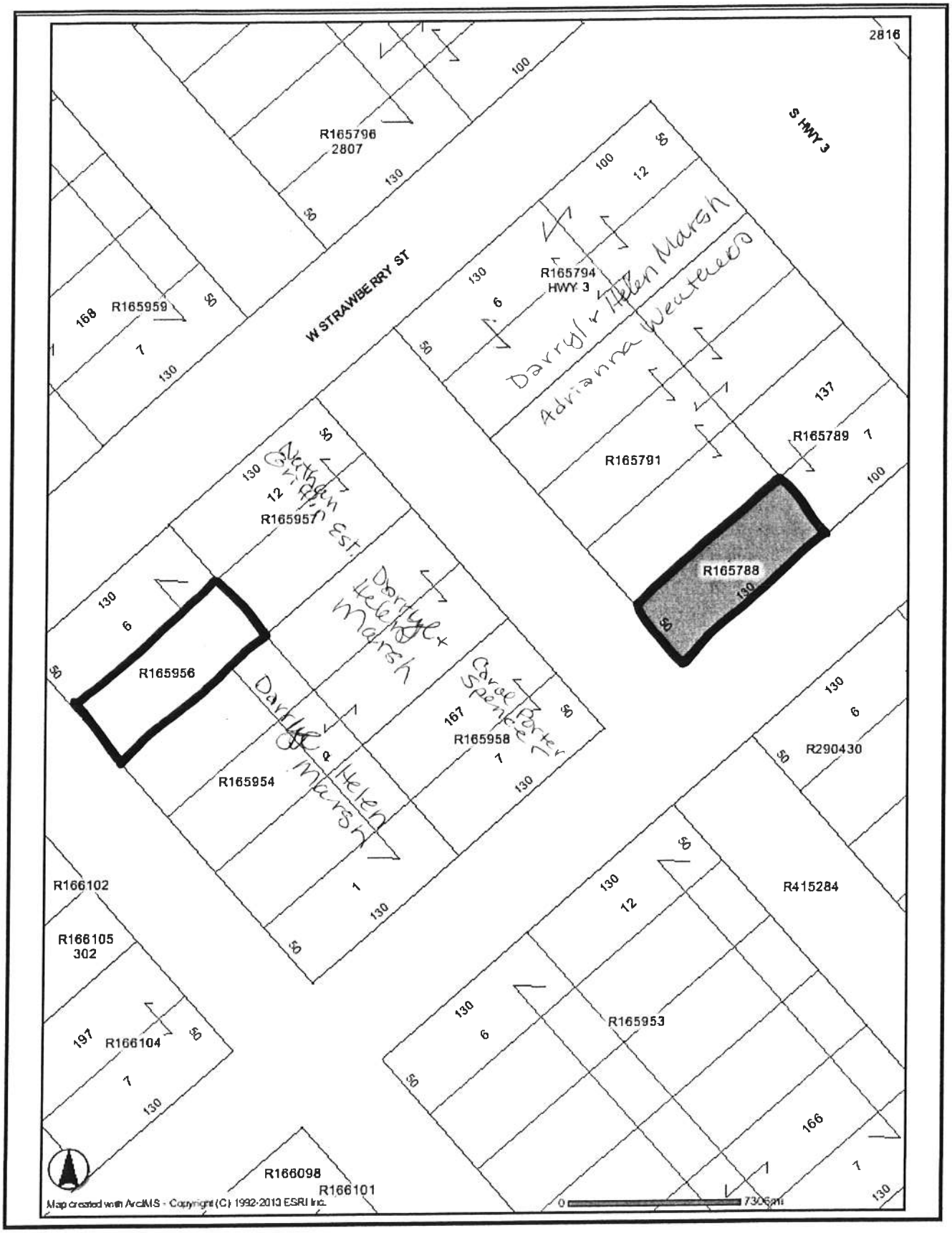
Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
C9	Undeveloped	6500F		

Improvements

Type	Description	Area	Year Built	Eff Year	Value


2816
S HWY 3
W STRAWBERRY ST
R165796
2807
R165794
HWY 3
R165959
168
R165791
R165789
137
R165788
R165957
R165956
R165954
R165958
167
R290430
R415284
R166102
R166105
302
R166104
197
R165953
166
R166098
R166101
Map created with ArcIMS - Copyright (C) 1992-2013 ESRI Inc.
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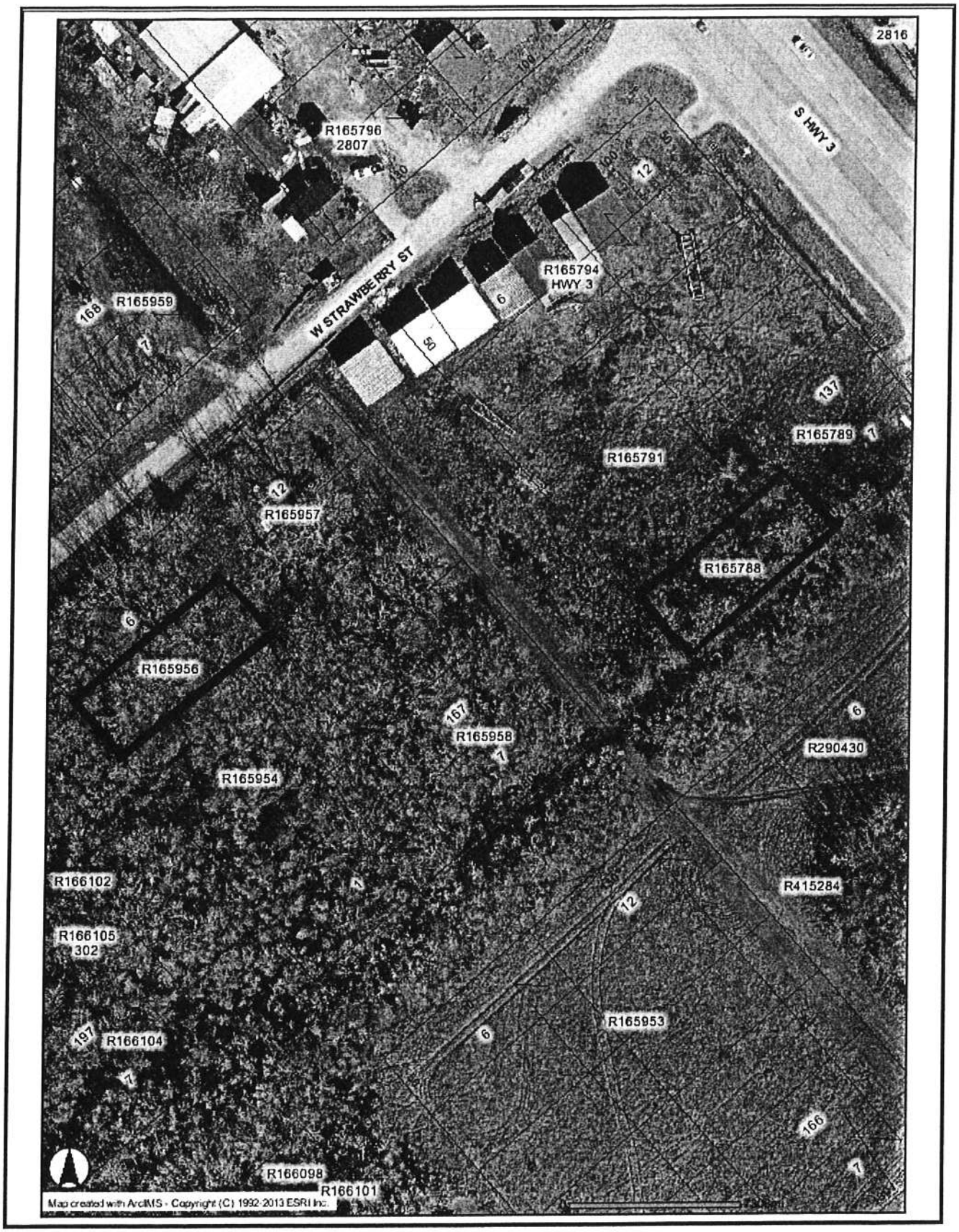

2816
S HWY 3
R165796
2807
W STRAWBERRY ST
R165794
HWY 3
R165959
168
R165789
137
R165791
R165957
R165788
R165956
R165958
167
R290430
R165954
R166102
R415284
R166105
302
R165953
R166104
197
166
R166098
R166101
Map created with ArcIMS - Copyright (C) 1992-2013 ESRI Inc.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **122nd** Judicial District in Cause Numbered **10TX0159** styled **"Galveston County, et al. vs. Minnie Ransom, et al."** the Sheriff of Galveston County, on March 1, 2013, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **April 2, 2013**, sold and conveyed the premises to **Galveston County**, as Trustee for itself and for **City of League City**, **College of the Mainland** and **Dickinson Independent School District** for the sum of **Five Thousand Thirty-Seven and 63/100 Dollars ($5,037.63)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **One Thousand and no/100 Dollars ($1,000.00)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

NOW, THEREFORE, in consideration of the sum of **One Thousand and no/100 Dollars ($1,000.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, Galveston County, City of League City, and College of the Mainland, ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Adriana C. Weathers**, of **7502 Prestwick St., Houston, TX 77025** ("GRANTEE"), the following described real property, to wit:

Tract 1: Lot One (1), in Block One Hundred Thirty-Seven (137), Moores Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 1141, Page 347 in the Official Deed Records of Galveston County, Texas.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

c) subject to any right of redemption; and

d) subject to rights of parties in possession.

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

a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,

b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),

d) compliance with applicable environmental laws, rules or regulations; and

e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

c) that any information provided with respect to the property was obtained from a variety of sources,

d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and

e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

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

consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

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

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

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2013.

COUNTY OF GALVESTON

By:_____
Mark Henry, County Judge of Galveston County, Texas

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

EXECUTED this the _____ day of _____, 2013.

DICKINSON INDEPENDENT SCHOOL DISTRICT

By:_____

_____
(Print Name and Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of Dickinson Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

EXECUTED this the _____ day of _____, 2013.

COLLEGE OF THE MAINLAND

By:_____

_____
(Print Name and Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of College of the Mainland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

EXECUTED this the _____ day of _____, 2013.

City of League City

By:_____

_____
(Print Name and Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of City of League City, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

After recording return to:
Linebarger Goggan Blair & Sampson, LLP
P O Box 2789
Texas City, TX 77592-2789

AGENDA ITEM #17.b.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 5/7/2013	2. Contract Type: Expense Revenue Other		3. Renewal Contract: Yes / No
4. Department Name: Community Services		5. Department Contact: Connie Nicholson	
6. Description:	Contract for Connect Transit San Leon/Bacliff		
7. IFAS PEID No: 400782	8. IFAS Req No: 1101	440100	10. Object Code: 5496150
11. Vendor: Gulf Coast Center		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
Contract Gulf Coast Center	1101	15,000	15,000				
22. Totals:		15,000	15,000	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: Oct. 1, 2012	Auto Renewal Contract: Yes / No	Bid No: N/A	
Contract End Date: Sept. 30, 2013	Contract # Issued By Purchasing: CM13205		

Approved By:	Signature	Date
Department Head:	Connie Nicholson	5/7/2013
Purchasing Agent:		5-7-2013
County Legal:		5-8-13

Contract listed in Budget Documentation Yes / No

County Budget Office: 5/8/2013

MEMORANDUM OF UNDERSTANDING
RELATED TO TRANSIT CONNECT

1. Purpose: This memorandum is to memorialize the purpose and intent of the County of Galveston and the Gulf Coast Center regarding the continuing partial funding by Galveston County for a transportation service coordinated by the Galveston Coast Center.

2. Gulf Coast services: The Gulf Coast Center is a public transit authority for the purpose of receiving federal transportation funds. The Center has successfully obtained funds to operate a number of transit routes throughout Galveston County and conducts such operation under the name "Connect Transit". The Center has received funding through the Texas Department of Transportation and the Houston Galveston Area Council for the purpose of operating a Connect Transit bus route between San Leon and Bacliff; the Center has operated this route since March 2010.

3. Galveston County local funding: The Center has funded the Connect Transit system by receipt of grant monies as well as the receipt of local match money from local governmental units within Galveston County such as the City of Dickinson, Texas City and League City. The San Leon/Bacliff transportation route has utilized match money in the amount of $15,000 from the County of Galveston since 2010.

4. FY 2013 appropriation: The County of Galveston's fiscal year 2013 runs from October 1, 2012 to September 30, 2013. The County has appropriated in its budget for FY 2013 the sum of $15,000 as its local match for the support of the San Leon/Bacliff transportation route. The Center represents and the County accepts the representation that the annual match money is still needed to operate to the San Leon/Bacliff bus route. The Center agrees to apply the funds delivered by the County to the operation of the San Leon/Bacliff bus route.

5. Connect Transit operation: The parties agree the County is merely a funding source and will have no role or responsibility in the operation of any phase of the Connect Transit program. The Center will be solely responsible for the operation, maintenance, insurance, and suitability of the vehicles utilized by Connect Transit. To the extent possible under the laws of the State of Texas, the Center agrees to indemnify and hold harmless the County from any claim arising from the operation of Connect Transit. The Center will be solely responsible to endure compliance with any requirement of regulation imposed by the Texas Department of Transportation, or any other governmental entity, through the grant awarded by the HGAC.

6. Future appropriations: Nothing in this memorandum obligates the County of Galveston to guarantee the provision of funds to the Center for the operation of the San Leon/Bacliff bus route, or any other route operated by the Center, beyond the FY 2013 budget. The Center shall submit requests for future funding through the County's Director of Community Services for consideration in the annual County budget hearings; the Center shall submit its transportation funding request no later than April 1st of each year. The Commissioners Court shall consider such funding requests on an annual basis as part of its normal budget deliberations. Any decisions made by the Commissioners Court of Galveston County shall be communicated to the Center through its Director of Community Services.

7. Combined future requests: The parties acknowledge that the appropriation of funds for the use of the Center for the operation of a route under "Connect Transit" is merely one of a variety of activities conducted by the Center for which the County provides some degree of funding. If in the future the Center and the County, through its Director of Community Services, determine it is more practical to include the funding request for "Connect Transit" as part of a single funding request to the County for all Center activities, the Center will do so through coordination with the County's Director of Community Services.

8. No guarantee of future funding: The Center acknowledges that nothing in this agreement binds the County to make any future appropriation for the operation of Connect Transit, or any other program operated or undertaken by the Center, at any time in the future. Rather future appropriation requests will be considered by the County on an annual basis.

9. Contacts: The County's point of contact for administration of this agreement shall be:

Director of Community Services
County Courthouse 5th Floor
722 Moody
Galveston, Texas 77551
(409) 770-5543

The Centers point of contact for administration of this agreement shall be:

Carolyn Rose, Director Administrative Services
The Gulf Coast Center
4444 West Main, League City, TX 77573
(409)944-4447

10. This agreement represents the entire agreement of the parties and is solely an agreement regarding the administrative mechanism related to funding of a certain activity of the Center by the County. This memorandum shall remain in effect for that period for which the County of Galveston provides funding for the operation of the Connect Transit system. At such a time when the County declines to provide funding, or the Center ceases operation of the Bacliff/San Leon Connect Transit route described herein, this memorandum shall be automatically terminated.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

This agreement is executed by the parties in multiple originals on the dates set forth below following the authorized signature of the party representatives.

For the County of Galveston

_____
Mark Henry
County Judge of Galveston County
Date:_____

Attest:

_____
Dwight Sullivan
County Clerk of Galveston County

For the Gulf Coast Center

Mike Winburn
Mike Winburn
Executive Director
Date: 5/6/13

San Leon-Baclif Fixed Route

FY2010 Data		FY2011 Data		FY2012 Data		FY2013 Data	
Sep-09	n/a	Sep-10	542	Sep-11	604	Sep-12	518
Oct-09	n/a	Oct-10	597	Oct-11	307	Oct-12	628
Nov-09	n/a	Nov-10	403	Nov-11	360	Nov-12	516
Dec-09	n/a	Dec-10	540	Dec-11	420	Dec-12	440
Jan-10	n/a	Jan-11	446	Jan-12	466	Jan-13	539
Feb-10	n/a	Feb-11	258	Feb-12	350	Feb-13	516
Mar-10	49	Mar-11	668	Mar-12	1,046	Mar-13	582
Apr-10	276	Apr-11	446	Apr-12	679	Apr-13	636
May-10	300	May-11	462	May-12	667	May-13	
Jun-10	375	Jun-11	716	Jun-12	685	Jun-13	
Jul-10	435	Jul-11	576	Jul-12	729	Jul-13	
Aug-10	497	Aug-11	678	Aug-12	710	Aug-13	
FY2010 Totals	1,932	FY2011 Totals	6,332	FY2012 Totals	7,023	FY2013 Totals	4,375
Average/Monthly	322	Average/Monthly	528	Average/Monthly	585	Average/Monthly	547

Galveston County Route Funding Support Allocation

Annual Amount	$ 15,000	Annual Amount	$ 15,000	Annual Amount	$ 15,000	YTD Amount	$ 10,000
Cost/Totals	$ 7.76	Cost/Totals	$ 2.37	Cost/Totals	$ 2.14	Cost/Totals	$ 2.29

AGENDA ITEM #18.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 5/20/2013	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: County Architect	5. Department Contact: Dudley Anderson	
6. Description: contract for partial demolition @ N Jail Annex		
7. IFAS PEID No: 715674	8. IFAS Req No:	9. Orgkey: / 10. Object Code:
11. Vendor: C&C Demo, Inc.	12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No) No - standard contract		

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
See attachment							
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 05/28/13	Auto Renewal Contract: Yes / No	Bid No: B13020
Contract End Date: 09/28/13	Contract # Issued By Purchasing: CM13181	

Approved By:	Signature	Date
Department Head:	James D. Anderson	5/21/2013
Purchasing Agent:		5-21-2013
County Legal:		

Contract listed in Budget Documentation: Yes / No

County Budget Office: 5/20/2013

Budget Amendment Needed
21020

Form Number:

Revised: 9/25/2012

Record Storage Facility..... Old North Jail
Hurricane Ike Repairs:
PW 14465.....Elevator at Old North Jail
PW 14498..... Elevator at Old Courthouse Annex
PW 14499..... Elevators at South Jail Parking Garage
PW 15601..... Old North Jail - A
PW 15601.....Old Courthouse Annex - B
PW 15079..... N. Jail/Annex Asbestos Abatement

Agreement between Galveston County and Contractor

Agreement for : Galveston County Project 09-009

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 Competitive sealed Proposal..

Contract No:_____

Proposal No: B131020

Contractor: C&C Demo, Inc.
P.O. Box 764
Orange, Texas 77631

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:

Proposal Package #01 includes: Partial demolition of the Old North Jail and Old Courthouse Annex at the 722 Moody campus in Galveston, Texas for Galveston County. This work is more fully described in the documents listed below.

Addenda 1 April 30, 2013
Addenda 2 May 3, 2013

• **Project Manual** dated March 26, 2013- Volume 1 Sections 02225 sup1, 02225 sup 2, and 02225 sup 3 and Volume 2 Division 0, Division 1, and Division 2 Section 02225.

• **Drawing sheets**:
Record Storage Facility.....Old North Jail.....CS1 - March 26, 2013
Record Storage Facility.....Old North Jail.....CS2 - March 26, 2013
Record Storage Facility.....Old North Jail.....SD1 - March 26, 2013
Record Storage Facility.....Old North Jail..... AD1.1 - March 26, 2013
Record Storage Facility.....Old North Jail..... AD1.2- March 26, 2013
Record Storage Facility.....Old North Jail..... AD1.3- March 26, 2013

Record Storage Facility.....Old North Jail..... AD1.4- March 26, 2013
Record Storage Facility.....Old North Jail..... AD1.5- March 26, 2013
Record Storage Facility.....Old North Jail..... AD1.6- March 26, 2013
Record Storage Facility.....Old North Jail..... AD1.7- March 26, 2013

2nd Floor Demolition.....Annex.....CS1- March 26, 2013
2nd Floor Demolition.....Annex.....CS2- March 26, 2013
2nd Floor Demolition.....Annex.....SD1- March 26, 2013
2nd Floor Demolition.....Annex..... AD1/(SD1) - March 26, 2013

Hurricane Ike Repairs:

PW 14465 ..... Elevator at Old North Jail.....CS1 - 3/15/2013
PW 14465 ..... Elevator at Old North Jail..... CS2- 3/15/2013
PW 14465 ..... Elevator at Old North Jail.....SD1- 3/7/2013
PW 14465 ..... Elevator at Old North Jail..... AD1- 3/7/2013

PW 14498 ..... Elevator at Old Courthouse Annex.....CS1- 3/15/2013
PW 14498 ..... Elevator at Old Courthouse Annex.....CS2- 3/15/2013
PW 14498 ..... Elevator at Old Courthouse Annex.....SD1- 3/7/2013
PW 14498 ..... Elevator at Old Courthouse Annex..... AD1- 3/7/2013

PW 14499 ....Elevators at South Jail Parking Garage.....CS1 - 3/26/2013
PW 14499 ....Elevators at South Jail Parking Garage.....CS2 - 3/26/2013
PW 14499 ....Elevators at South Jail Parking Garage.....SD1 - 3/26/2013
PW 14499 ....Elevators at South Jail Parking Garage..... AD1.1 - 3/26/2013
PW 14499 ....Elevators at South Jail Parking Garage..... AD1.2 - 3/26/2013

PW 15601 ..... Old North Jail - A.....CS1 - 3/26/2013
PW 15601 ..... Old North Jail - A.....CS2 - 3/26/2013
PW 15601 ..... Old North Jail - A.....SD1 - 3/26/2013
PW 15601 ..... Old North Jail - A..... AD1 - 3/26/2013

PW 15601 ..... Old Courthouse Annex - B.....CS1 - 3/26/2013
PW 15601 ..... Old Courthouse Annex - B.....CS2- 3/26/2013
PW 15601 ..... Old Courthouse Annex - B.....SD1- 3/26/2013
PW 15601 ..... Old Courthouse Annex - B..... AD1- 3/26/2013

PW 15079 ..... N Jail/Annex Asbestos Abatement.drawings included in Project Manual

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 complete portions and the whole of the work by the following anticipated dates: 120 days and as scheduled with the Construction Manager Agent.

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 jobsite office of Galveston County's authorized Representative. It is the sole responsibility of the Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions.

Section 2.03 In the event the Contractor should fail to maintain Galveston County's authorized Representative's progress 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 2.04 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:

Record Storage Facility.....Old North Jail

1. **Base Proposal for Demolition at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance): **Forty seven thousand four hundred seventy nine and no/ 100 Dollars - ($47,479.00)**

2. **Contingency Allowance for Demolition at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to

be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual: **Two thousand three hundred seventy three and 95/100 Dollars - ($2,373.95)**

2nd Floor Demolition ..... Annex

3. **Base Proposal for Demolition at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance): **Fifteen thousand six hundred fifteen and no/100 Dollars -($15,615.00)**

4. **Contingency Allowance for Demolition at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual: **Seven hundred eighty and 75/100 Dollars - $785.75**

Hurricane Ike Repairs:
PW 14465.....Elevator at Old North Jail

5. **Base Proposal for Demolition associated with PW 14465:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):**Four thousand and no/100 Dollars - ($4,000.00)**

6. **Contingency Allowance for Demolition associated with PW14465:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual: **Two hundred and no/100 Dollars- ($200.00)**

PW 14498.....Elevator at Old Courthouse Annex

7. **Base Proposal for Demolition associated with PW 14498:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):**Two thousand and no/100 Dollars - ($2,000.00)**

8. **Contingency Allowance for Demolition associated with PW14498:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual: **One hundred and no/100 Dollars - ($100.00)**

PW 14499..... Elevators at South Jail/Parking Garage

9. **Base Proposal for Demolition associated with PW 14499:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal

includes all allowances listed in the Section 01020 except for the Contingency Allowance): **Four thousand and no/100 Dollars - ($4,000.00)**

10. **Contingency Allowance for Demolition associated with PW14499:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual: **Two hundred and no/100 Dollars- ($200.00)**

PW 15601 Old North Jail and Old Courthouse Annex

11. **Base Proposal for Demolition associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance): **Twenty-four thousand two hundred sixty and no/100 Dollars - ($24,260.00)**

12. **Contingency Allowance for Demolition associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual: **One thousand two hundred thirteen and no/100 Dollars - ($1,213.00)**

PW 15079.....Asbestos Abatement

13. **Base Proposal for Demolition associated with PW 15079 - Asbestos Abatement in the North Jail/Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):**One hundred eighty-one thousand one hundred five and no/100 Dollars - ($181,105.00)**

14. **Contingency Allowance for Demolition associated with PW15079 - Asbestos Abatement in the North Jail/Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual: **Nine thousand fifty five and 25/100 Dollars - ($9,055.25)**

Demolition Package Sub-Totals

15. **Overall Sub-Total Base Proposal:** The lump sum of items 1, 3, 5, 7, 9, 11, and 13 above:

Two hundred seventy-eight thousand four hundred fifty-nine and no/100 Dollars and no/100 - ($278,459.00)

16. **Overall Contingency Allowance:** The lump sum of items 2, 4, 6, 8, 10, 12, and 14 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Thirteen thousand nine hundred twenty-two and 95/100 Dollars - ($13,922.95)

Demolition Package Total : The sum of items 15 and 16 above:

Two hundred ninety-two thousand three hundred eighty-one and 95/100 Dollars - ($292,381.95)

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, quadruplicate 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 Five percent (5%) of each payment shall 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. I n the e vent 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 Galveston County's authorized Representative and agreed upon by the parties.

Section 4.02 The Contractor agrees to perform the work under the general direction of Galveston County's authorized Representative and subject to the final approval of the Architect, Engineer, or other specified 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 Specifications and Drawings are listed in Article 1 Work.

Article V.

Insurance and Indemnity

Section 5.01 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 5.02 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 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 5.03 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 5.04 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 VI.

Performance Bond and Labor and Material Payment Bond

Section 6.01 The Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the 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 VII.

Warranty

Section 7.01 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

Article VIII.

Changes in the Work

Section 8.01 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 8.02 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 8.03 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 8.04 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 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 8.05 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 8.06 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 12 for overhead and profit

Article IX.

Contractor Responsibilities

Section 9.01 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 9.02 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 9.03 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 9.04 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 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 9.05 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 9.06 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 9.07 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 9.08 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 9.09 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.

Section 9.10 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 9.11 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 9.12 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 9.13 The Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 9.14 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 9.15 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

Section 9.16 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 9.17 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 9.18 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 9.19 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.

Article X.

Galveston County's authorized Representative Responsibilities

Section 10.01 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 trade contract

Section 10.02 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 10.03 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 trade contract, and undertake any action with respect to the Contractor, that the Owner is entitled to undertake.

Section 10.04 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 XI.

Equal Opportunity

Section 11.01 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 XII.

Alterations

Section 12.01 Refer to the Proposal Form for the overhead and profit allowable under Article 8.03. A, 8.03 B, 8.03 C: 10% Overhead, 15% Profit

Article XIII.

Complete Agreement

Section 13.01 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 13.02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

Galveston County Project 09-009

This Contract is issued pursuant to award made by Commissioners' Court on May 28, 2013.

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

CONTRACTOR

BY: _____ PRESIDENT
Signature - Title

BOB COVINGTON
Printed Name

AGENDA ITEM #19.a.

COUNTY MAINAINTED ROAD MILEAGE CERTIFICATION

Galveston County maintains 335.6 miles of county roads

_____ _____

Mark Henry, County Judge Date

Attest: _____

Dwight Sullivan
County Clerk

Please return to:

Texas Department of Transportation
Transportation Planning and Programming Division
Attention Michael Chamberlain
P.O. Box 149217
Austin, Texas 78714-9217

AGENDA ITEM #20.b.

On this the 28th day of May, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a special meeting with the following members thereof present:

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

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

A Resolution Authorizing the County of Galveston to Enter Into a License Agreement to use a portion of Galveston Seawall Right of Way lying seaward of the Seawall Monolith and between that portion of Lot 1 of Sandpiper Addition lying easterly of Sandpiper Road in Galveston, Galveston County, Texas.

Whereas, by Resolution dated April 30, 2013 the Commissioners' Court appointed **Claudette M. Fickessen, Special Commissioner** to advertise and receive bids for the granting of a license to use a portion of the Galveston Seawall more particularly described as follows, to wit:

That portion of the Galveston Seawall Right of Way lying seaward of the Seawall Monolith and between that portion of Lot 1 of Sandpiper Addition in Galveston, Galveston County, Texas lying easterly of Sandpiper Road and containing 21,676 square feet in area, more or less.

Whereas, the report of said Special Commissioner has been this day received by the Commissioners' Court. It appears that all requirements for the granting of the License have been met, and that **Sandpiper, Inc., a Texas Corporation**, tendered a bid offering to pay an annual fee of $4,335.00 for the use of the land plus advertising expenses in the amount of $764.34; and appraisal expenses in the amount of $850.00; and

Whereas, this bid is the highest received by the **Special Commissioner.**

Now, Therefore, Be it Resolved that the bid for the use of the above described tract of land is hereby awarded to **Mary Catherine Henderson successor in ownership of Sandpiper, Inc. a defunct Texas Corporation** and that the **County Judge** be authorized to execute on behalf of the County of Galveston, Texas, the attached **License Agreement.**

Upon Motion Duly Made and Seconded, the above Resolution was passed this 28th day of May, 2013.

County of Galveston

By _____

Mark A. Henry
County Judge

Attest

_____

Dwight D. Sullivan
County Clerk

Depts\Engineer\Seawall Permit Sandpiper Final Resolution

License to use a portion of Galveston Seawall Right of Way lying seaward of the Seawall Monolith and between that portion of Lot 1 of Sandpiper Addition lying easterly of Sandpiper Road in Galveston, Galveston County, Texas.

This Agreement is by and between the **County of Galveston,** and **Mary Catherine Henderson,** successor in ownership of **Sandpiper, Inc.,, a Texas Corporation**, a defunct corporation **Licensee.**

Whereas, **County** is the owner of the following described tracts of land that it acquired in conjunction with the **Galveston Island Seawall Project,** to-wit:

> **That portion of the Galveston Seawall Right of Way lying seaward of the Seawall Monolith and between that portion of Lot 1 of Sandpiper Addition in Galveston, Galveston County, Texas lying easterly of Sandpiper Road and containing 21,676 square feet in area, more or less;** and

Whereas, subsequent to acquisition, the **Galveston Island Seawall Project** which consists of rip-rap, a gravity concrete monolith, earthen embankment, hard pavement surface and ramps (**"Galveston Seawall"**) was built; and

Whereas, the **County's** power and jurisdiction over the **Galveston Seawall** is to protect and maintain it to act as a protective barrier against the sea in time of storm; and

Whereas, the **County**, in maintaining the **Galveston Seawall**, has generally complied with the design and specifications set forth in the **Operation and Maintenance Manual** for the Seawall prepared July, 1962, by the **Office of the District Engineer, U.S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas** as said plans have from time to time been modified; and

Whereas, Licensee is the owner of the following described tract of land located on Galveston Island, to-wit:

> **Sandpiper Addition Being a Replat of a Tract of Land Out of Block 301 and Block 361, 1st Street, 2nd Street, Avenue G, and Avenue H in the City and County of Galveston, Texas**

as well as the improvements located thereon commonly called the **Sandpiper RV Resort;** and

Whereas, Sandpiper Addition is located seaward of that portion of the Galveston Seawall monolith between Sandpiper Road and the easterly boundary of Sandpiper Addition; and

Whereas, Licensee has heretofore used and desires to continue to use the following described portion of the **Galveston Seawall**, to-wit:

That portion of the Galveston Seawall Right of Way lying seaward of the Seawall Monolith and between that portion of Lot 1 of Sandpiper Addition in Galveston, Galveston County, Texas lying easterly of Sandpiper Road and containing 21,676 square feet in area, more or less.

for the construction, installation and maintenance of driveways and landscaping (collectively **"Improvements")** (the phrase "**Improvements"** also applies to the phrase **Plans and Specifications** and/or to the phrase **Final Plans and Specifications** and/or **Amended Final Sandpiper RV Park Plans and Specifications)** over and across the **Licensed Premises** leading to the **Sandpiper R-V Resort;** and

Licensee, by execution of this **License Agreement** has assured the **County** that the **Plans and Specifications** that have been constructed as of this date consist of nothing more than 4" concrete driveways with steel rebar and landscaping as shown in the photographs attached hereto in Exhibit "A"**;** and

Whereas, subject to each and all of the following terms, conditions, restrictions, reservations and exceptions, **County** is willing to grant such rights to **Licensee**.

Now, Therefore the County of Galveston, a political subdivision of the State of Texas, has **Granted**, and does hereby **Grant**, subject to the terms, conditions, restrictions, reservations and exceptions hereinafter expressed, to **Sandpiper, Inc., a Texas Corporation**, its successors and assigns, the privilege, license and permission hereinafter set forth:

1. With the exception of penetrating or otherwise affecting the gravity concrete monolith, the right of constructing, installing, repairing and maintaining that portion of the **Improvements** called **"Plans and Specifications"** leading seaward over and across the **Licensed Premises** at the location set forth in the Preamble and in Paragraph 6 below to the **"Sandpiper R-V Resort"**.

2. Any right herein given shall be limited to that area south of the top of the gravity concrete monolith located described in paragraph 6 below; and

3. Any construction efforts heretofore made and repairs and maintenance hereinafter performed shall not, in any manner, disturb any existing rip-rap or the gravity concrete monolith or otherwise affect or threaten the integrity of the **Galveston Seawall**.

4. No other use of the **Licensed Premises** shall be permitted, other than the rights herein specifically granted.

5. The rights and privileges granted herein, as they relate to the **License Premises** are, unless terminated earlier as hereinafter set forth, for a term beginning effective from June 1, 2013 and expiring upon the expiration of the earlier of:

a) fifty (50) years after June 1, 2013; or
b) upon cessation of the use of the lands and improvements belonging to **Licensee** for the conducting of its business known as the **"Sandpiper R-V Resort"**.

6. The property being a portion of the **Galveston Seawall** on which said privileges, licenses and permissions are granted is described as follows:

That portion of the Galveston Seawall Right of Way lying seaward of the Seawall Monolith and between that portion of Lot 1 of Sandpiper Addition in Galveston, Galveston County, Texas lying easterly of Sandpiper Road and containing 21,676 square feet in area, more or less.

7. The rights and privileges granted herein are also subject to the following terms, conditions, restrictions, reservations and exceptions, the violation of any one or more constituting a breach thereof for which this **License Agreement** may be terminated, to-wit:

A. **County** retains the fee simple title to the **Licensed Premises** covered hereby subject to the licenses, privileges and permissions granted to **Licensee**.

B. The privilege and right of free passageway granted herein shall also be enjoyed by the general public at all times on any of the **Improvements** as if the same were constructed on the public sidewalks and streets of the City of Galveston with the restriction that persons desiring to access such **Improvements** leading directly into **Licensee's** businesses located upon Lot 1 of Sandpiper Addition may be precluded from doing so at such times and for such periods of time as **Licensee's** business is normally closed to the public.

C. **Licensee** will permit the **County's County Engineer** and the **United States Army Corps of Engineers** to inspect the **Improvements** heretofore and hereafter made and make any additional improvements or modifications to the **Improvements** required by the **County Engineer or** the **United States Army Corps of Engineers** to protect and maintain the integrity of the **Galveston Seawall.** These additional improvements or modifications to the **Improvements** shall be incorporated into a set of amended plans and specifications executed by the **County Engineer** and entitled the **Final Plans and Specifications.** Installation of these additional improvements or modifications to the **Improvements** will be strictly in accordance with the approved **Final Plans and Specifications;** and

D. Should **Licensee** desire to alter or modify the **Improvements,** , **Licensee** will prepare and submit, at its expense, to the **County Engineer** preliminary plans and specifications prepared by licensed design professionals for his review and written approval. No plans will be approved

and no construction will be permitted that reduces the elevation of or that in any way will endanger the integrity of the **Galveston Seawall**. Any revisions or modifications deemed necessary to the **Improvements** heretofore made by the **County Engineer** or the **United States Army Corps of Engineers** for the protection and maintenance of the integrity of the **Galveston Seawall** shall be incorporated by **Licensee** into the plans and specifications for the construction of the new improvements. Approval of the plans and specifications as altered or modified by the **County Engineer** will be evidenced by the **County Engineer** signing and dating a set of plans and specifications entitled the **Amended Final Sandpiper RV Park Plans and Specifications** **_____ dated _____ prepared by _____**("Fill in blanks as applicable ").

E. That **Licensee** may not construct any additional **Improvements** upon the **Licensed Premises** until the **County** is added as an insured party under a liability insurance policy to be obtained by **Licensee** with an insurer or insurers acceptable to **County.** The minimum amounts of the policy will be the maximum amount of liability to which the **County** may be exposed by virtue of the Texas Tort Claims Act, now or in the future. The policy must also insure **County** against any damages or injuries that may arise as a result of the uses herein described on the property covered by this **License Agreement**. In addition, during the term of this Agreement **Licensee** shall maintain statutory Worker's Compensation coverage on its employees.

F. Installation of any modifications or additional improvements approved in Paragraphs D and E will be strictly in accordance with the approved **Amended Final Sandpiper RV Park Plans and Specifications dated _____prepared by _____ _____** ("Fill in blanks as applicable ")and will be performed in a good and workmanlike manner.

G. No signs or other improvements shall be permitted within the **Licensed Premises** without prior approval for the installation thereof being obtained from the **County Engineer**.

H. The installation, use, maintenance, repairs and modifications of the **Improvements** will be performed without cost or expense to **County**.

I. That any survey monument disturbed during any period of construction shall be restored to the condition it was in as of the date of execution of this **License Agreement** by a licensed surveyor.

J. **Licensee** will keep the **Licensed Premises** and the **Improvements** it owns located upon the **Licensed Premises** free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for **Licensee.** **Licensee** also agrees to bond against or discharge any mechanic's or material men's liens or other claim within ten (10) days after written request made to **Licensee** by **County**. **Licensee will further Indemnify and Hold County Harmless from any and all costs or expenses in any manner associated with any such claim.**

K. **Licensee,** without cost or expense to the **County,** will at all times promptly repair, replace and maintain the **Improvements** located upon the **Licensed Premises** in good condition. Licensee will also, without cost or expense to the **County** promptly repair any portion of the **Galveston Seawall** which is damaged by the failure of **Licensee** to so repair, replace and maintain said **Improvements**. **Licensee** agrees that all such repairs, replacements, modifications and maintenance to its **Improvements** will be continuous and in strict accordance with the initially approved **Plans and Specifications** or one or more approved modifications to the **Plans and Specifications**. **Licensee** also agrees that all such repairs, replacement and maintenance of the **Licensed Premises** and the **Galveston Seawall** will be in strict accordance with the general design and specifications set forth in the **Operation and Maintenance Manual for the Seawall** prepared **July, 1962** by the **Office of the District Engineer, U.S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas**, as said plans have or may be modified, as well as any standards which may be promulgated by the **County Engineer**. All plans and specifications for repairs, replacement and maintenance shall be submitted to the **County Engineer** for review and written approval prior to the start of any such work. But, in the instance of an emergency, as solely determined by the **County Engineer**, **Licensee** may begin such repairs and replacement as are immediately required and submit such plans for approval as soon as practicable.

L. Any part of the **Galveston Seawall** damaged or destroyed by **Licensee** incident to the use and occupation of the said **Licensed Premises** and the **Improvements** located thereon shall be promptly repaired or replaced by **Licensee** to the satisfaction of the **County Engineer**, or, at **County's** option, in lieu of such repair or replacement, **Licensee** shall, if so required by said **County Engineer**, promptly pay to **County** money in an amount sufficient to compensate for the loss sustained by **County** by reason of damages to or destruction of **County** property plus 10% to cover **County's** administrative costs.

M. The use and occupation of said **Licensed Premises** and the **Improvements** for the purposes authorized by this instrument shall be subject to such rules and regulations as **County** may prescribe from time to time in order to properly protect the power and jurisdiction of **County**, that power and jurisdiction being herein stated to be for the protection and maintenance of the **Galveston Seawall** structure and related works as a protective barrier against the sea in time of storm.

N. **County** does not warrant the suitability of the **Galveston Seawall** for the construction of the **Improvements** and shall in no case be liable for any damages to **Licensee** in the event the **Licensed Premises** are unsuitable. **County** reserves the unfettered right but not the obligation to enter the **Licensed Premises** and the **Improvements** at such times as it, in its sole discretion, determines reasonable or necessary to make such improvements, upgrading, repairs, replacement and maintenance of the **Galveston Seawall**. **County** shall in no case be liable for any damages or injuries to any **Improvements** constructed within the **Licensed Premises** or for any loss of profit to **Licensee** that may be caused by or result from any routine or emergency operations undertaken by **County** and no claim or right to compensation shall accrue from such damages or injuries.

O. **County** reserves the unfettered right to enter upon the **Licensed Premises** and the **Improvements** at any time for inspections or repairs or for any other governmental purpose and the right to make such connections between the **Licensed Premises** and the **Improvements** and the remainder of **County's** property as the said **County Engineer** or his designated representative may from time to time consider necessary, and also reserves to itself the right of access for all such aforementioned purposes across, over, and/or under the **Licensed Premises** and the **Improvements.**

P. It is to be understood that this instrument is effective only insofar as the rights of **County** in the property described herein are concerned; and that **Licensee** shall obtain such permission or permits as may be necessary on account of any other existing rights.

Q. As consideration for the use of the **Licensed Premises Licensee** will pay the **County** c/o the County Auditor, on an annual basis commencing June 1, 2013, and continuing each year thereafter, the sum of $4,335.00 for the use of the **Licensed Premises**. In the event **Licensee's** right to use the **Licensed Premises** expires or terminates earlier as heretofore specified such annual payment will be decreased accordingly.

R. It is further agreed that every three years, commencing June 1, 2016, the annual payment required for **Licensee** shall be the annual base rental of $4,335.00 plus an additional or lesser amount based upon any increases or decreases in the Consumer Price Index. For the purpose of determining the initial amount of such increase or decrease, the All Urban Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the year 2013 shall be used as a base period. The annual payment shall be increased or decreased by the percentage that such index for the year 2016 (as of May 31, 2016) has increased or decreased over the base year 2013 up to a maximum percentage adjustment of 10 percent (10%). Subsequent base periods will be adjusted accordingly. For example if as of May 31, 2016 the Consumer Price Index was an accumulative positive ten percent (10%), the base rental beginning June 1, 2016 will be $4,768.50 and the base period in 2019 will be June 1, 2016. **Licensee** will also pay, before date of delinquency, any ad valorem taxes, if any, assessed by any governmental entity, on all **Improvements** constructed by **Licensee** upon the **Licensed Premises**.

S. **Licensee** agrees that it will neither make no use nor permit others attending its special events to make no use of the **Licensed Premises** or the **Improvements** that will in any way endanger the integrity or drainage of the **Galveston Seawall** in any way, which determination will lie in the discretion of the **County Engineer**.

T. **County** will not be responsible for damages to the property of **Licensee**, nor for damages to the property or injuries to the person of **Licensee's** agents, servants, or employees, or others who may be on the **Licensed Premises** or the **Improvements** at its invitation.

U. **County** will not be responsible for damages to property or injuries to persons using or occupying the **Licensed Premises** or the **Improvements**, nor for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said

Licensed Premises or the **Improvements.**

V. Anything in this Agreement to the contrary notwithstanding, a) in no event shall any provision of this **License Agreement** be construed to impose, create or increase any liability to any third party whatsoever, and b) in no matter shall this **License Agreement** be deemed or construed to operate for the benefit of any third party.

W. **Licensee** will comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the State, County and City.

X. **LICENSEE SHALL PROTECT, INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS ELECTED AND APPOINTED OFFICIALS, ITS DEPARTMENT HEADS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING COSTS OF LITIGATION AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF PERSON, OR FOR LOSS OR DAMAGE TO PROPERTY OCCURRING ON THE LICENSED PREMISES OR THE IMPROVEMENTS OR IN ANY MANNER GROWING OUT OF OR CONNECTION WITH LICENSEE'S USE AND OCCUPATION OF THE LICENSED PREMISES OR THE IMPROVEMENTS DURING THE TERM OF THIS LICENSE AGREEMENT. LICENSEE WILL GIVE COUNTY PROMPT NOTICE OF ANY CLAIM COMING TO ITS KNOWLEDGE THAT IN ANY WAY DIRECTLY OR INDIRECTLY AFFECTS EITHER LICENSEE OR COUNTY. ALL PARTIES SHALL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM TO THE EXTENT OF THEIR INTEREST.**

Y. **Licensee** shall not maintain nor permit the maintenance of any nuisance, nor any unsightly, offensive or damaging use of the **Licensed Premises** or the **Improvements** covered hereby. **Licensee** will also keep the **Licensed Premises** and **Improvements** in a clean, safe and sanitary condition at all times.

Z. This **License Agreement** is subject to all existing easements, and easements subsequently granted, for utilities, roadways and other purposes, located or to be located on the **Licensed Premises** on the proviso that any easement subsequently granted will not unreasonably interfere with any rights granted **Licensee** herein.

AA. Failure upon the part of **County** to enforce any provision of this **License Agreement** shall not act as a waiver of compliance or estoppel against **County**.

BB. **Licensee** agrees to reimburse **County** for its costs, including but not limited to attorneys' fees, expended for any litigation arising from this **License Agreement.**

CC. **Licensee** is prohibited from and hereby agrees not to lease, sublease, assign or underlet the said **Licensed Premises**, or any part thereof (hereinafter called "transfer") except on the prior written consent of **County**, which consent will not be unreasonably withheld. In the event

Licensee is a legal entity other than an individual, any change in ownership of said entity that is not an affiliate or parent with **Licensee** shall be construed a transfer for the purposes of this Agreement. No Assignment shall relieve any guarantees of their obligations hereunder. Any such transfer, shall not relieve **Licensee** of any duty, liability or responsibility imposed upon it by this Agreement unless such transfer is in conjunction with the sale of **Licensee's** full interest in its properties adjoining the **Leased Premises** to an unrelated third party and such third party agrees to assume all duties, liabilities or responsibilities imposed upon **Licensee** and **County** gives prior approval to such release of liability.

DD. All or any part of such rights and privileges herein granted may be terminated upon ten (10) days prior written notice by **County** for failure of **Licensee** to promptly make annual payment as set forth herein or upon thirty (30) days prior written notice by **County** for failure of **Licensee** to otherwise comply with any or all of the other terms or conditions of this **License Agreement**. In the event there is such a failure to make payment and **Licensee** takes corrective action and makes such payment within this ten (10) day period, or in the event there is such a failure to comply with any or all of the other terms or conditions of this **License Agreement** and **Licensee** takes corrective action and comes into compliance within this thirty (30) day period (or such extension which the **County Engineer** may, but is under no obligation to grant) and such corrective action is to the reasonable satisfaction of **County** as determined by the **County Engineer**, this agreement shall not be terminated. Notwithstanding this thirty (30) day right to cure, however, nothing shall be deemed to prohibit **County** from making such repairs to the **Galveston Seawall**, at **Licensee's** expense, as it deems necessary to protect the **Galveston Seawall** within the same thirty (30) day period.

EE. This Agreement may also be terminated by **County** due to nonuse of the **Licensed Premises** by **Licensee** for a one-year period or due to **Licensee's** abandonment of its rights granted herein, and in such event, no 30-day notice is required, and in lieu thereof, a 10-day notice of termination will be given.

FF. This license may also be terminated immediately in the event of the commission by **Licensee** of any act of insolvency, the foreclosure of any lien Licensee has given on its properties located adjacent to the **Licensed Premises**, the filing of any voluntary or involuntary actions concerning **Licensee** under any state or federal bankruptcy or other laws for the protection of debtors, an assignment by **Licensee** for the benefit of creditors, or the appointment of a Receiver for **Licensee** or the business of **Licensee** conducted on the **Licensed Premises**.

GG. This **License Agreement** may be terminated by **County** upon six (6) months prior written notice to **Licensee** for any reason or no reason or for convenience.

HH. Termination for any reason specified herein shall be without waiver of any cause of action which may be theretofore accrued by **County** against **Licensee**. Any waiver by **County** shall not operate to modify this **License Agreement**, nor shall it in any manner prejudice any rights of **County** regarding any future violation of any term of this **License Agreement** by **Licensee**, nor shall it constitute a waiver by **County** of its right to enforce all provisions of this **License Agreement**.

II. Upon expiration or termination of this **License Agreement**, **Licensee** agrees to remove all **Improvements**, with the exception of any beach quality sand placed thereon, installed by it within the **Licensed Premises** and to restore the **Galveston Seawall** to the condition it was in prior to its operations under this **License Agreement**, at which time all rights, duties and obligations of the parties shall cease, provided, however, that any and all causes of action theretofore accrued by any party shall not terminate or be extinguished with this **License Agreement** but rather same shall continue in force and effect pending final determination of same.

JJ. That any notices necessitated by this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following addresses:

Mary Catherine Hendorson
201 Seawall Boulevard
Galveston, Texas
Telephone: (409) 765-9431
Telephone Cell: (409) 770-4341
Email: www.sandpiperrvresort.com

County Judge
County of Galveston
Galveston County Courthouse
722 Moody
Galveston, Texas 77550
Telephone: 409-766-2244
Fax:409-766-4582
Email: Mark.Henry@co.galveston.tx.us

with a copy to

Director, County Legal
County of Galveston
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550
Telephone: 409-770-5565
Fax: 409-770-5560
Email: Bob.Boemer@co.galveston.tx.us

The above names and/or addresses may be changed upon written notice from one party being given to the other party.

KK. That all of the covenants, conditions and provisions in this Agreement shall extend to and bind both successor **Commissioners' Courts** of the **County** and **Licensee's**, successors and assigns.

LL. This Agreement shall be construed under the laws of the State of Texas and venue shall lie in Galveston County, Texas.

MM. Any covenant, condition or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement but such deletion shall in no way effect any other covenant, condition or provision herein contained.

NN. The parties hereto agree that in no event shall any members of the Commissioners' Court of the **County** or its elected or appointed officials, department heads, officers, agents, and employees ever be held individually liable for this agreement, any activities associated herewith, or any breach hereof.

OO. Any and all provisions and claims in this Agreement can be amended or deleted by **County** and **Licensee** only by mutual agreement and any such change shall be in writing and attached to this **License Agreement** as an addendum.

PP. This Agreement supersedes any prior agreements entered into between the parties including but not limited to that one certain Easement Agreement entered into by and between the County of Galveston and Edmond A. Henderson dated October 11, 1965 filed for record in the Deed Records in the office of the County Clerk on October 18, 1965 under file number 380416 and Book Number 1735 pages 630 et.seq.

The Rest of This Page has Intentionally Been Left Blank

Executed in duplicate originals this _____ day of _____, 2013.

County of Galveston
Licensor

By: _____
Mark A. Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk

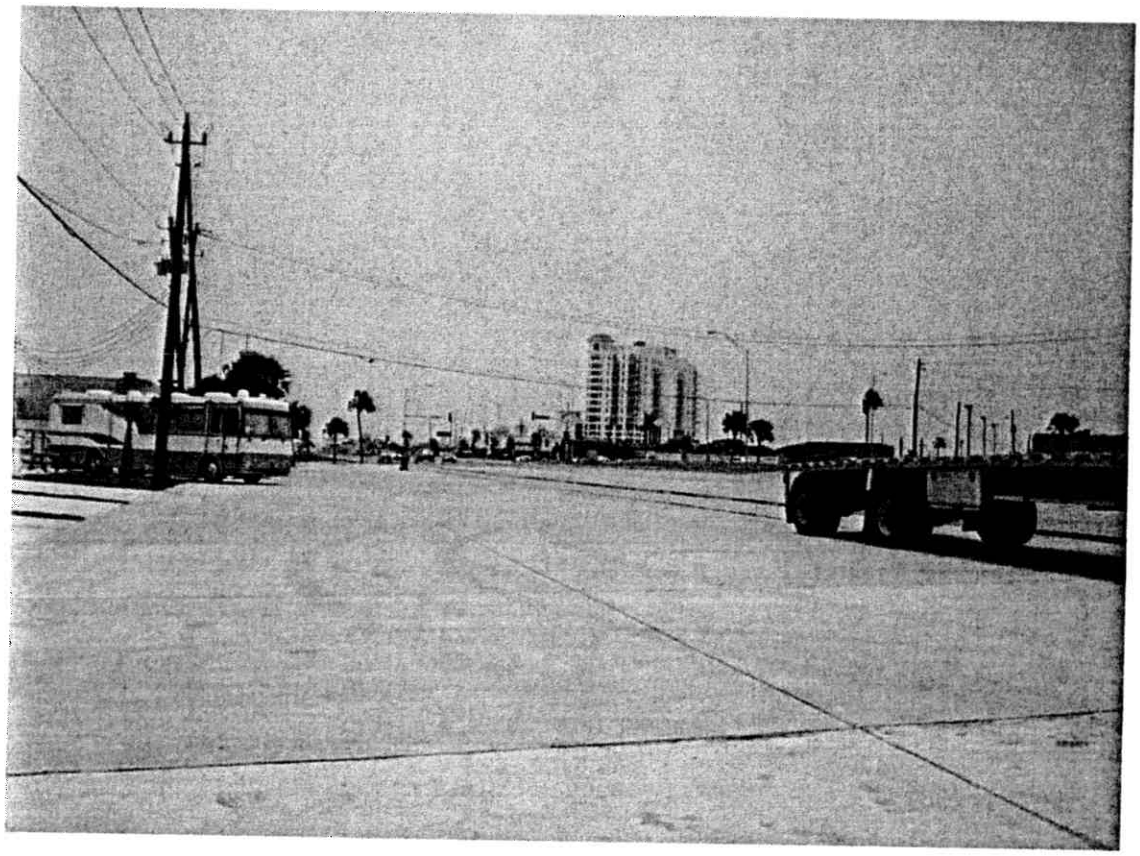
Mary Catherine Henderson
successor in ownership of Sandpiper, Inc. a defunct Texas Corporation

Mary Catherine Henderson
Licensee

Depts/Engineer/Sandpiper Addition License

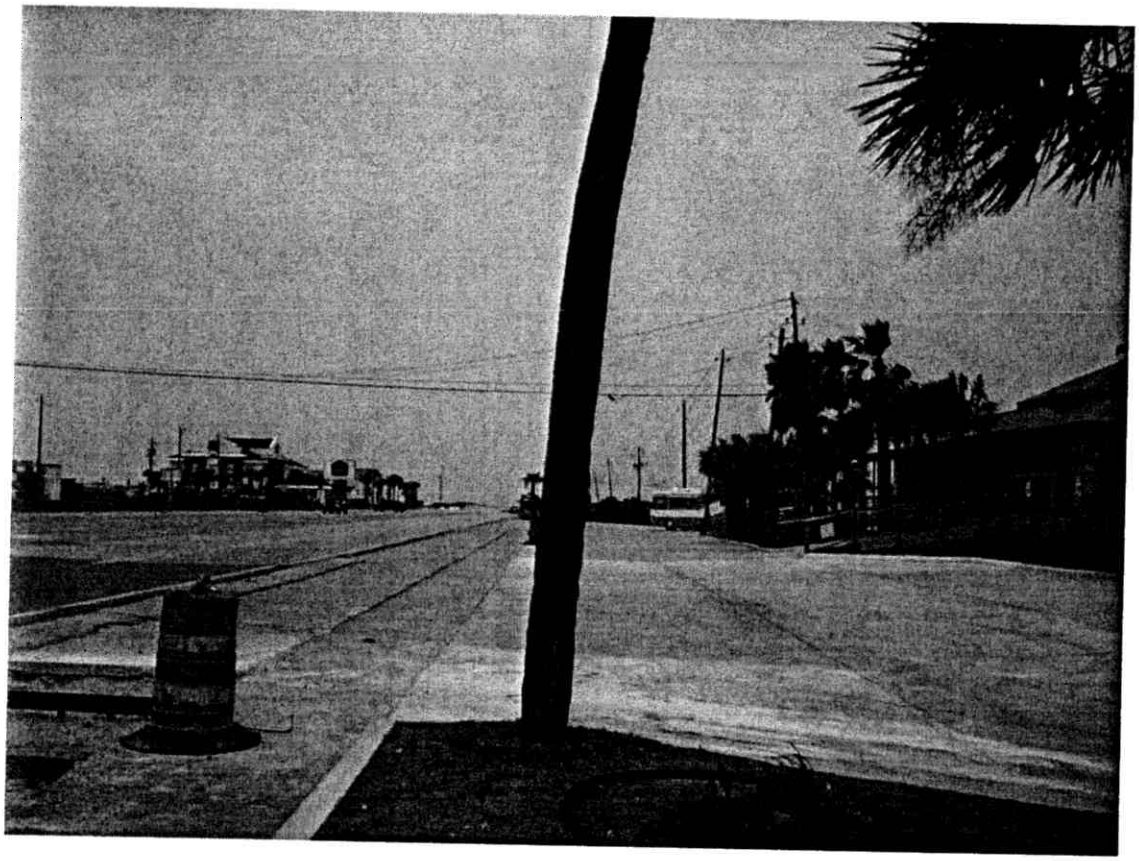
PHOTOS

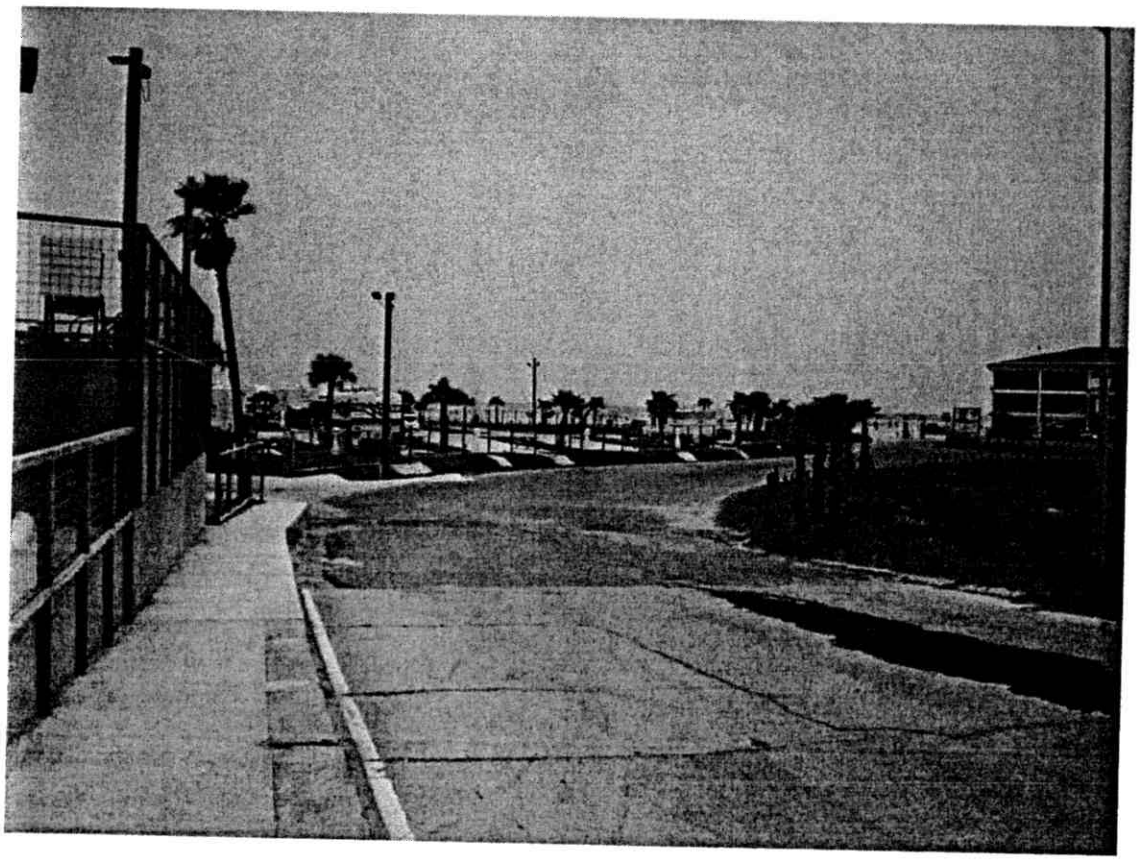
FRONT VIEW OF SUBJECT FROM SEAWALL BLVD.



LOOKING WEST ON SEAWALL BLVD ALONG SUBJECT TRACT

LOOKING EAST ON SEAWALL BLVD ALONG SUBJECT TRACT





VIEW ALONG SANDPIPER ROAD

AGENDA ITEM #21.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 5/22/13	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: District Clerk	5. Department Contact: John Kinard	
6. Description: Subsription service for the public to view court information at no cost to the County.		
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey:	10. Object Code:
11. Vendor: iDocket.com	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
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date:	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date:	Contract # Issued By Purchasing:	

Approved By:	Signature	Date
Department Head:	[signature]	5/22/13
Purchasing Agent:		
County Legal:	Nancy Bozoman	5/22/13
Contract listed in Budget Documentation: Yes / No		
County Budget Office:	[signature]	5/22/2013

Form Number:

Revised: 9/25/2012

Professional Services Agreement
Galveston County District Clerk– iDocket.com Ruby Service

Parties - This agreement is between iDocket.com, hereinafter referred to as iDocket, a Texas Limited Liability Company, LLC, whose offices are located at 1616 S. Kentucky, Ste. D100, Amarillo, TX 79102, and the County of Galveston, Texas, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court ("County") for and on behalf of the Galveston County District Clerk ("District Clerk"), whose office is located at 600 59th St., Ste. 4001, Galveston, TX 77551.

Provided Services by iDocket

A. Provide the software necessary to extract, filter, compress, and transfer, as designated by the County, information from the District Clerk's office, for placement on the Internet.
B. Will provide and host the web site for the District Court's information on the Internet.
C. IDocket agrees that all information provided by the District Clerk for placement on the Internet is not subject to resell or distribution to any other party not used for any other purpose not stated within this agreement.
D. Revenue Sharing – The County shall receive 20% of subscription revenues from Users indicating the District Clerk as their primary county of interest. Payment shall be made quarterly and, along with a check, the District Clerk will receive a report listing quarterly subscription revenues for the County.
E. IDocket agrees to implement, support, and maintain the court information web site as stipulated in the agreement at no charge to the County or the District Clerk.
F. iDocket shall hold in trust for the County or the District Clerk, and shall not disclose to any nonparty to the agreement, any confidential information of the County or the District Clerk. Confidential information is information that relates to the County's research, development, trade secrets or business affairs or any information that is not subject to disclosure by the terms and conditions of what is commonly called the Texas Open Records Act, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.
G. The District Clerk has the option to make their document images available for purchase on the iDocket web site under this agreement. The District Clerk's copy fees are paid monthly.

Quality of Services - IDocket will provide adequate Internet access to the information given by the District Clerk. Adequate Internet access is defined as providing public access to case information on the Internet for a minimum of five (5) days in any given week. Normal and acceptable access will allow for maintenance updates requiring periodic downtime.

Termination of the Agreement - Either party may terminate this agreement with or without cause or for convenience with ten (10) days written notice to the other party at the address stated herein.

Execution – IN WITNESS, thereof iDocket.com and County have hereunto affixed their hand and seal, by duly authorized representatives, and having caused these present to execute this contract agreement effective this _____ day of _____, 2013, regardless of the date of execution by either party.

IDocket.com

_____

Armando Balderrama
CEO, iDocket.com

_____
Date

County of Galveston

_____

Mark A. Henry
County Judge

Attest:

_____

Dwight D. Sullivan
County Clerk

iDocket.com™

Request to add an agenda item to commissioners court meeting for iDocket.com service.

Discussion and possible action to enter into a contract with iDocket.com, LLC to grant access to Galveston County District Clerk's court docket data on the Internet at no cost to the County, to provide a service to the public, especially attorneys and bondsmen.

iDocket.com

PO Box 31023 ♦ Amarillo, TX 79120
Corporate: 806-351-1034 ♦ Fax: 806-351-2329 ♦ Toll Free: 800-iDocket
www.iDocket.com

AGENDA ITEM #22.a.

Currently, Parks and Senior Services has a capital line item for an 5045E John Deere tractor ($15,300) and an 5080E John Deere tractor ($43,000) for this FY2013 budget. This gives a total of $58,300. We want to modify these two requests to combine the two sums to purchase one larger horsepower tractor.

The smaller 5045 tractor is a 35 horsepower tractor that will give little usage to our current needs. In the past this unit was used for small jobs such as pulling out the irrigation machine at the rodeo arena and minor dirt work of loose soil. The 5045 unit was not large enough for large-area mowing or able to be transported on the road unless on a trailer.

The 5080 tractor is a larger horse powered unit able to mow larger areas however does not have a cab and is unable to be transported without the use of a trailer.

If we were able to combine these sums and look for other brand possibilities, then the Department would be able to purchase a tractor in which a more productive unit could be obtained. We would like to purchase a 90 horsepower or greater, 4-wheel drive, cab A/C tractor, with at least 2 sets of rear hydraulic connections. With this tractor we would be able to use larger mowing decks as well as other larger implements that may be needed. This tractor would better serve current needs of the department.

We would be auctioning an older model of tractor 5080 to help in some cost recovery. The 5045 unit is meant to replace a tractor that had been stolen, so no tractor would be auctioned for this unit.

The current pricing we have found for the tractor that would best be utilized by the Parks Department would have us spending no more than $50,000, thus returning $8,300 to the general fund, plus the cost of the old tractor that will be auctioned.

Galveston County, Texas
Adopted Budget
Fiscal Year 2013 Capitalized Equipment

Object	Priority	Description	Units	Unit Cost	Total Requested	Total Approved	Comments
1101	**Fund:**	**General Fund**					
5220	**Department:**	**Beach and Parks Department**					
522020	**Division:**	**Parks Division**					
5750000	1	2012 John Deere Tractor (5080E)	1	43,000	43,000	43,000	There are currently 3 tractors that are in need of replacement from the current fleet. One has been stolen which was used at the rodeo arena, and two are out of service.
5750000	1	2012 John Deere Tractor (5045E)	1	15,300	15,300	15,300	Thre are currently 3 tractors that are in need of replacement from the current fleet. One has been stolen which was used at the rodeo arena, and two are out of service.
5750000	1	Mechanics Tools - Small Equipment Repair	1	10,000	10,000	10,000	Currently the mechanic is required to bring his own tools and leave them in the Parks Service Center. This creates difficulty in managing private tools used for County business with private tools taken home from County property. Purchasing a replacement set of tools will allow for clear delineation of C
			Division Total:		**68,300**	**68,300**	
			Fund Total:		**234,500**	**187,200**	

AGENDA ITEM #22.b.

apollobbc
Better Building Consultants

www.apollobbc.com
5116 Bissonnet, No. 262
Bellaire, Texas 77401
Main 800.370.5456

May 6, 2013

Julie Diaz
Galveston County Parks and Senior Services
4102 Main Street (FM 519)
LaMarque, Texas 77568

Re: Engagement Letter – Structural Evaluation Services
Fort Travis Seashore Park Master Plan, Fort Bolivar, TX
Apollo BBC Proposal No. 13H-0102

Dear Ms. Diaz,

Apollo BBC is pleased to submit this engagement letter to perform Structural Evaluation Services for the Fort Travis Seashore Park Master Plan located in Port Bolivar, Texas. Our experience performing these services for projects of similar size and scope provides value to the project team and ultimately to the owner.

Background and Purpose

We understand that Galveston County Department of Parks and Senior Services desires to allow public access to Fort Travis, a historic military facility, and is in the process of developing a Master Plan. However, the structural condition of the Fort's three concrete and masonry bunkers is not well understood and could possibly pose unsafe conditions.

As a part of this overall planning effort, we propose to identify the critical structural safety concerns at the bunkers, as well as evaluate their structural condition, develop a conceptual course of action, and determine costs associated with resolving the identified issues.

Scope of Services

Apollo BBC proposes to provide Structural Evaluation Services, which includes evaluation of three Fort Travis Park bunkers for overall structural condition during a one to two-day site visit. We propose to develop a conceptual course of action to resolve each identified condition and develop an order of magnitude estimate of costs associated with implementing our recommendations. Further, we will prepare a written report for each bunker detailing our findings and recommendations.

Fees

We propose that Apollo BBC perform these services for $9,500 in accordance with our Terms of Agreement. This fee does not include the preparation of construction documentations that may be needed for implementing our recommendations, depending on our findings. Should other services beyond the scope of this proposal be requested and authorized by you, they will be performed for an additional fee as agreed to at that time.

This proposal is valid for 60 days from the date hereon. We very much appreciate the opportunity to provide these services to you and look forward to working with you on this project. If this letter agreement satisfactorily reflects your understanding of our agreement, please sign and return the signed agreement to us. This proposal is valid for 60 days from the date hereon.

Sincerely yours,
APOLLO BBC, INC.

Gordon Shepperd, PE
Principal Consultant

Attachments:
Terms of Agreement

Accepted By: _____

Signature: _____

Title: _____

Date: _____

Terms of Agreement

This is an exhibit attached to and made a part of the Engagement Letter providing for professional services. In the event of a discrepancy between the Engagement Letter and Terms of Agreement, the Engagement Letter shall control.

I. Fee Basis

A. Time and Expense Fee - For agreements based on a time and expense fee, invoices and payments will be based on the cumulative sum of the products of the actual hours worked by individuals assigned to and working on the Project multiplied by the category billing rate for the individual as indicated in the hourly billing rate schedule referenced in the Engagement Letter.

B. Fixed Fee - For agreements based on a fixed fee, invoices and payments will be based on CONSULTANT'S percent complete to date.

C. Reimbursable Expenses - For surveys, project-related travel expenses, subcontracts, fees and out-of-pocket material expenses such as printing, postage, courier costs, long-distance telephone calls, etc., the charges will be billed and paid at cost plus ten percent (10%). Mileage will be charged at the prevailing federal rate.

II. Invoices and Payments

A. CONSULTANT will prepare and present invoices on a monthly basis.

B. CLIENT shall pay CONSULTANT for approved invoices upon receipt.

C. Payment for the full fee is due to the CONSULTANT upon completion of the Project.

III. Responsibilities of Client

A. The CLIENT shall perform normal administrative and management tasks, including the following:

1. With reasonable promptness, provide all available information regarding requirements for the Project.

2. Upon request by the CONSULTANT, furnish the services of other reasonably required consultants and contractors, including surveys, testing laboratory, etc.

3. The services and consultants described in Item III.A.2 above shall be furnished at no charge to the CONSULTANT, who shall be entitled to rely upon the accuracy and completeness thereof.

IV. Insurance

A. The CONSULTANT shall obtain insurance covering claims arising out of the performance of professional services under this Agreement and caused by errors, omissions, or negligent acts for which the CONSULTANT is legally liable. This insurance shall be maintained in force by

the CONSULTANT for a reasonable period after the date of completion of the Project as agreed to by the CLIENT and CONSULTANT.

B. If insurance is required, and other professional consultants are part of the design team, all consultants shall be required by CLIENT to obtain and maintain insurance coverage of a similar nature to cover errors, omissions, or negligent acts for which the consultants are legally liable.

C. Unless otherwise agreed, CONSULTANT and any involved other consultants shall each provide insurance to protect themselves from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

D. The insurance coverage required by the above paragraphs shall be in not less than the limits required by law and as otherwise agreed.

V. Controlling Law

This Agreement is to be governed by the laws of the state of Texas.

VI. Limit of Liability

A. The CONSULTANT shall meet the recognized standards of practice in performing the services covered by this Agreement. The CONSULTANT makes no other express or implied warranties regarding the performance or result of these services.

B. The CONSULTANT shall not be responsible for the acts or omissions of the CLIENT, other consultants, CONTRACTOR, Subcontractors, or other persons performing any of the Work.

C. If construction administration services are limited or excluded from the scope of work of the CONSULTANT, it is agreed that the CONSULTANT's professional services do not extend to or include the review or site observation of the CONTRACTOR's work or performance. In this case, the CLIENT shall defend, indemnify, and hold harmless the CONSULTANT from any claims arising out of or alleged to have arisen from any work done by the CONTRACTOR for the Project.

D. In recognition of the relative risks, rewards, and benefits of the Project to the CLIENT and CONSULTANT, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of CONSULTANT or CONSULTANT's officers, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed, to the fullest extent permitted by law, the total compensation received by CONSULTANT under this Agreement, or the total amount of $25,000, whichever is greater.

VII. Successors and Assigns

A. The CLIENT and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor CONSULTANT shall assign this Agreement without written consent of the other.

B. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants, as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

D. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

VIII. Hazardous Materials

A. The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

IX. Termination

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

X.Meaning of Terms

CONSULTANT - CONSULTANT shall mean Apollo BBC, Inc. and CONSULTANT'S independent professional associates or consultants.

CLIENT - CLIENT shall mean the party with whom this contract is executed by CONSULTANT.

CONTRACTOR - CONTRACTOR shall mean a third party, if any, engaged to provide construction services based on the Work provided by the CONSULTANT.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 5/9/13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract Yes (No)
4. Department Name: PARKS & Senior Services	5. Department Contact: Julie Diaz	
6. Description: Contract for structural assessment, 3 bunkers at Ft. Travis		
7. HAS PERD No: 715651	8. HAS Req No:	9. Orgkey: 1101 522020 / 10. Object Code: 5410000
11. Vendor: Apollo BBC	12. Vendor Contract No: 13H-0102	
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
Professional Services	1101 522020 5410000	$27,000	$27,000				
22. Totals							

To Be Completed By Purchasing Department

Contract Start Date: 5/28/13	Auto Renewal Contract: Yes (No)	Bid No: N/A
Contract End Date: 6/28/13	Contract # Issued By Purchasing: CM13217	

Date will be determined once PO Issued

Approved By	Signature	Date
Department Head:		5/9/13
Purchasing Agent:		5-9-2013
County Legal:		05/10/2013
Contract Issued in Budget Documentation Yes No		
County Budget Office:		5/13/2013

Exon Number

Revised 9/25/2012

AGENDA ITEM #23.c.1.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	District Clerk	Amendment No. 13-036-0528-A
Date Submitted:	May 15, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to use budget from District Clerk - Temporary Help to hire four summer interns to work in the District Clerk's Office.

This budget amendment does not increase the budget for FY 2013.

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: General Fund	Line Item:		___
1101-126100-5120001	Temporary Help	11,300	
1101-126100-5152102	Medicare	200	
1101-126100-5154000	Alternate Plan	200	
TOTAL - Transfer Amount		$ 11,700	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: General Fund	Line Item:		___
1101-126100-5120001	Temporary Help	11,300	
1101-126100-5152102	Medicare	200	
1101-126100-5154000	Alternate Plan	200	
TOTAL - Transfer Amount		$ 11,700	

ADDITIONAL COMMENTS:
This is a request to use budget from District Clerk - Temporary Help line item to hire four summer interns to work part time in the District Clerk's office from mid-June through the end of August 2013. These interns will be filing pleadings into case files.

Description	District Clerk - Temporary Help
Beginning Balance	$214,900
BA 13-036-0528-A	0
Expenditures and Encumbrances to date	-85,150
Balance Upon Approval	$129,750

Departmental Authorization — Date

N/A
Human Resources Department — Date

Budget Office Authorization — Date 5/23/2-12

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.c.2.

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	County Architect	Amendment No. 13-037-0528-B
Date Submitted:	May 20, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to transfer budget from Emergency Management Fund - Budgeted Reserve to Disaster Recovery - Hurricane Ike Fund - Contract Services to cover portion of contract which is for partial demolition of North Jail and Annex. These funds are to be repaid as soon as funds for this project are received from FEMA.

This budget amendment does increase the budget for FY 2012.

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: Emergency Management Fund 2260-920180-5930000	Line Item: Budgeted Reserve	21,000	
TOTAL - Transfer Amount		$21,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: Disaster Recovery - Hurricane Ike Fund 2994-299544-5481000	Line Item: Contract Services	21,000	
TOTAL - Transfer Amount		$21,000	

ADDITIONAL COMMENTS:
This budget request is to transfer budget from Emergency Management Fund - Budgeted Reserve to Disaster Recovery - Hurricane Ike - Asbestos Abatement to cover a portion of the contract for the partial demolition of North Jail and Annex. This contract - C& C Demolition will be submitted to Commissioners Court for approval on May 28, 2013. These funds are to be repaid to the Emergency Management Fund as soon as the funds for this project are received from FEMA.

	Budgeted Reserve	Courthouse Annex and Old Jail Asbestos Abatement
Beginning Balance	$1,603,454	$0
Original FEMA Project - BCS-036		176,000
Budget Amendment - BA 13-037-0528-B	-21,000	21,000
Expenditures and encumbrances to date		-6,658
Balance upon approval	$1,582,454	$190,342

Departmental Authorization — Date

N/A — Date
Human Resources Department

Budget Office Authorization — Date 5/22/2013

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.c.3.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Constable Precinct 8	Amendment No. 13-038-0528-C
Date Submitted:	May 22, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to transfer budget from Budgeted Reserves to Departmental Supplies Non-Departmental to cover JP Court Precinct 8 security expenditures.

This budget amendment does not increase the budget for FY 2013.

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: JP Court Security Fund 2206-920180-5930000	Line Item: Budgeted Reserves	4,600	—
TOTAL - Transfer Amount		$ 4,600	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: JP Court Security Fund 2206-295100-5310001	Line Item: Departmental Supplies Non-Capitalized	4,600	—
TOTAL - Transfer Amount		$ 4,600	

ADDITIONAL COMMENTS:
This is a budget request to transfer budget from Budgeted Reserves to Departmental Supplies Non-Capitalized to cover JP Court Precinct 8 security expenditures (a walk-thru metal detector and other security items).

Description	Budgeted Reserves	Departmental Supplies, Non-Capitalized
Beginning Balance, 2013 Adopted Budget	$20,000	$0
Budget Amendment - BA 13-022-0402-A	-4,600	4,600
Expenditures and Encumbrances to date	0	0
Balance upon approval	$15,400	$4,600

Departmental Authorization — Date

N/A
Human Resources Department — Date

Budget Office Authorization — Date 5/22/2013

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.d.

GALVESTON COUNTY, TEXAS

BATCH I D

BUDGET JOURNAL ENTRIES

IFAS FINANCIAL SYSTEM

BUDGET JOURNAL ENTRY #

BUDGET BATCH ID

LONG FORM	account number ORG KEY						
DESCRIPTION	FUND NUMBER	COST CENTER	OBJECT NUMBER	DEBIT	CREDIT	To (+) Fm (-)	Misc
Contract Services	2107		5481000	10,000.00			
				10,000.00	-		

Posted by_____

Date Posted_____

ACCTG DATE

Budget Revision Approval_____
Date Approved_____

Override Approval_____
Date Approved_____

Journal Entry Approval_____
Date Approved_____

Prepared By_____
Date Prepared_____

Trammell, Mel

From: Modzelewski, Jeff
Sent: Tuesday, May 21, 2013 5:59 PM
To: Johnson, Cheryl E
Cc: Trammell, Mel; Swift, Sheryl
Subject: RE: Establish Voter Fund

Hi Cheryl,

Mel looks to our office to provide a certification of revenue in order to set up the budget, and based upon your facts – a contract for $9,800, with expenditure-reimbursement guaranteed (and a cash cushion of $5,000 now in the bank), I do certify that $9,800 as available for appropriation.

I believe Diane Manning set up the fund in the financial-accounting system several weeks back, so that software infrastructure should already be "good to go."

If you need anything further, please let me know.

Thanks,

Jeff

Jeff Modzelewski, MBA, CPA
First Assistant County Auditor in Charge
and Director of Accounting
Galveston County Auditor's Office
P.O. Box 1418
Galveston, TX 77553-1418
E-Mail: jeff.modzelewski@co.galveston.tx.us
Telephone: 409-770-5328
Fax: 409-766-4583

From: Johnson, Cheryl E
Sent: Tuesday, May 21, 2013 4:53 PM
To: Modzelewski, Jeff
Cc: Trammell, Mel; Swift, Sheryl
Subject: Establish Voter Fund

Good afternoon, Jeff.

I just left Mel's office and I have a contract request for commissioners for next week for redistricting. Mel suggested that I ask you to establish a Voter Registration Fund for this fiscal year. The contract request I am submitting should be reimbursed by the Secretary of State 30 days after paid and submitted for reimbursement. Thus, the funds are either guaranteed reimbursements or cash on hand. Today, I have $5,048.17 in the Voter Account. The contract is $9800 which I will request in full from the SOS upon completion of the work.

Can you establish the fund for me, please?

Thanks!

Cheryl E. Johnson

AGENDA ITEM #24.a.1.

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

May 21

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

Re: RFP #B131020 – Demolition of Old North Jail & Courthouse Annex

Gentlemen,

On May 9, 2013 proposals were opened for RFP #B131020 – Demolition of Old North Jail & Courthouse Annex, at which time eight (8) proposals were received from the following companies:

• Ardent Construction, LLC	Friendswood, Texas
• RLN Corporation, dba RLN Industries	Hitchcock, Texas
• JTB Services, Inc.	Houston, Texas
• NCM Demolition and Remediation, LP	Houston, Texas
• MWE Services, Inc., dba Midwest Demolition	Lincoln, Nebraska
• ARC Abatement, Inc.	Houston, Texas
• Inland Environments, Ltd.	Porter, Texas
• C&C Demo, Inc.	Orange, Texas

After review of the submittals by the assigned Evaluation Committee, it is recommended that consideration for award be given to C&C Demo, Inc for the amount of $292,381.95.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
Attachment

County Architect

MEMO

Date..... Friday, May 17, 2013

Addressed to:

Rufus Crowder.....Galveston County Purchasing

Project:

Record Storage/Annex
Proposal Package: #01 Demolition..... Bid # B131020

Items:

Eight (8) Proposals for Trade contracts were accepted May 7, 2013 on the referenced Proposal package.

Proposals were reviewed and evaluated by J. Dudley Anderson, County Architect, Charles Kenworthy, Galveston County Director of Facilities, Mike Bell, Galveston County Assoc. Facilities Mgr., Lewis Coleman, Project Construction Manager Agent, and Micro Air, Asbestos Abatement Consultant. Each proposal was evaluated based upon the published criteria and material submitted by Proposers.

Expectations were that the proposal would be in the $450,000 range. The proposal from C&C Demo, Inc. is $292,381.95.

The evaluation team requested C&C Demo, Inc. review its proposal for errors or omissions because the proposal is considerably less than the next proposal. There were concerns that if the proposal was too low bad business situation might occur.

The team met also with C&C Demo, Inc. to review the scope of work to be completed as part of the contract. C&C Demo, Inc. appears to understand the scope of the work and the schedule for completion.

C&C Demo, Inc. references from past work are exemplary.

This office recommends the Galveston County Purchasing Agent request award of a contract for Demolition at the Old North Jail, Old Courthouse Annex, and South Jail to C&C Demo, Inc. based upon the evaluation above being the most responsive proposal submitted.

Funding Source:

1. 2009 Facility Bonds..... $66,248.70
2. Flood Insurance $35,973.00
3. 10% Galveston County Matching Funds..... $19,016.02
4. 90% FEMA matching funds $171,144.23

J. Dudley Anderson, County Architect

Galveston County Architect
Record Storage and Storm Repair 09-009

	Portion of Project	FEMA budget	Realistic estimate		Cause of increased cost estimate
1	Records Storage - Upper floors Galveston Co. Old Jail	$2,750,000	$3,500,000	3120-179136-5722000	6 years of inflation
2	Galveston Co. Old Courthouse Annex - Second Floor	$250,000	$250,000	3120-179136-5722000	not contemplated in earlier budgets
3	FEMA PW 14465 - Hydraulic Elevator in the Galveston County Courthouse North Jail (5 stop)	$224,774	$224,774	2994-299523-5424201	No change in scope from original
4	FEMA PW 14498 - Hydraulic Elevator in the Galveston County Courthouse Annex (2 stop)	$166,246	$300,000	2994-299547-5481000	increase caused by need to comply with new ADA guidelines
5	FEMA PW 14499 - Hydraulic Elevators in the Galveston County Courthouse Jail - Parking Garage	$437,271	$500,000	2994-299546-5481000	Increase caused by need to restructure maintenance corridor
6	FEMA PW 15601 - Galveston Co. Old Jail	$1,177,416	$1,500,000	2994-299522-5481000	A more realistic estimate of cost
7	FEMA PW 15601 - Galveston Co. Old Courthouse Annex	$0	$1,000,000	2994-299522-5481000	A morerealistic estimate of cost
8	FEMA PW 15079 Asbestos Abatement	$120,000	$150,000	2994-299544-5481000	never budgeted
	Total estimate	$5,125,707	$7,424,774		

W:\Architecture\0 PROJECTS\09-009 Records Storage - Annex\Demoltition Package\Proposal Tabs\apportioned cost of demolition.xls

Tabulation of total proposed cost of Demolition Old North Jail & Old Courthouse Annex by funding source

PW # or Bond project	Description of partial project	Proposed cost	% of project as a whole pre bid	% of project by Galveston County 2009 Bond	Portion paid by Galveston County 2009 Bond	% of project by Galveston County Insurance proceeds	Flood Insurance proceeds allocated to this item	% of project by Windstorm Insurance proceeds	Windstorm Insurance apportioned to this item	10% of project by Galveston County Ike Funds	10% Portion by Galveston County	90% of project by FEMA funding	90% Portion funded by FEMA	fund number	
Records Storage	Upper floors Galveston Co. Old Jail	$49,852.95	17%	100%	$49,852.95	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	3120-179136-5722000	$49,852.95
Annex	Galveston Co. Old Courthouse Annex - Second Floor	$16,395.75	6%	100%	$16,395.75	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	3120-179136-5722000	$16,395.75
FEMA PW 14465	Hydraulic Elevator in the Galveston County Courthouse North Jail (5 stop)	$4,200.00	1%	0%	$0.00	100%	$4,200.00	0%	$0.00	0%	$0.00	0%	$0.00	2994-299523-5424201	$4,200.00
FEMA PW 14498	Hydraulic Elevator in the Galveston County Courthouse Annex (2 stop)	$2,100.00	1%	0%	$0.00	100%	$2,100.00	0%	$0.00	0%	$0.00	0%	$0.00	2994-2995475481000	$2,100.00
FEMA PW 14499	Hydraulic Elevators in the Galveston County Courthouse Jail - Parking Garage	$4,200.00	1%	0%	$0.00	100%	$4,200.00	0%	$0.00	0%	$0.00	0%	$0.00	2994-299546-5481000	$4,200.00
FEMA PW 15061	Galveston Co. Old Jail	$25,473.00	9%	0%	$0.00	100%	$25,473.00	0%	$0.00	0%	$0.00	0%	$0.00	2994-2995225481000	$25,473.00
FEMA PW 15061	Galveston Co. Old Courthouse	$0.00	0%	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	2994-2995225481000	$0.00
FEMA PW 15079	Asbestos Abatement	$190,160.25	65%	0%	$0.00	0%	$0.00	0%	$0.00	10%	$19,016.03	90%	$171,144.23	2994-299544-5481000	$190,160.25
	Total estimate	$292,381.95			$66,248.70		$35,973.00		$0.00		$19,016.03		$171,144.23		

Proposed cost	Portion paid by Galveston County 2009 Bond	Flood Insurance proceeds allocated to this item	Windstorm Insurance proceeds allocated to this item	10% matching funds from Galveston County	90% funded by FEMA

Proposed cost of each item comprising RFP B131020 Demolition of Old North Jail and Old Courthouse Annex to the appropriate fund

PW # or Bond project	Description of partial project	Proposed cost	% of project as a whole	fund number	PW # or Bond project
Records Storage	Upper floors Galveston Co. Old Jail	$49,852.95	17%	3120-179136-5722000	Records Storage
Annex	Galveston Co. Old Courthouse Annex - Second Floor	$16,395.75	6%	3120-179136-5722000	Annex
FEMA PW 14465	Hydraulic Elevator in the Galveston County Courthouse North Jail (5 stop)	$4,200.00	1%	2994-299523-5424201	FEMA PW 14465
FEMA PW 14498	Hydraulic Elevator in the Galveston County Courthouse Annex (2 stop)	$2,100.00	1%	2994-2995475481000	FEMA PW 14498
FEMA PW 14499	Hydraulic Elevators in the Galveston County Courthouse Jail - Parking Garage	$4,200.00	1%	2994-299546-5481000	FEMA PW 14499
FEMA PW 15061	Galveston Co. Old Jail	$25,473.00	9%	2994-2995225481000	FEMA PW 15061
FEMA PW 15061	Galveston Co. Old Courthouse Annex - included above				FEMA PW 15061
FEMA PW 15079	Asbestos Abatement	$190,160.25	65%	2994-299544-5481000	FEMA PW 15079
	Total proposal	$292,381.95			

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Proposal Package B131020 - Demolition Old North Jail/Old Courthouse Annex

Proposal Evaluation Worksheet - Compilation **Most current estimate** **$450,000**

J. Dudley Anderson
Charles Kenworthy
Mke Bell
Lewis Coleman
Melissa Kiser

	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Compsite evaluation
Proposer						
C&C Demo	**94.00**	**91.50**	**94.00**	**89.50**	**95.00**	**464.00**
NCM Demo. and Remed., LP	**68.73**	**64.23**	**68.23**	**64.23**	**68.73**	**334.14**
ARC Ababtement	**61.22**	**59.22**	**62.22**	**56.22**	**61.22**	**300.12**
Inland Environments, Ltd.	**66.09**	**62.59**	**65.09**	**63.59**	**66.09**	**323.45**
RLN Industries	**64.46**	**60.46**	**64.46**	**64.46**	**64.46**	**318.29**
Ardent Construction LLC	**63.06**	**59.06**	**63.06**	**52.06**	**63.06**	**300.29**
JTB Services, Inc	**56.86**	**52.86**	**56.36**	**53.86**	**56.86**	**276.80**
MWE Services, Inc. (Midwest)	**30.78**	**29.28**	**15.78**	**28.28**	**30.78**	**134.90**

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Abatement Sub-contractor for C&C Demo is not well enough known to obtain significant feed back of their performance. Requested additional reference contact information.
NCM has execellent feed back from past clients.
MWE provided addenda pricing after the proposal date because it wasn't published on the County ftp site.
Reference evaluations for ARC, Inland, RLN, Ardent, JTB, and MWE were not checked due to high evaluations for the first 2 low dollar proposals and no possibility to outpoint those 2 based on qualifications alone.

AGENDA ITEM #24.a.2.

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

May 21, 2013

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

Re: RFP #B132007, Heavy Equipment Rental

Gentlemen,

On April 23, 2013, proposals were opened for RFP #B132007, Heavy Equipment Rental, at which time six (6) proposals were received from the following companies:

• Mustang Rental Services	Channelview, Texas
• United Rentals (North America), Inc.	Texas City, Texas
• RB Everett & Co.	Pasadena, Texas
• ROMCO, Inc.	Houston, Texas
• Sunbelt Rentals, Inc.	Texas City, Texas
• Bottom Line Equipment	Baytown, Texas

The lowest cost, most responsible evaluated offer was received from Mustang Rental Services.

The Road Administrator recommends that the contract for this service be awarded to Mustang Rental Services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: May 13, 2013

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **RFP# B132007 – Heavy Equipment Rental**

In reference to the above bid for heavy equipment rental, I recommend awarding the contract to Mustang Rental Services Inc. Overall submitted proposals, I believe Mustang will be the most reliable and consistent service provider.

LH/djs

BID #: B132007
OPEN: 04/23/2013
TIME: 2:00 PM

SPECIAL PROVISIONS
HEAVY EQUIPMENT RENTAL
GALVESTON COUNTY, TEXAS

PROPOSAL FORM

THE COMPANY OF: MUSTANG RENTAL SERVICES

Address: 15907 I-10 EAST

CHANNELVIEW, TX 77530

FEIN (TAX ID): _____

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**____ **#4** ___
3. One (1) original and five (5) copies of submittal	_____
4. Proposal Form	_____
5. Vendor Qualification packet	_____
6. Debarment Certification	_____
7. Sample Agreement	_____
8. Payment Terms:	_____**net 30** _____**Other**

Person to contact regarding this proposal: DARYL WINGO

Title: SALES Phone: 281 914 8271 Fax: _____

E-mail address: DWINGO@MUSTANGCAT.COM

Name of person authorized to bind the Firm: KRIS JORDAN

Signature: K Jordan Date: APRIL 12, 2013

Title: SALES MANAGER Phone: 713 838 7368 Fax: _____

E-mail address: KJORDAN@MUSTANGCAT.COM

BID #: B132007
OPEN: 04/23/2013
TIME: 2:00 PM

SPECIAL PROVISIONS
HEAVY EQUIPMENT RENTAL
GALVESTON COUNTY, TEXAS

PROPOSAL FORM

References:

Please submit at least three (3) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of the services provided.

1. Firm Name DH TIRE
   Contact Ceaser Barcia
   Title OWNER E-mail
   Mailing Address 6903 Lyons Hou Tx 77020
   Phone 713-675-8473 Fax
   Description

2. Firm Name Gilbert Heavy Haul
   Contact Gilbert Hernandez
   Title OWNER E-mail
   Mailing Address 4040 FM 1960 W. #142 Hou, TX, 77090
   Phone 713 299-0648 Fax (281) 821-3992
   Description

3. Firm Name CURRY HEAVY HAUL
   Contact Justin Curry
   Title OWNER E-mail
   Mailing Address PO Box 413 Highlands TX 77562
   Phone 281 830 3430 Fax
   Description

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

BID #: B132007
OPEN: 04/23/2013
2:00 PM

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	76004	BACKHOE LOADER WITH HYDRAULIC HAMMER DIESEL ENGINE - 75 HP (MIN), OPERATING WEIGHT - 13,890 (MIN W/O HAMMER), LOADER BUCKET WIDTH - 7 FT (MIN), LOADER BUCKET CAPACITY - 1 YD (MIN), HYDRAULIC HAMMER - 1,000 LB (MIN), CAT 416/CASE 580/OR EQUAL	1	DY		$ 520.00	$ 520.00
0002	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY, LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 250.00	$ 250.00
0003	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 275.00	$ 275.00
0004	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 250.00	$ 250.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

BID #: B132007
OPEN: 04/23/2013
2:00 PM

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0005	96863	RELOCATION OF EQUPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 250.00	$ 250.00
0006	76004	BACKHOE LOADER WITH HYDRAULIC HAMMER DIESEL ENGINE - 75 HP (MIN), OPERATING WEIGHT, 13,890 LB (MIN W/O HAMMER), LOADER BUCKET WIDTH - 7 FT (MIN), LOADER BUCKET CAPACITY - 1 YD (MIN), HYDRAULIC HAMMER - 1,000 LB CLASS (MIN), CAT 416/CASE 580/OR EQUAL	1	WK		$ 1560.00	$ 1560.00
0007	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY, LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 250.00	$ 250.00
0008	96100	DELIVERY/PICK-UP RATE BOTH WAYS F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 500.00	$ 500.00
0009	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 500.00	$ 500.00

BID #: B132007
OPEN: 04/23/2013
2:00 PM

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 500.00	$ 500.00
0011	76004	BACKHOE LOADER WITH HYDRAULIC HAMMER DIESEL ENGINE - 75 HP (MIN), OPERATING WEIGHT - 13, 890 LB (MIN W/O HAMMER), LOADER BUCKET WIDTH - 7 FT (MIN), LOADER BUCKET CAPACITY - 1 YD (MIN) HYDRAULIC HAMMER - 1,000 LB CLASS (MIN), CAT 416/CASE 580/OR EQUAL	1	MO		$ 4680.00	$ 4680.00
0012	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY, LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 500.00	$ 500.00
0013	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 500.00	$ 500.00
0014	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 500.00	$ 500.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

BID #: B132007
OPEN: 04/23/2013
2:00 PM

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0016	97539	LONG REACH HYDRAULIC TRACK EXCAVATOR DIESEL ENGINE - 128 HP (MIN), OPERATING WEIGHT - 55,350 LB (MIN) REACH AT GROUND LEVEL - 54 FT (MIN) DIGGING DEPTH - 39 FT (MIN) DITCH CLEANING BUCKET - 45 IN (MIN) CAT 320LR/KOMATSU PC200LR/OR EQUAL	1	DY		$ 1022.00	$ 1022.00 330
0017	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY, LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 700.00	$ 700.00
0018	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 700.00	$ 700.00
0019	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 700.00	$ 700.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

BID #: B132007
OPEN: 04/23/2013
2:00 PM

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0021	97539	LONG REACH HYDRAULIC TRACK EXCAVATOR DIESEL ENGINE - 128 HP (MIN) OPERATING WEIGHT - 55,350 LB (MIN) REACH AT GROUND LEVEL - 54 FT (MIN) DIGGING DEPTH - 39 FT (MIN) DITCH CLEANING BUCKET - 45 IN (MIN) CAT 320LR/KOMATSU PC200LR OR EQUAL	1	WK		$ 3050.00	$ 3050.00
0022	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY, LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC)	1	EA		$ 700.00	$ 700.00
0023	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 700.00	$ 700.00
0024	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 700.00	$ 700.00

BID #: B132007
OPEN: 04/23/2013
2:00 PM

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0025	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0026	97539	LONG REACH HYDRAULIC TRACK EXCAVATOR DIESEL ENGINE - 128 HP (MIN) OPERATING WEIGHT - 55,350 LB (MIN) REACH AT GROUND LEVEL - 54 FT (MIN) DIGGING DEPTH - 39 FT (MIN) DITCH CLEANING BUCKET - 45 IN (MIN) CAT 33LR/KOMATSU PC200LR/OR EQUAL	1	MO		$ 9100.00	$ 9100.00
0027	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY, LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 700.00	$ 700.00
0028	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 700.00	$ 700.00
0029	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 700.00	$ 700.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

BID #: B132007
OPEN: 04/23/2013
2:00 PM

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0030	96100	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING THE SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0031	99836	WIDE TRACK (LGP) DOZER WITH HIGH-DRIVE DIESEL ENGINE - 180 HP (MIN) OPERATING WEIGHT - 45,200 LB (MIN) TRACK WIDTH - 36 IN (MIN) BLADE WIDTH - 13 FT (MIN) CAT D6H-LGP/JOHN DEER 850C-LGP/OR EQUAL	1	DY		$ 800.00	$ 800.00
0032	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY, LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 700.00	$ 700.00
0033	96100	DELIVERY/PICK-UP BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 700.00	$ 700.00
0034	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 700.00	$ 700.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

BID #: B132007
OPEN: 04/23/2013
2:00 PM

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0035	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0036	99836	WIDE TRACK (LGP) DOZER WITH HIGH-DRIVE DIESEL ENGINE - 180 HP (MIN) OPERATING WEIGHT - 45, 200 LB (MIN) TRACK WIDTH - 36 IN (MIN) BLADE WIDTH - 13 FT (MIN) CAT D6H-LGP/JOHN DEER 850C-LGP/OR EQUAL	1	WK		$ 2400.00	$ 2400.00
0037	96100	DELIVERY/PICK-UP BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC)	1	EA		$ 700.00	$ 700.00
0038	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 700.00	$ 700.00
0039	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 700.00	$ 700.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

BID #: B132007
OPEN: 04/23/2013
2:00 PM

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0040	96100	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0041	99836	WIDE TRACK (LGP) DOZER WITH HIGH-DRIVE DIESEL ENGINE - 180 HP (MIN) OPERATING WEIGHT - 45,200 LB (MIN) TRACK WIDTH - 36 IN (MIN) BLADE WIDTH - 13 FT (MIN) CATD6H-LGP/JOHN DEER 850C LGP/OR EQUAL	1	MO		$ 7300.00	$ 7300.00
0042	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC)	1	EA		$ 700.00	$ 700.00
0043	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 700.00	$ 700.00
0044	96100	DELIVERY/PICK-UP BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 700.00	$ 700.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

BID #: B132007
OPEN: 04/23/2013
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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0045	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0046	76050	ARTICULATED WHEEL LOADER DIESEL ENGINE - 170 HP (MIN) OPERATING WEIGHT - 36,500 LB (MIN) BUCKET WIDTH - 109 IN (MIN) BUCKET CAPACITY - 4 CU YD (MIN) CAT 950F/KOMATSU WA380-3/OR EQUAL	1	DY		$ 630.00	$ 630.00
0047	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, FLAT FEE LOCATION (MAINLAND GALVESTON COUNTY, LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC)	1	EA		$ 700.00	$ 700.00
0048	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 700.00	$ 700.00
0049	96100	DELIVERY/PICK-UP BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 700.00	$ 700.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0050	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0051	76050	ARTICULATED WHEEL LOADER DIESEL ENGINE - 170 HP (MIN) OPERATING WEIGHT - 36,500 LB (MIN) BUCKET WIDTH - 109 IN (MIN) BUCKET CAPACITY - 4 CU YD (MIN) CAT 950F/KOMATSU WA380-3/OR EQUAL	1	WK		$ 1880.00	$ 1880.00
0052	96100	DELIVERY/PICK-UP RATE, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 700.00	$ 700.00
0053	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 700.00	$ 700.00
0054	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 700.00	$ 700.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0055	96100	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0056	76050	ARTICULATED WHEEL LOADER DIESEL ENGINE - 170 HP (MIN) OPERATING WEIGHT - 36,500 LB (MIN) BUCKET WIDTH - 109 IN (MIN) BUCKET CAPACITY - 4 CU YD (MIN) CAT 950F/KOMATSU WA380-3/OR EQUAL	1	MO		$ 5635.00	$ 5635.00
0057	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 700.00	$ 700.00
0058	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 700.00	$ 700.00
0059	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 700.00	$ 700.00

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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0060	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 350.00	$ 350.00
0061	98100	DUMP TRUCK, DIESEL ENGINE 14-16 CUBIC YARD CAPACITY, WITH DRIVER	1	DY		$	$
0062	98100	DUMP TRUCK, DIESEL ENGINE 14-16 CUBIC YARD CAPACITY, WITH DRIVER	1	WK		$	$
0063	98100	DUMP TRUCK, DIESEL ENGINE 14-16 CUBIC YARD CAPACITY WITH DRIVER	1	MO		$	$
0064	98100	DUMP TRUCK, DIESEL ENGINE 14-16 CUBIC YARD CAPACITY, WITHOUT DRIVER	1	DY		$	$
0065	98100	DUMP TRUCK, DIESEL ENGINE 14-16 CUBIC YARD CAPACITY WITHOUT DRIVER	1	WK		$	$
0066	98100	DUMP TRUCK, DIESEL ENGINE 14-16 CUBIC YARD CAPACITY WITHOUT DRIVER	1	MO		$	$

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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0067	99836	MINI-EXCAVATOR - APPROXIMATELY 6,500 LBS 9' 11" DIG DEPTH, 16-10' REACH, 50 HP	1	DY		$ 240.00	$ 240.00
0068	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0069	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0070	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0071	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0072	99836	MINI-EXCAVATOR - APPROXIMATELY 6,500 LBS. 9' 11" DIG DEPTH, 16-10' REACH, 50 HP	1	WK		$ 690.00	$ 690.00

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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0073	96100	DELIVERY/PICK-UP BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0074	96100	DELIVERY/PICK-UP BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0075	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0076	96863	RELOCATION OF EQUPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0077	99836	MINI-EXCAVATOR - APPROXIMATELY 6,500 LBS 9' 11" DIG DEPTH, 16-10' REACH, 50 HP	1	MO		$ 2080.00	$ 2080.00
0078	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA	1	EA		$ 400.00	$ 400.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		MARQUE, ETC.)					
0079	96100	DELIVERY/PICK-UP BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0080	96100	DELIVERY/PICK-UP BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0081	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0082	99836	MOTOR GRADER - 125 HP 12' BLADE SCARIFER, 25,040 LBS	1	DY		$ 470.00	$ 470.00
0083	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 500.00	$ 500.00
0084	96100	DELIVERY/PICK-UP BOTH DAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 500.00	$ 500.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0085	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 500.00	$ 500.00
0086	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 250.00	$ 250.00
0087	99836	MOTOR GRADER - 125 HP 12' BLADE SCARIFER 25,040 LBS	1	WK		$ 1420.00	$ 1420.00
0088	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 500.00	$ 500.00
0089	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 500.00	$ 500.00
0090	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 500.00	$ 500.00

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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0091	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 250.00	$ 250.00
0092	99836	MOTOR GRADER - 125 HP 12' BLADE SCARIFER 25,040 LBS	1	MO		$ 4255.00	$ 4255.00
0093	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 500.00	$ 500.00
0094	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 500.00	$ 500.00
0095	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 500.00	$ 500.00
0096	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 250.00	$ 250.00

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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0097	99836	VIBRATORY COMPACTOR PAD FOOT 66", 28,000 LBS, 105 HP	1	DY		$ 295.00	$ 295.00
0098	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0099	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0100	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0101	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING THE SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0102	99836	VIBRATORY COMPACTOR PAD FOOT 66", 28,000 LBS, 105 HP	1	WK		$ 882.00	$ 882.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0103	96100	DELIVERY/PICK-UP BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0104	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0105	96100	DELIVERY/PICK UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0106	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0107	99836	VIBRATORY COMPACTOR PAD FOOT PAD FOOT - 66", 28,000 LBS, 105 HP	1	MO		$ 2635.00	$ 2635.00
0108	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA	1	EA		$ 400.00	$ 400.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		MARQUE, ETC.)					
0109	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0110	96100	DELIVERY/PICK-UP BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0111	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0112	99836	VIBRATORY COMPACTOR PAD FOOT 48", 15,000 LBS, 75 HP	1	DY		$ 265.00	$ 265.00
0113	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0114	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0115	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0116	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0117	99836	VIBRATORY COMPACTOR PAD FOOT 48", 15,000 LBS, 75 HP	1	WK		$ 786.00	$ 786.00
0118	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0119	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0120	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0121	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0122	99836	VIBRATORY COMPACTOR PAD FOOT 48", 15,000 LBS, 75 HP	1	MO		$ 2345.00	$ 2345.00
0123	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0124	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0125	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0126	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0127	99836	SMOOTH DRUM 66", 28,000 LBS, 105 HP	1	DY		$ 296.00	$ 296.00
0128	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0129	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0130	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0131	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0132	99836	SMOOTH DRUM 66", 28,000 LBS, 105 HP	1	WK		$ 882.00	$ 882.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0133	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0134	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0135	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0136	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0137	99836	SMOOTH DRUM 66", 28,000 LBS, 105 HP	1	MO		$ 2633.00	$ 2633.00
0138	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0139	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0140	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0141	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0142	99836	SMOOTH DRUM 48", 15,000 LBS, 75 HP	1	DY		$ N/A	$
0143	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$	$
0144	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$	$

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0145	96100	DELIVERY/PICK-UP BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA	_____	$_____	$_____
0146	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA	_____	$_____	$_____
0147	99836	SMOOTH DRUM 48", 15,000 LBS, 75 HP	1	WK	_____	$_____	$_____
0148	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA	_____	$_____	$_____
0149	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B., LOCATION - PORT BOLIVAR PENINSULA	1	EA	_____	$_____	$_____
0150	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA	_____	$_____	$_____

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0151	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA	_____	$_____	$_____
0152	99836	SMOOTH DRUM 48", 15,000 LBS, 75 HP	1	MO	_____	$_____	$_____
0153	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA	_____	$_____	$_____
0154	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA	_____	$_____	$_____
0155	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA	_____	$_____	$_____
0156	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA	_____	$_____	$_____

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0157	76549	PNEUMATIC ROLLER - 14 TON, NINE (9) WHEEL	1	DY		$ 225.00	$ 225.00
0158	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0159	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0160	96100	DELIVERY/PICK-UP BOTH WAYS, FLAT FEE F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0161	96100	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0162	76549	PNEUMATIC ROLLER - 14 TON, NINE (9) WHEEL	1	WK		$ 670.00	$ 670.00
0163	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD,	1	EA		$ 400.00	$ 400.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)					
0164	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0165	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0166	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0167	99836	PNEUMATIC ROLLER - 14 TON NINE (9) WHEEL	1	MO		$ 2015.00	$ 2015.00
0168	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00

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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

tem No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0169	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0170	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0171	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0172	97513	ASPHALT ROLLER - STEEL DLB DRUM 48", 6500 APPLIED FORCE	1	DY		$ 215.00	$ 215.00
0173	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0174	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00

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tem No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0175	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0176	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0177	97513	ASPHALT ROLLER - STEEL DLB DRUM 48", 6,500 APPLIED FORCE	1	WK		$ 630.00	$ 630.00
0178	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0179	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0180	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00

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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0181	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00
0182	97513	ASPHALT ROLLER - STEEL DLB DRUM 48", 6,500 APPLIED FORCE	1	MO		$ 1880.00	$ 1880.00
0183	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 400.00	$ 400.00
0184	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 400.00	$ 400.00
0185	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 400.00	$ 400.00
0186	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 200.00	$ 200.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0187	97578	MOTORIZED SWEEPER - 70 HP, DIESEL POWERED, 7.5' WIDE BROOM	1	DY		$ 220.00	$ 220.00
0188	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0189	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0190	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0191	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0192	97578	MOTORIZED SWEEPER - 70 HP, DIESEL POWERED 7.5' WIDE BROOM	1	WK		$ 649.00	$ 649.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0193	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0194	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0195	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0196	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0197	97578	MOTORIZED SWEEPER - 70 HP, DIESEL POWERED 7.5' WIDE BROOM	1	MO		$ 1946.00	$ 1946.00
0198	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0199	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0200	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0201	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0202	76044	SKID STEER LOADER WITH AUGER - 50 HP, 5,700 LBS, 1,500 LBS CAPACITY	1	DY		$ 280.00	$ 280.00
0203	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0204	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0205	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0206	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0207	76044	SKID STEER LOADER WITH AUGER - 50 HP, 5,700 LBS, 1,500 LBS CAPACITY	1	WK		$ 845.00	$ 845.00
0208	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0209	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0210	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0211	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0212	76044	SKID STEER LOADER WITH AUGER - 50 HP, 5,700 LBS, 1,500 LBS CAPACITY	1	MO		$ 2530.00	$ 2530.00
0213	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0214	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0215	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0216	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0217	76044	SKID STEER LOADER WITH BROOM - 50 HP, 5,700 LBS, 1,500 LBS CAPACITY	1	DY		$ 307.00	$ 307.00
0218	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0219	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0220	96100	DELIVERY/PICK-UP RATE BOTH WAYS, FLAT FEE, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0221	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0222	76044	SKID STEER LOADER WITH BROOM - 50 HP, 5,700 LBS, 1,500 LBS CAPACITY	1	WK		$ 921.00	$ 921.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0223	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0224	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0225	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0226	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0227	76044	SKID STEER LOADER WITH BROOM - 50 HP, 5,700 LBS, 1,500 LBS CAPACITY	1	MO		$ 2765.00	$ 2765.00
0228	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0229	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0230	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0231	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0232	76044	SKID STEER LOADER WITH BREAKER - 50 HP, 5,700 LBS, 1,500 LBS CAPACITY	1	DY		$ 308.00	$ 308.00
0233	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0234	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0235	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0236	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0237	76044	SKID STEER LOADER WITH BREAKER - 50 HP, 5,700 LBS, 1,500 LBS CAPACITY	1	WK		$ 920.00	$ 920.00
0238	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0239	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0240	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00

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0241	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0242	76044	SKID STEER LOADER WITH BREAKER - 50 HP, 5,700 LBS, 1,500 LBS CAPACITY	1	MO		$ 2770.00	$ 2770.00
0243	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVSTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0244	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0245	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0246	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00

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tem No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0247	07051	ARTICULATED TRUCK - 25 TON	1	DY		$ 978.00	$ 978.00
0248	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE, F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 650.00	$ 650.00
0249	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 650.00	$ 650.00
0250	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 650.00	$ 650.00
0251	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 325.00	$ 325.00
0252	07051	ARTICULATED TRUCK - 25 TON	1	WK		$ 2901.00	$ 2901.00
0253	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD,	1	EA		$ 650.00	$ 650.00

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		SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)					
0254	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 650.00	$ 650.00
0255	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 650.00	$ 650.00
0256	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 325.00	$ 325.00
0257	07051	ARTICULATED TRUCK - 25 TON	1	MO		$ 7810.00	$ 7810.00
0258	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 650.00	$ 650.00
0259	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 650.00	$ 650.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

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VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0260	96100	DELIVERY/PICK-UP, BOTH WAYS F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 650.00	$ 650.00
0261	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 325.00	$ 325.00
0262	99836	TRACKHOE, MINIMUMS: 79,700 LBS, 260 HP, BUCKET 2.7 YD, 66" WIDTH, 36' REACH, 24' DEPTH (CAT 336) OR EQUAL	1	DY		$ 910.00	$ 910.00
0263	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 900.00	$ 900.00
0264	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR	1	EA		$ 900.00	$ 900.00
0265	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 900.00	$ 900.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0266	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 450.00	$ 450.00
0267	99836	TRACKHOE, MINIMUMS: 79,700 LBS, 260 HP, BUCKET 2.7 YD, 66" WIDTH, 36' REACH, 24' DEPTH (CAT 336) OR EQUAL	1	WK		$ 2730.00	$ 2730.00
0268	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 900.00	$ 900.00
0269	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 900.00	$ 900.00
0270	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 900.00	$ 900.00
0271	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 450.00	$ 450.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0272	99836	TRACKHOE, MINIMUMS: 79,700 LBS, 260 HP, BUCKET 2.7 YD, 66" WIDTH, 36' REACH, 24' DEPTH (CAT 336) OR EQUAL	1	MO		$ 8190.00	$ 8190.00
0273	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 900.00	$ 900.00
0274	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 900.00	$ 900.00
0275	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 900.00	$ 900.00
0276	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 450.00	$ 450.00
0277	75059	MIXER - 350 HP, 8' DRUM, 18" MIXING DEPTH	1	DY		$ 915.00	$ 915.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0278	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 650.00	$ 650.00
0279	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 650.00	$ 650.00
0280	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 650.00	$ 650.00
0281	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 325.00	$ 325.00
0282	75059	MIXER - 350 HP, 8' DRUM, 18" MIXING DEPTH	1	WK		$ 2740.00	$ 2740.00
0283	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 650.00	$ 650.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0284	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 650.00	$ 650.00
0285	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 650.00	$ 650.00
0286	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 325.00	$ 325.00
0287	75059	MIXER - 350 HP, 8' DRUM, 18" MIXING DEPTH	1	MO		$ 8217.00	$ 8217.00
0288	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 650.00	$ 650.00
0289	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 650.00	$ 650.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0290	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 650.00	$ 650.00
0291	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 325.00	$ 325.00
0292	99836	MAN LIFT - 40'	1	DY		$ 240.00	$ 240.00
0293	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0294	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0295	96100	DELIVERY/PICK-UP, BOTH WAYS, E.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00

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tem No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0296	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0297	99836	MAN LIFT - 40'	1	WK		$ 645.00	$ 645.00
0298	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0299	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0300	96100	DELIVERY/PICK-UP, BOTH WAYS F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0301	96100	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0302	99836	MAN LIFT - 40'	1	MO		$ 1700.00	$ 1700.00
0303	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0304	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0305	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0306	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0307	99836	MAN LIFT - 60'	1	DY		$ 340.00	$ 340.00
0308	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD,	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)					
0309	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0310	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0311	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0312	99836	MAN LIFT - 60'	1	WK		$ 970.00	$ 970.00
0313	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0314	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0315	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0316	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0317	99836	MAN LIFT - 60'	1	MO		$ 2790.00	$ 2790.00
0318	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0319	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0320	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0321	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0322	99836	SCISSOR LIFT - 19'	1	DY		$ 110.00	$ 110.00
0323	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0324	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0325	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0326	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0327	99836	SCISSOR LIFT - 19'	1	WK		$ 230.00	$ 230.00
0328	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0329	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0330	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0331	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0332	99836	SCISSOR LIFT - 19'	1	MO		$ 520.00	$ 520.00
0333	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD,	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)					
0334	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0335	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0336	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0337	99863	SCISSOR LIFT - 25'	1	DY		$ 135.00	$ 135.00
0338	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0339	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0340	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0341	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0342	99836	SCISSOR LIFT - 25'	1	WK		$ 312.00	$ 312.00
0343	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0344	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0345	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0346	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 300.00	$ 300.00
0347	99836	SCISSOR LIFT - 25'	1	MO		$ 650.00	$ 650.00
0348	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0349	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0350	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0351	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0352	99836	PORTABLE LIGHT TOWER	1	DY		$ 71.00	$ 71.00
0353	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0354	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0355	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0356	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0357	99836	PORTABLE LIGHT TOWER	1	WK		$ 213.00	$ 213.00
0358	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD,	1	EA		$ 300.00	$ 300.00

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Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)					
0359	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00
0360	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0361	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0362	99836	PORTABLE LIGHT TOWER	1	MO		$ 615.00	$ 615.00
0363	96100	DELIVERY/PICK-UP, BOTH WAYS, FLAT FEE F.O.B. LOCATION (MAINLAND GALVESTON COUNTY - LEAGUE CITY, FRIENDSWOOD, SANTA FE, DICKINSON, HITCHCOCK, LA MARQUE, ETC.)	1	EA		$ 300.00	$ 300.00
0364	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - PORT BOLIVAR PENINSULA	1	EA		$ 300.00	$ 300.00

LINE ITEM DETAIL

HEAVY EQUIPMENT RENTAL

GALVESTON COUNTY, TEXAS

BID #: B132007
OPEN: 04/23/2013
2:00 PM

VENDOR ID 406192 MUSTANG RENTAL SERVICES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0365	96100	DELIVERY/PICK-UP, BOTH WAYS, F.O.B. LOCATION - WEST GALVESTON ISLAND	1	EA		$ 300.00	$ 300.00
0366	96863	RELOCATION OF EQUIPMENT TO ANOTHER LOCATION WITHIN GALVESTON COUNTY DURING SAME RENTAL PERIOD	1	EA		$ 150.00	$ 150.00
0367	96100	PER MILE DELIVERY FEE FOR ANY PIECE OF EQUIPMENT IN LIEU OF A FLAT FEE	1	EA		$	$

Extended Price Total of all Iten $ 230,804

AGENDA ITEM #24.a.3.

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

May 21, 2013

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

Re: Bid #B132008, Weed and Brush Control Chemicals

Gentlemen,

On May 16, 2013, bids were opened for Bid #B132008, Weed and Brush Control Chemicals, at which time four (4) bids were received from the following companies:

• Alligare, LLC	Opelika, Alabama
• Red River Specialties, Inc.	Atlanta, Georgia
• JC Ehrlich Co., dba Target Specialty Products	Houston, Texas
• Crop Production Services, Inc.	Houston, Texas

The Road Administrator recommends that that the contract for this service be awarded to Alligare, LLC.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: May 17, 2013

To: Rufus Crowder
Purchasing Agent

From: Layne Harding
Road Administrator

Re: **Bid #B132008 – Weed & Brush Control Chemicals**

In reference to the above bid for weed and brush control chemicals, I recommend that this bid be awarded to the low bidder, Alligare, LLC.

Thank you for your assistance in obtaining this bid.

LH/djs

BID RESPONSE TABULATION
WEED AND BRUSH CONTROL CHEMICALS
GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

					Vendor: 403364 CROP PRODUCTION SERVICES		Vendor: 409200 RED RIVER SPECIALTIES INC		Vendor: 710243 ALLIGARE LLC	
Item	Product Cod	Description	Quantity	Units	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	67590	OUST- 3 LB CONTAINERS-USED FOR ROADSII BERMUDA GRASS RELEASE PROGRAMS	16	EA	150.00	2,400.00	180.00	2,880.00	93.30	1,492.80
0002	67590	RAZOR PRO - 2.5 GALLON CONTAINERS NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	0.00	0.00	43.75	1,400.00	39.00	1,248.00
0003	67590	RANGER PRO - 30 GALLON DRUM CONTAINE NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	450.00	14,400.00	450.00	14,400.00	438.00	14,016.00
0004	67590	RANGER PRO - 2.5 GALLON DRUM CONTAINE NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	40.00	1,280.00	40.00	1,280.00	39.00	1,248.00
0005	67590	RAZOR PRO - 30 GALLON DRUM NON-SELECT PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	30	EA	0.00	0.00	495.00	14,850.00	438.00	13,140.00
0006	67590	ELEMENT 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL O ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA	105.00	3,150.00	110.00	3,300.00	88.98	2,669.40

BID RESPONSE TABULATION
WEED AND BRUSH CONTROL CHEMICALS
GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
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0007	67590	GARLON 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL O ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA	157.50	4,725.00	160.00	4,800.00	88.98	2,669.40
0008	67590	ELEMENT 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE, DITCHBANKS, AND OTHER AREAS	4	EA	1,260.00	5,040.00	1,290.00	5,160.00	1,095.00	4,380.00
0009	67590	GARLON 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE	4	EA	1,890.00	7,560.00	1,890.00	7,560.00	1,095.00	4,380.00
0010	67590	PLATEAU - 15 GALLON DRUM DITCHBANKS, AREAS	4	EA	1,770.00	7,080.00	1,830.00	7,320.00	1,737.75	6,951.00
0011	18093	BREWER 90 - 10 - 2.5 GALLON CONTAINER NC IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	22.50	900.00	25.00	1,000.00	19.75	790.00
0012	18093	ADSPRAY 90 - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	0.00	0.00	25.00	1,000.00	19.75	790.00
0013	18093	INDUCE - 2.5 GALLON CONTAINER NON IONI SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	0.00	0.00	62.50	2,500.00	19.75	790.00
0014	67555	DRIFT TROL - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA	900.00	67,500.00	11.00	825.00	8.25	618.75
0015	67555	ACCURACY - 1 QUART CONTAINER USED TO REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA	0.00	0.00	11.00	825.00	8.25	618.75

BID RESPONSE TABULATION
WEED AND BRUSH CONTROL CHEMICALS
GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
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0016	67590	AQUA NEAT - 2.5 GALLON CONTAINER AQUA HERBICIDE	50	EA	47.50	2,375.00	49.38	2,469.00	47.50	2,375.00
0017	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA	50.00	2,500.00	57.00	2,850.00	0.00	0.00
0018	67590	RODEO - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA	50.00	2,500.00	55.00	2,750.00	47.50	2,375.00
0019	67590	GENERIC AQUATIC GLYPHOSATE 53.8% 2.5 GALLON CONTAINER AQUATIC HERBICIDE	36	EA	47.50	1,710.00	55.00	1,980.00	47.00	1,692.00
0020	63003	BREWER DE FOAMER - 1 QUART CONTAINER TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA	0.00	0.00	8.00	288.00	6.00	216.00
0021	63003	FOAM BUSTER - 1 QUART CONTAINER USED PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA	15.00	540.00	8.00	288.00	6.00	216.00
0022	67590	ELEMENT 4 - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA	125.00	5,000.00	130.00	5,200.00	110.00	4,400.00
0023	67590	REMEDY - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA	150.00	6,000.00	150.00	6,000.00	110.00	4,400.00
0024	67590	GARLON 4 - 2.5 GALLON CONTAINERS BASAL TREATMENT HERBICIDE	40	EA	182.50	7,300.00	184.50	7,380.00	110.00	4,400.00
0025	67590	PLATOON 24-D - 2.5 GALLON CONTAINER SELECTIVE BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA	40.00	1,600.00	36.88	1,475.20	38.13	1,525.20
0026	67590	WEEDAR 64 - 2.5 GALLON CONTAINER SELEC BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA	35.00	1,400.00	36.88	1,475.20	38.13	1,525.20

BID RESPONSE TABULATION
WEED AND BRUSH CONTROL CHEMICALS
GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

0027	67590	GENERIC GLYPHOSATE, 41% WITH SURFACT. 2.5 GALLON CONTAINERS, NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	37.50	1,200.00	40.00	1,280.00	39.00	1,248.00
0028	18093	SPREADER 90 SURFACTANT NON ICONIC SPREADER/STICKER AGENT. 2.5 GALLON CONTAINER	40	EA	40.00	1,600.00	25.00	1,000.00	19.75	790.00
0029	67590	ROUNDUP PRO CONCENTRATE - 2.5 GALLON	50	EA	45.00	2,250.00	45.00	2,250.00	0.00	0.00
0030	67590	PLATEAU - 1.0 GALLON	50	EA	120.00	6,000.00	130.00	6,500.00	115.85	5,792.50
0031	67590	POLY CONTROL - 1 QUART	50	EA	9.00	450.00	11.00	550.00	8.25	412.50
0032	63003	UNFOAMER - 1 QUART	50	EA	16.75	837.50	8.00	400.00	8.25	412.50
0033	67590	ROUNDUP CUSTOM AQUATIC - 30.0 GALLON	50	EA	600.00	30,000.00	570.00	28,500.00	0.00	0.00
0034	67590	POLARIS - 2.5 GALLON	50	EA	172.50	8,625.00	145.00	7,250.00	134.38	6,719.00
0035	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA	60.00	3,000.00	57.00	2,850.00	0.00	0.00
				Total of all Items		**198,922.50**		**151,835.40**		**94,301.00**

BID RESPONSE TABULATION
WEED AND BRUSH CONTROL CHEMICALS
GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor: 715686 J C EHRLICH CO		Vendor:		Vendor:	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	67590	OUST- 3 LB CONTAINERS-USED FOR ROADSII BERMUDA GRASS RELEASE PROGRAMS	16	EA	254.00	4,064.00	0.00	0.00	0.00	0.00
0002	67590	RAZOR PRO - 2.5 GALLON CONTAINERS NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	0.00	0.00	0.00	0.00	0.00	0.00
0003	67590	RANGER PRO - 30 GALLON DRUM CONTAINE NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	0.00	0.00	0.00	0.00	0.00	0.00
0004	67590	RANGER PRO - 2.5 GALLON DRUM CONTAINE NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	0.00	0.00	0.00	0.00	0.00	0.00
0005	67590	RAZOR PRO - 30 GALLON DRUM NON-SELECT PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	30	EA	0.00	0.00	0.00	0.00	0.00	0.00
0006	67590	ELEMENT 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL O ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA	0.00	0.00	0.00	0.00	0.00	0.00
0007	67590	GARLON 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL O ROADSIDES, DITCHBANKS, AND OTHER	30	EA	184.79	5,543.70	0.00	0.00	0.00	0.00

BID RESPONSE TABULATION
WEED AND BRUSH CONTROL CHEMICALS
GALVESTON COUNTY, TEXAS

BID #: B132008
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		AREAS								
0008	67590	ELEMENT 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE, DITCHBANKS, AND OTHER AREAS	4	EA	0.00	0.00	0.00	0.00	0.00	0.00
0009	67590	GARLON 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE	4	EA	2,217.41	8,869.64	0.00	0.00	0.00	0.00
0010	67590	PLATEAU - 15 GALLON DRUM DITCHBANKS, AREAS	4	EA	0.00	0.00	0.00	0.00	0.00	0.00
0011	18093	BREWER 90 - 10 - 2.5 GALLON CONTAINER NC IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	0.00	0.00	0.00	0.00	0.00	0.00
0012	18093	ADSPRAY 90 - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	0.00	0.00	0.00	0.00	0.00	0.00
0013	18093	INDUCE - 2.5 GALLON CONTAINER NON IONI SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	0.00	0.00	0.00	0.00	0.00	0.00
0014	67555	DRIFT TROL - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA	0.00	0.00	0.00	0.00	0.00	0.00
0015	67555	ACCURACY - 1 QUART CONTAINER USED TO REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA	0.00	0.00	0.00	0.00	0.00	0.00
0016	67590	AQUA NEAT - 2.5 GALLON CONTAINER AQUA HERBICIDE	50	EA	0.00	0.00	0.00	0.00	0.00	0.00
0017	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA	58.70	2,935.00	0.00	0.00	0.00	0.00

BID RESPONSE TABULATION
WEED AND BRUSH CONTROL CHEMICALS
GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
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0018	67590	RODEO - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA	50.27	2,513.50	0.00	0.00	0.00	0.00
0019	67590	GENERIC AQUATIC GLYPHOSATE 53.8% 2.5 GALLON CONTAINER AQUATIC HERBICIDE	36	EA	0.00	0.00	0.00	0.00	0.00	0.00
0020	63003	BREWER DE FOAMER - 1 QUART CONTAINER TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA	0.00	0.00	0.00	0.00	0.00	0.00
0021	63003	FOAM BUSTER - 1 QUART CONTAINER USED PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA	0.00	0.00	0.00	0.00	0.00	0.00
0022	67590	ELEMENT 4 - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA	0.00	0.00	0.00	0.00	0.00	0.00
0023	67590	REMEDY - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA	0.00	0.00	0.00	0.00	0.00	0.00
0024	67590	GARLON 4 - 2.5 GALLON CONTAINERS BASAL TREATMENT HERBICIDE	40	EA	0.00	0.00	0.00	0.00	0.00	0.00
0025	67590	PLATOON 24-D - 2.5 GALLON CONTAINER SELECTIVE BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA	0.00	0.00	0.00	0.00	0.00	0.00
0026	67590	WEEDAR 64 - 2.5 GALLON CONTAINER SELEC BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA	0.00	0.00	0.00	0.00	0.00	0.00
0027	67590	GENERIC GLYPHOSATE, 41% WITH SURFACT 2.5 GALLON CONTAINERS, NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	0.00	0.00	0.00	0.00	0.00	0.00
0028	18093	SPREADER 90 SURFACTANT NON ICONIC SPREADER/STICKER AGENT. 2.5 GALLON CONTAINER	40	EA	0.00	0.00	0.00	0.00	0.00	0.00

BID RESPONSE TABULATION
WEED AND BRUSH CONTROL CHEMICALS
GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
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0029	67590	ROUNDUP PRO CONCENTRATE - 2.5 GALLON	50	EA	0.00	0.00	0.00	0.00	0.00	0.00
0030	67590	PLATEAU - 1.0 GALLON	50	EA	0.00	0.00	0.00	0.00	0.00	0.00
0031	67590	POLY CONTROL - 1 QUART	50	EA	0.00	0.00	0.00	0.00	0.00	0.00
0032	63003	UNFOAMER - 1 QUART	50	EA	0.00	0.00	0.00	0.00	0.00	0.00
0033	67590	ROUNDUP CUSTOM AQUATIC - 30.0 GALLON	50	EA	0.00	0.00	0.00	0.00	0.00	0.00
0034	67590	POLARIS - 2.5 GALLON	50	EA	0.00	0.00	0.00	0.00	0.00	0.00
0035	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA	0.00	0.00	0.00	0.00	0.00	0.00
				Total of all Items		**23,925.84**		**0.00**		**0.00**

BID #: B132008
OPEN: 05/16/2013
2:00 PM

BID SHEET

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 94,319.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Shelley McClure
WITNESS

051413
DATE

Alligare, LLC
COMPANY NAME

Elaine Azzarano
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Elaine Azzarano
PRINTED NAME

Bid Specialist
TITLE

13 N 8th Street
CORRESPONDENCE ADDRESS

Opelika, AL 36801
CITY, STATE ZIP CODE

27-0025363
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 967
REMIT ADDRESS

Opelika, AL 36803
CITY, STATE ZIP CODE

334-364-0315
TELEPHONE NUMBER

334-741-9395
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 710243 ALLIGARE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	67590	SMF 75 ~~OUST~~ - 3 LB CONTAINERS-USED FOR ROADSIDE BERMUDA GRASS RELEASE PROGRAMS	16	EA	11087	$ 93.30	$ 1492.80
0002	67590	GLYPHOSATE 4 PLUS ~~RAZOR PRO~~ - 2.5 GALLON CONTAINERS NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	31322	$ 39.00	$ 1248.00
0003	67590	GLYPHOSATE 4 PLUS ~~RANGER PRO~~ - 30 GALLON DRUM CONTAINER NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	31323	$ 438.00	$ 14016.00
0004	67590	GLYPHOSATE 4 PLUS ~~RANGER PRO~~ - 2.5 GALLON DRUM CONTAINER NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	31322	$ 39.00	$ 1248.00
0005	67590	GLYPHOSATE 4 PLUS ~~RAZOR PRO~~ - 30 GALLON DRUM NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	30	EA	31323	$ 438.00	$ 13,140.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 710243 ALLIGARE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0006	67590	TRICLOPYR 3 ~~ELEMENT 3A~~ - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA	11093	$ 88.98	$ 2669.40
0007	67590	TRICLOPYR 3 ~~GARLON 3A~~ - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA	11093	$ 88.98	$ 2669.40
0008	67590	TRICLOPYR 3 ~~ELEMENT 3A~~ - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE, DITCHBANKS, AND OTHER AREAS	4	EA	11094	$ 1095.00	$ 4380.00
0009	67590	TRICLOPYR 3 ~~GARLON 3A~~ - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE	4	EA	11094	$ 1095.00	$ 4380.00
0010	67590	PANORAMIC 2SL ~~PLATEAU~~ - 15 GALLON DRUM DITCHBANKS, OTHER AREAS	4	EA	11066	$ 1737.75	$ 6951.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 710243 ALLIGARE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0011	18093	ALLIGARE 90 ~~BREWER 90~~ - 10 - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	19002	$ 19.75	$ 790.00
0012	18093	ALLIGARE 90 ~~ADSPRAY 90~~ - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	19002	$ 19.75	$ 790.00
0013	18093	ALLIGARE 90 ~~INDUCE~~ - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	19002	$ 19.75	$ 790.00
0014	67555	ALLIGARE DRIFT CONTROL ~~DRIFT TROL~~ - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA	19191	$ 8.25	$ 618.75
0015	67555	ALLIGARE DRIFT CONTROL ~~ACCURACY~~ - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA	19191	$ 8.25	$ 618.75
0016	67590	GLYPHOSATE 5.4 ~~AQUA NEAT~~ - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA	31329	$ 47.50	$ 2375.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 710243 ALLIGARE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0017	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA	—	$ —	$ NO BID
0018	67590	GLYPHOSATE 5.4 ~~RODEO~~ - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA	31329	$ 47.50	$ 2375.00
0019	67590	GLYPHOSATE 5.4 ~~GENERIC AQUATIC GLYPHOSATE 53.8%~~ 2.5 GALLON CONTAINER AQUATIC HERBICIDE	36	EA	31329	$ 47.50	$ 1710.00
0020	63003	ALLIGARE ANTIFOAMER ~~BREWER DE FOAMER~~ - 1 QUART CONTAINER USED TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA	19231	$ 6.00	$ 216.00
0021	63003	ALLIGARE ANTIFOAMER ~~FOAM BUSTER~~ - 1 QUART CONTAINER USED TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA	19231	$ 6.00	$ 216.00
0022	67590	TRICLOPYR 4 ~~ELEMENT 4~~ - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA	11095	$ 110.00	$ 4400.00
0023	67590	TRICLOPYR 4 ~~REMEDY~~ - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA	11095	$ 110.00	$ 4400.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 710243 ALLIGARE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0024	67590	TRICLOPYR 4 ~~GARLON 4~~ - 2.5 GALLON CONTAINERS BASAL TREATMENT HERBICIDE	40	EA	11095	$ 110.00	$ 4400.00
0025	67590	2,4D AMINE ~~PLATOON 24-D~~ - 2.5 GALLON CONTAINER SELECTIVE BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA	26152	$ 38.13	$ 1525.20
0026	67590	2,4D AMINE ~~WEEDAR 64~~ - 2.5 GALLON CONTAINER SELECTIVE BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA	26152	$ 38.13	$ 1525.20
0027	67590	GLYPHOSATE 4 PLUS ~~GENERIC GLYPHOSATE~~, 41% WITH SURFACTANT 2.5 GALLON CONTAINERS, NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	31322	$ 39.00	$ 1248.00
0028	18093	ALLIGARE 90 ~~SPREADER 90~~ SURFACTANT NON ICONIC SPREADER/STICKER AGENT. 2.5 GALLON CONTAINER	40	EA	19002	$ 19.75	$ 790.00
0029	67590	ROUNDUP PRO CONCENTRATE - 2.5 GALLON	50	EA	—	$ —	$ NO BID

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 710243 ALLIGARE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0030	67590	PANORAMIC 2SL ~~PLATEAU~~ - 1.0 GALLON	50	EA	11064	$ 115.85	$ 5792.50
0031	67590	ALLIGARE DRIFT CONTROL ~~POLY CONTROL~~ - 1 QUART	50	EA	19191	$ 8.25	$ 412.50
0032	63003	ALLIGARE DRIFT CONTROL ~~UNFOAMER~~ - 1 QUART	50	EA	19191	$ 8.25	$ 412.50
0033	67590	ROUNDUP CUSTOM AQUATIC - 30.0 GALLON	50	EA	—	$ —	$ NO BID
0034	67590	IMAZAPYR 2SL (ECOMAZAPYR 2SL) ~~POLARIS~~ - 2.5 GALLON	50	EA	11052	$ 134.38	$ 6719.00
0035	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA	—	$ —	$ NO BID

Extended Price Total of all $ 94,319.00

BID #: B132008
OPEN: 05/16/2013
2:00 PM

BID SHEET

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 151,835.40

OPTIONS TO RENEV 2 Extensions/1 Year Options

April D. Garison
WITNESS April D. Garison

05/14/2013
DATE

Red River Specialties, Inc.
COMPANY NAME

Kathy Rossitter
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Kathy Rossitter
PRINTED NAME

Bid Manager
TITLE

Yancy Meguess / Area Sales Manager
Phone: 409-781-76575

For Bids / Contracts	For Orders
1324 N. Hearne Avenue, Suite 120	748 E HWY 1406
CORRESPONDENCE ADDRESS	
Shreveport, LA 71107	Winnie, TX 77665
CITY, STATE ZIP CODE	

P O Box 116989
REMIT ADDRESS

Atlanta, Georgia 30368-6989
CITY, STATE ZIP CODE

72-1115450
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

For Bids / Contracts	For Orders
318-425-5944	409-296-4097
TELEPHONE NUMBER	
318-227-3032	409-296-3273
FAX NUMBER	

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 409200 RED RIVER SPECIALTIES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	67590	Oust XP by DuPont OUST- 3 LB CONTAINERS-USED FOR ROADSIDE BERMUDA GRASS RELEASE PROGRAMS	16	EA		$ 180.00 per 3 lb	$ 2,880.00
0002	67590	RAZOR PRO - 2.5 GALLON CONTAINERS NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA		$ 43.75 per 2.5 gal	$ 1,400.00
0003	67590	Alecto 41S by Ritter Chemical RANGER PRO - 30 GALLON DRUM CONTAINER NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA		$ 450.00 per 30 gal	$ 14,400.00
0004	67590	Alecto 41S by Ritter Chemical RANGER PRO - 2.5 GALLON DRUM CONTAINER NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA		$ 40.00 per 2.5 gal	$ 1,280.00
0005	67590	RAZOR PRO - 30 GALLON DRUM NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	30	EA		$ 495.00 per 30 gal	$ 14,850.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 409200 RED RIVER SPECIALTIES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0006	67590	ELEMENT 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA		$110.00 per 2.5 gal	$ 3,300.00
0007	67590	GARLON 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA		$160.00 per 2.5 gal	$ 4,800.00
0008	67590	ELEMENT 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE, DITCHBANKS, AND OTHER AREAS	4	EA		$1,290.00 per 30 gal	$ 5,160.00
0009	67590	GARLON 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE	4	EA		$1,890.00 per 30 gal	$ 7,560.00
0010	67590	PLATEAU - 15 GALLON DRUM DITCHBANKS, OTHER AREAS	4	EA		$1,830.00 per 15 gal	$ 7,320.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 409200 RED RIVER SPECIALTIES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0011	18093	RRSI NIS by Red River Specialties, Inc. BREWER 90 - 10 - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA		$ 25.00 per 2.5 gal	$ 1,000.00
0012	18093	RRSI NIS by Red River Specialties, Inc. ADSPRAY 90 - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA		$ 25.00 per 2.5 gal	$ 1,000.00
0013	18093	Elite Platinum by Red River Specialties, Inc. INDUCE - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA		$ 62.50 per 2.5 gal	$ 2,500.00
0014	67555	Elite Secure Ultra by Red River Specialties, Inc. DRIFT TROL - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA		$ 11.00 per qt	$ 825.00
0015	67555	Elite Secure Ultra by Red River Specialties, Inc. ACCURACY - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA		$ 11.00 per qt	$ 825.00
0016	67590	AQUA NEAT - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA		$ 49.38 per 2.5 gal	$ 2,469.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 409200 RED RIVER SPECIALTIES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0017	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA		$ 57.00 per 3 gal	$ 2,850.00
0018	67590	RODEO - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA		$ 55.00 per 2.5 gal	$ 2,750.00
0019	67590	Rodeo by Dow GENERIC AQUATIC GLYPHOSATE 53.8% 2.5 GALLON CONTAINER AQUATIC HERBICIDE	36	EA		$ 55.00 per 2.5 gal	$ 1,980.00
0020	63003	RRSI Defoamer by Red River Specialties, Inc. BREWER DE FOAMER - 1 QUART CONTAINER USED TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA		$ 8.00 per qt	$ 288.00
0021	63003	RRSI Defoamer by Red River Specialties, Inc. FOAM BUSTER - 1 QUART CONTAINER USED TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA		$ 8.00 per qt	$ 288.00
0022	67590	ELEMENT 4 - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA		$130.00 per 2.5 gal	$ 5,200.00
0023	67590	Remedy Ultra by Dow REMEDY - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA		$150.00 per 2.5 gal	$ 6,000.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 409200 RED RIVER SPECIALTIES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0024	67590	Garlon 4 Ultra GARLON 4 - 2.5 GALLON CONTAINERS BASAL TREATMENT HERBICIDE	40	EA		$184.50 per 2.5 gal	$ 7,380.00
0025	67590	Weedestroy AM-40 by Nufarm PLATOON 24-D - 2.5 GALLON CONTAINER SELECTIVE BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA		$ 36.88 per 2.5 gal	$ 1,475.20
0026	67590	Weedestroy AM-40 by Nufarm WEEDAR 64 - 2.5 GALLON CONTAINER SELECTIVE BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA		$ 36.88 per 2.5 gal	$ 1,475.20
0027	67590	Alecto 41S by Ritter Chemical GENERIC GLYPHOSATE, 41% WITH SURFACTANT 2.5 GALLON CONTAINERS, NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA		$ 40.00 per 2.5 gal	$ 1,280.00
0028	18093	RRSI NIS by Red River Specialties, Inc. SPREADER 90 SURFACTANT NON ICONIC SPREADER/STICKER AGENT. 2.5 GALLON CONTAINER	40	EA		$ 25.00 per 2.5 gal	$ 1,000.00
0029	67590	ROUNDUP PRO CONCENTRATE - 2.5 GALLON	50	EA		$ 45.00 per 2.5 gal	$ 2,250.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 409200 RED RIVER SPECIALTIES INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0030	67590	PLATEAU - 1.0 GALLON	50	EA		$ 130.00 per gal	$ 6500.00
0031	67590	Elite Secure Ultra by Red River Specialties, Inc. POLY CONTROL - 1 QUART	50	EA		$ 11.00 per qt	$ 550.00
0032	63003	RRSI Defoamer by Red River Specialties, Inc. UNFOAMER - 1 QUART	50	EA		$ 8.00 per qt	$ 400.00
0033	67590	ROUNDUP CUSTOM AQUATIC - 30.0 GALLON	50	EA		$570.00 per 30 gal	$ 28,500.00
0034	67590	Arsenal 2NS by BASF POLARIS - 2.5 GALLON	50	EA		$145.00 per 2.5 gal	$ 7,250.00
0035	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA		$ 57.00 per 3 gal	$ 2,850.00

Extended Price Total of all $ 151,835.40

BID #: B132008
OPEN: 05/16/2013
2:00 PM

BID SHEET

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $_____

OPTIONS TO RENEW 2 Extensions/1 Year Options

Karen Dougherty
WITNESS

5-9-2013
DATE

Crop Production Services, Inc
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Wayne Owen
PRINTED NAME

Director of Forestry & VM Group
TITLE

13622 E. Hardy Road
CORRESPONDENCE ADDRESS

Houston, TX 77039
CITY, STATE ZIP CODE

04-3769161
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 10
REMIT ADDRESS

Wall Lake, IA 51466
CITY, STATE ZIP CODE

713-705-9800
TELEPHONE NUMBER

281-987-8969
FAX NUMBER

ADDENDUM'S RECEIVED #1 ____ #2 ____ #3 ____

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 403364 CROP PRODUCTION SERVICES

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	67590	Sulfomet OUST- 3 LB CONTAINERS-USED FOR ROADSIDE BERMUDA GRASS RELEASE PROGRAMS	16	EA	120.00	$ 150.00	$ 2,400
0002	67590	RAZOR PRO - 2.5 GALLON CONTAINERS NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	No Bid	$	$
0003	67590	RANGER PRO - 30 GALLON DRUM CONTAINER NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	450.00	$ 450.00	$ 14,400
0004	67590	RANGER PRO - 2.5 GALLON DRUM CONTAINER NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	40.00	$ 40.00	$ 1,280.00
0005	67590	RAZOR PRO - 30 GALLON DRUM NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	30	EA	NO-Bid	$	$

BID #: B132008
OPEN: 05/16/2013
2:00 PM

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

VENDOR ID: 403364 CROP PRODUCTION SERVICES

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0006	67590	ELEMENT 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA	105.00	$ 105.00	$ 3,150.00
0007	67590	GARLON 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA	157.50	$ 157.50	$ 4,725.00
0008	67590	ELEMENT 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE, DITCHBANKS, AND OTHER AREAS	4	EA	1,260.00	$ 1,260.00	$ 5,040.00
0009	67590	GARLON 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE	4	EA	1,890.00	$ 1890.00	$ 7,560.00
0010	67590	PLATEAU - 15 GALLON DRUM DITCHBANKS, OTHER AREAS	4	EA	1,770.—	$ 1,770.—	$ 7,080.88

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 403364 CROP PRODUCTION SERVICES

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0011	18093	BREWER 90 - 10 - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	22.50	$ 22.50	$ 900.00
0012	18093	ADSPRAY 90 - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	NO Bid	$	$
0013	18093	INDUCE - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA	NO-Bid	$	$
0014	67555	DRIFT TROL - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA	900	$ 900	$ 675.00
0015	67555	ACCURACY - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA	N-Bid	$	$
0016	67590	AQUA NEAT - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA	47.50	$ 47.50	$ 2,375.00

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 403364 CROP PRODUCTION SERVICES

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0017	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA	50.00	$ 50.00	$ 3,000
0018	67590	RODEO - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA	50.00	$ 50.00	$ 2,500
0019	67590	AquaNeat GENERIC AQUATIC GLYPHOSATE 53.8% 2.5 GALLON CONTAINER AQUATIC HERBICIDE	36	EA	47.50	$ 47.50	$ 1,755.00
0020	63003	BREWER DE FOAMER - 1 QUART CONTAINER USED TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA	N-A	$	$
0021	63003	FOAM BUSTER - 1 QUART CONTAINER USED TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA	15.00	$ 15.00	$ 540.00
0022	67590	ELEMENT 4 - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA	125.00	$ 125.00	$ 5,000
0023	67590	REMEDY - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA	150.00	$ 150.00	$ 6,000

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 403364 CROP PRODUCTION SERVICES

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0024	67590	GARLON 4 - 2.5 GALLON CONTAINERS BASAL TREATMENT HERBICIDE	40	EA	182.50	$ 182.50	$ 7,300
0025	67590	PLATOON 24-D - 2.5 GALLON CONTAINER SELECTIVE BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA	40.00	$ 40.00	$ 1,600
0026	67590	DMA 4 IVM ~~WEEDAR 64~~ - 2.5 GALLON CONTAINER SELECTIVE BROADLEAF WEED KILLER, ALSO FOR AQUATIC WEED CONTROL	40	EA	35.00	$ 35.00	$ 1400
0027	67590	GENERIC GLYPHOSATE, 41% WITH SURFACTANT 2.5 GALLON CONTAINERS, NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA	37.50	$ 37.50	$ ~~7400~~ 1,200 A.S.T.
0028	18093	SPREADER 90 SURFACTANT NON ICONIC SPREADER/STICKER AGENT. 2.5 GALLON CONTAINER	40	EA	40.00	$ 40.00	$ 1,600
0029	67590	ROUNDUP PRO CONCENTRATE - 2.5 GALLON	50	EA	45.00	$ 45.00	$ 2250

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID: 403364 CROP PRODUCTION SERVICES

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0030	67590	PLATEAU - 1.0 GALLON	50	EA	120.00	$ 120.00	$ 6,000
0031	67590	POLY CONTROL - 1 QUART	50	EA	9.00	$ 9.00	$ 450.00
0032	63003	UNFOAMER - 1 QUART	50	EA	16.75	$ 16.75	$ 837.00
0033	67590	ROUNDUP CUSTOM AQUATIC - 30.0 GALLON	50	EA	600.00	$ 600.00	$ 30,000
0034	67590	POLARIS - 2.5 GALLON	50	EA	172.50	$ 172.50	$ 8,625.00
0035	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA	60.00	$ 60.00	$ 3,000
					Extended Price Total of all		$ 132,642.50

BID #: B132008
OPEN: 05/16/2013
2:00 PM

BID SHEET

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 23925.84

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

5/14/13
DATE

Target Specialty Products
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Harriven Cronk
PRINTED NAME

Contract Bid Specialist
TITLE

1225 N. Post Oak Road.
CORRESPONDENCE ADDRESS

Houston TX 77055
CITY, STATE ZIP CODE

23-1568350
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 3408
REMIT ADDRESS

Santa Fe Springs, CA 90670-1408
CITY, STATE ZIP CODE

800-352-3870
TELEPHONE NUMBER

562-921-1178
FAX NUMBER

ADDENDUM'S RECEIVED #1 N/A #2 N/A #3 N/A

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	67590	OUST- 3 LB CONTAINERS-USED FOR ROADSIDE BERMUDA GRASS RELEASE PROGRAMS	16	EA	4136048	$ 254.00	$ 4064.00
0002	67590	RAZOR PRO - 2.5 GALLON CONTAINERS NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA		$	$ No Bid
0003	67590	RANGER PRO - 30 GALLON DRUM CONTAINER NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA		$	$ No Bid
0004	67590	RANGER PRO - 2.5 GALLON DRUM CONTAINER NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	32	EA		$	$ No Bid

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0005	67590	RAZOR PRO - 30 GALLON DRUM NON-SELECTIVE PRODUCT USED WITH OTHER HERBICIDES FOR ROADSIDES, DITCHBANKS, EDGING, TREE RINGING, ETC.	30	EA		$	$ No Bid
0006	67590	ELEMENT 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA		$	$ No Bid
0007	67590	GARLON 3A - 2.5 GALLON CONTAINERS SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDES, DITCHBANKS, AND OTHER AREAS	30	EA	2552802	$ 184.79	$ 5543.70
0008	67590	ELEMENT 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE, DITCHBANKS, AND OTHER AREAS	4	EA		$	$ No Bid
0009	67590	GARLON 3A - 30 GALLON DRUM SELECTIVE HERBICIDE USED FOR BROADLEAF WEED AND BRUSH CONTROL ON ROADSIDE	4	EA	2552830	$ 2217.41	$ 8869.64

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	67590	PLATEAU - 15 GALLON DRUM DITCHBANKS, OTHER AREAS	4	EA		$	$ NO Bid
0011	18093	BREWER 90 - 10 - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA		$	$ NO Bid
0012	18093	ADSPRAY 90 - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA		$	$ NO Bid
0013	18093	INDUCE - 2.5 GALLON CONTAINER NON IONIC SPREADER USED AS A SPREADER/STICKER AGENT	40	EA		$	$ NO Bid
0014	67555	DRIFT TROL - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA		$	$ NO Bid
0015	67555	ACCURACY - 1 QUART CONTAINER USED TO HELP REDUCE DRIFT FROM FINE SPRAY PARTICLES	75	EA		$	$ NO Bid

LINE ITEM DETAIL

WEED AND BRUSH CONTROL CHEMICALS

GALVESTON COUNTY, TEXAS

BID #: B132008
OPEN: 05/16/2013
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0016	67590	AQUA NEAT - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA		$	$ No Bid
0017	67590	ROUNDUP CUSTOM AQUATIC - 3.0 GALLON	50	EA	5139003	$ 58.70	$ 2935.00
0018	67590	RODEO - 2.5 GALLON CONTAINER AQUATIC HERBICIDE	50	EA	4875002	$ 50.27	$ 2513.50
0019	67590	GENERIC AQUATIC GLYPHOSATE 53.8% 2.5 GALLON CONTAINER AQUATIC HERBICIDE	36	EA		$	$ No Bid
0020	63003	BREWER DE FOAMER - 1 QUART CONTAINER USED TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA		$	$ No Bid
0021	63003	FOAM BUSTER - 1 QUART CONTAINER USED TO PREVENT FOAMING PROBLEMS IN SPRAY TANKS	36	EA		$	$ No Bid
0022	67590	ELEMENT 4 - 2.5 GALLON CONTAINER BASAL TREATMENT HERBICIDE	40	EA		$	$ No Bid

AGENDA ITEM #25.a.

COOPERATIVE WORKING AGREEMENT

STATE OF TEXAS

COUNTY OF GALVESTON

This **Cooperative Working Agreement** ("**Agreement**") is entered into by and between the **County of Galveston**, the **Galveston County, Texas Sheriff's Office** (hereinafter, "Sheriff's Office") by **Sheriff Henry Trochesset** and the **City of LaMarque, Texas Police Department** (hereinafter, "Police Department") by **Chief Randall Aragon**.

ARTICLE I

PURPOSE

The **Sheriff's Office** and the **Police Department** recognize that certain criminal offenses, particularly those involving vice and narcotics-related crimes tend to span jurisdictional boundaries whereby such illegal activities negatively affect the quality of life of citizens and visitors beyond jurisdictional boundaries of any one law enforcement organization. Moreover, the **Sheriff's Office** and the **Police** Department mutually agree that a combination of resources can provide tangible and intangible benefits and resources to each agency, enhancing the investigative capacity of each agency through the effect of multiplying forces in combating certain criminal activities.

Therefore, through this **Agreement,** the **Sheriff's Office** and the **Police Department** seek to join forces and share resources with a goal of working cooperatively in investigating and combating certain criminal activities in their respective jurisdictions,

ARTICLE II

TERM

The term of this **Agreement** shall commence on the last date executed below, and shall continue in full force at the discretion and pleasure of **Sheriff Henry Trochesset** and **Chief Randall Aragon,** until Midnight, January 1, 2014, unless earlier terminated as defined herein.

This **Agreement** shall immediately terminate under one or more of the following circumstances:

1. One party to this **Agreement** provides written notice of intent to terminate this Agreement, with or without cause, to the other party; or,
2. The **Agreement** is determined, in its entirety, to be illegal, invalid, or unenforceable for any reason; or,
3. Either **Sheriff Henry Trochesset** or **Chief Randall Aragon** is removed, for any reason, from their respective positions.

ARTICLE III

CONSIDERATION

As consideration for this agreement, the **Sheriff's Office** and **Police Department** each agree permit at least one (1) full time-time equivalent Peace Officer (hereinafter, **"officer"**) actively employed by the **Police Department,** mutually accepted by both parties, to work cooperatively with a deputy or deputies of the **Sheriff's** Office (hereinafter, **"Deputy"** or **"Deputies"**) whose duties may include the investigation of criminal activities, particularly vice and narcotics offenses.

The **Sheriff's Office** agrees to work with the **Police Department** on certain criminal investigations, to the best of its abilities and to the greatest extent possible without undue harm of any sort to any investigative efforts within its own jurisdictions or under its own control, that may occur solely within the City of LaMarque, Texas, an area which the **Police Department** and **Sheriff's Office** have concurrent jurisdiction. Furthermore, the **Police Department** agrees to allow its assigned **Officer** to work with **Deputies** on certain criminal investigations that may occur outside the primary jurisdiction of the **Police Department** (i.e., outside the corporate limits of the City of LaMarque, Texas), assuming the **Officer** is permitted, by statue, to exercise his or her powers and authorizes as a peace officer outside his or her jurisdiction (i.e., investigations involving felonies or breaches of the peace, or as otherwise permitted by law.)

ARTICLE IV

DIVISION OF AWARDED SEIZED ASSETS

Should the **Sheriff's Office** and **Police Department** engage in a cooperative investigation or activity during which assets of any type be seized and appropriately awarded to the custody of the **Sheriff's Office** and/or **Police Department** under applicable statues, the **Sheriff's Office** and **Police Department** agree to the following division of awarded assets, providing such division of assets is not otherwise prohibited by any statue or any other agreement to which either party may be a part:

1. A 75% portion to the **Police Department** and a 25% portion to the **Sheriff's Office** for cooperative investigation initiated by the **Police Department's Officer** participating under this agreement providing such investigation and activities related thereto occur exclusively within the corporate limits of the City of LaMarque, less any portion awarded to the prosecuting agency or any other participating agency or otherwise defined by any other statue or agreement;

2. A 75% portion to the **Sheriff's Office** and a 25% to the **Police Department** for investigations initiated by the **Sheriff's Office** providing such investigations and activities related thereto occur within the corporate limits of the City of LaMarque, less any portion awarded to the prosecuting agency or any other participating agency or otherwise defined by any other statue or agreement;

3. A 5% portion of awarded assets in which assigned **Officer** from the **Police Department** actively participates with **Deputies**, regardless of location, less any portion awarded to the prosecuting agency or any other participating agency or otherwise defined by any other statue or agreement;

4. Division of assets that may be awarded in federal investigations, if any, shall be based on the participation of each agency, and any rules, regulations, guidelines, or agreements related to the division of such awarded assets shall apply.

It shall be the responsibility of the lead investigator of any case to inform any prosecutor pursuing the potential seizure and award of assets of the proportional division of potential awards defined herein.

ARTICLE V
OWNERSHIP OF EQUIPMENT

The **Sheriff's Office** and the **Police Department**, by this Agreement, shall not jointly own any equipment under this **Agreement**. Each agency shall be responsible for providing equipment for **Officers** or **Deputies** participating in investigations or activities related to this agreement. Any equipment provided by the **Sheriff's Office** or the **Police Department** in the furtherance of goals defined by this **Agreement** or purchased by either entity while this **Agreement** is in effect shall remain the property of the purchasing agency unless otherwise defined by this or any other agreement.

ARTICLE VI
AMENDMENTS

This **Agreement** may be amended by the mutual agreement of the parties hereto, and any such amendments shall be in writing and approved and signed by all signatories to this **Agreement** and then shall be attached to and incorporated into this **Agreement**.

ARTICLE VII

SEVERABILITY

In case any one or more of the provisions contained in this **Agreement** shall be held to be invalid, illegal, or unenforceable in any respect of such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII

ENTIRE AGREEMENT

This **Agreement** supersedes any and all other agreements, either oral or in writing, between parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this **Agreement** which is not contained herein shall be valid or binding.

THIS AGREEMENT SHALL TAKE EFFECT ON THE DATE OF EXECUTION IN FULL BY ALL SIGNATORIES

Mark Henry
County Judge
Galveston County, Texas

ATTEST:

Dwight Sullivan
County Clerk
Galveston County, Texas

Henry Trochesset
Sheriff
Galveston County, Texas

(5-9-13)

Randall Aragon
Chief of Police
City of LaMarque, Texas

AGENDA ITEM #26.a.1.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis
Executive Assistant

May 3, 2013

Daisy Robinson
508 Heather Lane
Friendswood, Texas 77546

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 1975-0000-0020-000

Dear Daisy Robinson:

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 May 28, 2013. Court begins at1:30 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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

April 19, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for waiver/refund of penalty & interest
Robinson, Daisy
1975-0000-0020-000

Dear Judge Henry:

Mrs. Robinson is requesting a waiver/refund of the penalty and interest on the above referenced account. The property owner states the reason for the delinquency was due to recent multiple medical and funeral hardships which caused her to miss the due date by three days.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

There are no provisions in the Tax Code to address this issue.

Account No.	Year	Refund
1975-0000-0020-000	2012	$ 41.66

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Acct # 1975-0000-0020-000

RECEIVED
MAR 13 2013
GALVESTON COUNTY JUDGE

March 6, 2013

Judge Mark Henry
722 Moody
Galveston, Tx 77550

Re: Appeal for Taxes late by 3 Days (Friday, Saturday& Sunday)

Dear Judge Henry,

Reason for lateness was a phone call from my husbands daughters that their mother had passed away and the funeral was on Saturday AM and they needed him to be there to help him with the arrangements and support. She had been in the hospital for cancer and we had just been up there for him to go and see her and help them out with her for a few days the week prior. On the Sunday AM prior we left and came back home. On the following Thursday AM we got a call that she had passed away.
I had a grandson that had just gotten here to stay with us for a week or so and had make other arrangements for him to stay and pack our suitcases, getting appropriate clothes together and the last thing on my mind was the tax checks that had already been made out and ready to bring in on Thursday. We made the necessary arrangements and left early Friday morning to White Oak, Texas. She was in the hospital in Tyler, Texas and we stayed with a brother that lived nearby. This was not expected as we called before we left and she was at her daughter's house (who lived in a small town near Tyler) and eating breakfast. He had helped them get her to their house where she wanted to go instead of her house in Daingerfield, TX (which is North of there).

I am sorry to give you our woes but our lives have been plagued with stress since August 22nd when our house flooded (internal plumbing) and we were out of it for
1 and 1/2 months and were running back and forth from the hotel daily to answer questions, feed our outside dog, tend our garden etc; In the process I fell down and messed up my rotator cuff and am still suffering with pain from it. The whole process was a disasterous thing with us having to correct half of the things they did! And since that time between going with my husband to the doctor and trying to maintain sanity, taxes were not even thought about. And the saga is continuing and we just had to bury my daughter's Father-in-Law on Feburary 21st (at Forest Park Cemetery). And to add one more thing..my Sister-in-Law (where we stay when we go up there in White Oak found out she had cancer and it was already all over her body and she is now in Hospice Care and there is not much hope for her! We have been crazy with worry.

I really want to do what ever you feel is the right thing....it just seems a little unfair to have to pay all of the rest of the taxes at one time as the League City told me to do.
He said that I couldn't pay my taxes quarterly anymore because I was late on the first one. He wanted me to pay that day to keep from adding more penalty and interest. I asked if there was anyone I could talk to and he said Cheryl Johnson was in Austin and I could try someone named Ms Lemon. I tried to call and the line kept being busy and my husband was waiting in the car for sometime as the line was quite long so I went home. On Friday , Feb 15th , I went to the tax office in Friendswood and spoke to the lady that receives payment and asked her if this was true and she told me it should be divided up between the last three quarters. I have been waiting to hear exactly what that was. I am unclear about what I needed to do.

When I paid my School Taxes I told them my story about why they were late and asked what I owed them for penalty and interest and they told me $10.10. Since my check was already written (just like yours was) I just paid them cash (which incidently they did not show on my receipt). The person taking Catherine Bernaki's place is new . And they told me the Penalty and Interest would be for the 1st payment only! (I do not carry my checkbook around with me)

I am enclosing a copy of the Funeral Memorial for verification of the ex-wife passing.

I have always been diligent with paying my taxes and hope this does not happen again . I hope there is something you can do to help me with this situation. I will be turning 79 yrs in a few days and am on the Senior payment program.

Just tell me officially what I must do to correct this situation.

Thank you for your consideration,

Daisy Robinson

Daisy Robinson (Home Phone: 281-482-6909)

Ooops!

Our records indicate that there may be an outstanding balance on the property tax account(s) listed on the front of this card. It is also possible that a posting error occurred, particularly if you were taking advantage of a special payment option. Please contact us at your earliest convenience so that we may correct our records or provide assistance with account concerns. Account information is available online at www.galcotax.com. Thank you!

Property Tax Department: 1-409-766-2481 or Toll Free 1-877-766-2284

☺ ☺ ☺ ☺

Nuestros registros indican que puede haber un saldo en la cuenta o cuentas de impuestos sobre la propiedad indicada en la parte frontal de esta tarjeta. También es posible que un error de publicación se produjo, sobre todo si se estaban aprovechando de una opción de pago especial. Por favor póngase en contacto con nosotros lo antes posible para que podamos corregir nuestros archivos o prestar asistencia a las preocupaciones de su cuenta. También puede encontrar información sobre su cuenta en la linea www.galcotax.com. Gracias!

Departamento de Impuestos: 1-409-766-2481 o número gratuito: 1-877-766-2284

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner:

ROBINSON DAISY
508 HEATHER LN
FRIENDSWOOD , TX 77546-4835

Legal Description:
ABST 151 PAGE 6 LOT 20 BRIARMEADOW SUB

Parcel Address: 508 HEATHER LN
Legal Acres: 0.2320

* told me because I was late on 1st pmt I have to pay all of the rest at one time ???

Remit Seq No: 22920679
Receipt Date: 02/04/2013
Deposit Date: 02/04/2013
Print Date: 02/04/2013
Printed By: IVERY_E

Deposit No: 76302042013P
Validation No: 900000027451692
Account No: **1975-0000-0020-000**
Operator Code: IVERY_E

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2012	Galveston Co	22,464	0.599915	23.67	1.66	0.00	25.33
2012	Road & Flood	22,464	0.008855	0.47	0.03	0.00	0.50
2012	Friendwd City	57,464	0.597000	72.56	5.08	0.00	77.64
				$96.70	**$6.77**	**$0.00**	**$103.47**

Check Number(s):
5134

PAYMENT TYPE: *PARTIAL PAYMENT*
Checks: $103.47

Exemptions on this property:
OVER 65
HOMESTEAD

Total Applied: $103.47
Total Tendered: $103.47
(for accounts paid on 02/04/2013)
Change Paid: $0.00

REMAINING BALANCE

PAYER:
ROBINSON DAISY
508 HEATHER LN
FRIENDSWOOD , TX 77546-4835

21.1.155

AGENDA ITEM #26.a.2.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis
Executive Assistant

May 3, 2013

Richard J. Doviak
2905 Stonebridge Ct..
Norman, Ok. 73071

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 7441-0001-0106-000

Dear Mr. Doviak:

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 May 28, 2013. Court begins at1:30 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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

April 22, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for waiver/refund of penalty & interest
Account No. 7441-0001-0106-000
Doviak, Richard

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.03 (a)"...The governing body of a taxing unit that collects its own taxes may provide, in the manner required by law for official action by the body, that a person who pays one-half of the units taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest before July 1 of the following year."

Richard J Doviak is requesting a waiver/refund of the penalty and interest on the account number referenced above. The property owner states he intended to use the split payment option to pay his taxes however the payment was not mailed until December 2, 2012. Therefore it did not qualify as a split payment. The split payment due dates were shown on the 2012 tax statement sent in October.

Account	Year	Refund
7441-0001-0106-000	2012	$70.67

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

RECEIVED
MAR 06 2013
GALVESTON COUNTY JUDGE

4 March 2013

Commissioner's court

Judge Henry

722 Moody

Galveston, TX 77550

Judge Henry,

On the 2nd of December I mailed a check for $992.16 to pay taxes on my property having the account #7441-0001-0106-000. I didn't realize that the submission was late by about 3 days and hence I have been penalized for the amount of $69.45. I did not receive any notice until today the 4th of March that my payment was late.

I am willing to pay the interest of $19.89 but I believe it is unfair that I also pay a penalty. If I had been given notice of the late payment, I would certainly have paid in full the taxes owed. If you look at my record I have never made a late payment and this is the first time I thought of taking advantage of dividing my payments in two parts.

Therefore I request that the penalty be waived and thus I have paid the balance due of $992.15 plus interest of $19.89 to the Tax Assessor.

Thank you for your patience and thoughtful considerations. I also would appreciate that you request that the Tax Assessor give a more timely notice that my payment was late that that I will be incurring penalties and interest if the full tax payment is not made by January.

Thank you,

Richard J. Doviak

R J Doviak

Account #7441-0001-0106-000

Telephone numbers: 405-325-65878; 405-833-3289,

Cc: Cheryl E. Johnson, RTA

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 744100010106000
CAD #: R305784

T0179-0116-00646800057106

DOVIAK RICHARD & PEGGY
2905 STONEBRIDGE CT
NORMAN OK 73071-1704

2012 Consolidated Tax Statement

Property Location: 11945 SAN LUIS PASS RD 77554
Acreage .0000
Legal Description:
ABST 121 PAGE 60 LOT 1 BLK 1 UNIT 106
WEST BEACH GRAND CONDO AND .019922 IN
IN COMMON ELEMENTS

Appraised Land Value:		$3,491
Improvements/Personal Property Value:	+	$75,340
Total Market Value:		$78,831

Homestead Cap Adjustment:
MTG/Agent:
Sales Tax Savings: $89.48
Assessment Ratio: 100%

Entity	Market Value	- Exemptions	= Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$78,831	$0	$78,831	.59991500	$472.92
ROAD & FLOOD	$78,831	$0	$78,831	.00885500	$6.98
GALVESTON ISD	$78,831	$0	$78,831	1.1650000	$918.38
GALV CITY	$78,831	$0	$78,831	.55400100	$436.72
GALVESTON COMM COLLEGE DIST	$78,831	$0	$78,831	.18940000	$149.31

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$1,984.31**

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans—your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$1,984.31	$.00	**$1,984.31**	If paid in January	$1,984.31	$.00	**$1,984.31**
If paid in November	$1,984.31	$.00	**$1,984.31**	If paid in February	$2,123.21	$.00	**$2,123.21**
If paid in December	$1,984.31	$.00	**$1,984.31**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$472.92
ROAD & FLOOD	$6.98
GALVESTON ISD	$918.38
GALV CITY	$436.72
GALVESTON COMM COLLEGE DIST	$149.31
1ST payment due by November 30, 2012:	**$992.16**
2ND payment due by June 30, 2013:	**$992.15**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments—***without penalty and interest***—if proper amounts are paid by deadlines.

Not all governments offer split/half pay and ***full payment of their portion is required*** by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

Total Due January 31, 2013: **$.00**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Credit card checks not accepted! A $25.00 fee will be charged for all returned checks.

ACCOUNT #: 7441-0001-0106-000

CAD #: R305784

DOVIAK RICHARD & PEGGY
2905 STONEBRIDGE CT
NORMAN OK 73071-1704

- [ ] A change of address or other information included on back of coupon!
- [ ] First half split payment by November 30, 2012
- [ ] Payment in full by January 31, 2013
- [ ] O65/DP ¼ payment by January 31, 2013
- [ ] Please mail postcard receipt

000000R305784 0000198431 0000099216 0000000000 0000000000 5

Deposit Status

Notes

Go To:

CRIDER_R
ACT801Z2 v1.86

04/22/2013 10:40:50
GCTO_PROD

DEPOSIT | Remittance | Detail

Summary Query

Deposit No. H120612M151

Account No. [redacted]

Remit Seq No.

Check No.

Payment Amount

Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	527031313P	03/04/2013	23243850	4466	CH	$1,012.04	$1,012.04	PA	744100010106000	DOVIAK RICHARD & PE
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	74611282011P	11/28/2011	19145302	4252	CH	$1,994.62	$1,994.62	PA	744100010106000	DOVIAK RICHARD & PE
	L011011M151	01/07/2011	17482459	000000000407	CH	$1,950.14	$1,950.14	PA	744100010106000	DOVIAK RICHARD & PE
	713012010P	01/25/2010	15553657	3844	CH	$1,026.80	$1,026.80	PA	744100010106000	DOVIAK RICHARD & PE
	591012209P	01/22/2009	13230181	1927	CH	$7,796.47	$1,843.89	PA	744100010106000	FARB STEWART A
	626122707P	12/27/2007	10313146	1663	CH	$13,996.09	$1,859.26	PA	744100010106000	FARB STEWART A
	565011007PA	01/10/2007	8365200	5196	CH	$4,622.44	$2,142.68	PA	744100010106000	FARB STEWART A TRU
	457051229	12/29/2005	40315	5036	CH	$2,133.11	$2,133.11		744100010106000	40315-FARB STEWART
	482041213	12/13/2004	3201242	LATER	CH	$1,677.98	$1,677.98		744100010106000	FARB STEWART A TRU
	459031215	12/15/2003	3091862	LATER	CH	$1,597.09	$1,597.09		744100010106000	FARB STEWART A TRU
	445021218	12/18/2002	2986348	LATER	CH	$1,770.47	$1,770.47		744100010106000	FARB STEWART A TRU
	379011227	12/27/2001	2886144	LATER	CH	$1,718.03	$1,718.03		744100010106000	FARB STEWART A TRU

Applied Total $25,535.69

4 March 2013

Cheryl E. Johnson, RTA

Tax Assessor-Collector

Dear Ms. Johnson,

I am enclosing a check for $1,012.04 which is the second half of my payment of $992.15 plus the interest due of $19.89. Because I am requesting Judge Henry to waive the penalty, I have withheld the penalty of $69.95 until Judge Henry makes his/her decision. The reason I am requesting the penalty to be waived is given in the letter to Judge Henry which is attached to this letter.

Thank you for your understanding,

Richard J. Doviak

R J Doviak

Account #7441-0001-0106-000

Telephone numbers: 405-325-65878; 405-833-3289,

Copy to property tax dept.

AGENDA ITEM #26.a.3.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis
Executive Assistant

May 3, 2013

Mary Alvarez
905 Raymond
La Marque, Texas 77568

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 4817-0004-0004-000

Dear Mary Alvarez:

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 May 28, 2013. Court begins at1:30 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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

April 22, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for waiver of penalty & interest
Mary Alvarez
4817-0004-0004-000

Dear Judge Henry:

Ms. Alvarez is requesting a waiver of the penalty and interest on the above referenced account.

The homeowner states she used the split pay option to pay her taxes but was unaware of the non-split tax portion for Dickinson ISD. The homeowner received a tax statement that showed all taxes due and payment deadlines.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District. There are no provisions in the tax code to address this issue.

Account No.	Year	Waiver
4817-0004-0004-000	2012	$5.03

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

3-7-13

Galveston County Tax Office
Cheryle E. Johnson
P.O. BOX 1169
Galveston, TX. 77553

ATTN: Property Tax Dept.
Ms. Rachel Crider;

This is in Regards to the letter Dated 2-6-13, of which I am enclosing a copy.
I believe there was an error in the Dates which Caused me to be late paying my DISD-Taxes on property 8103 Lost Lane, Dickinson Texas 77539. Acct. # 4817-0004-0004-000.
I spoke to Ms. Luann Today and I Believe we resolved the problem.
Therefore I am sending my DISD School District Tax payment of $553.63 Today and am requesting a Waiver of my Penalty + Interest To date.
Thank you in Advance for your Prompt Attention to this Matter.

Sincerely, Mary L. Alvarez
409-937-4176

cc: file

2012 TAX HALF-PAYMENT REMINDER NOTICE

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner:
ALVAREZ GERMAN C & MARY LOU
905 RAYMOND
LA MARQUE , TX 77568

Legal Description:
LOST LANE SUB ADDN NO 1 (2006) ABST 11
, BLOCK 4, LOT 4, ACRES 0.309

Account No: 4817-0004-0004-000
As of Date: 02/06/2013

Legal Acres: .3090
Parcel Address: 8103 LOST LN
Print Date: 02/06/2013

Dear Taxpayer:

Please be advised that your next half payment for 2012 taxes is due by July 1, 2013.
Please remit $801.64 by the due date to ensure proper credit to your account.

If your payment is not received by July 1, 2013, penalty and interest will be added.

Total
$1049.65 - 248.01
Pd. 11-15-12
Mail - 3-7-13
$553.63 - School District
DISD only
Spoke to:
Luann will try to waive P.N.I.

or else I need to Initiate P.N.I Penalty + Interest Waiver.

If payment has already been made, please disregard this notice.

527031913P

GCAC RIG WELDING
GERMAN C. AND MARY L. ALVAREZ
PH. 409-939-4176 WK. 409-939-6968
905 RAYMOND AVE.
LAMARQUE, TX 77568

Acct #4817-0004-0004-000

4075

88-2265/1131-37

3-7-13
Date

Pay to the Order of Cheryl E. Johnson RTA $ 553.63/XX

five Hundred fifty Three & 63/100 Dollars

PROSPERITY BANK®
HITCHCOCK BANKING CENTER
8300 HWY. 6 • HITCHCOCK, TX 77563
409-988-5547 www.prosperitybanktx.com

DISD School District only

For 8103-Lost Lane Mary L. Alvarez

⑆113122655⑆ 28⑈4176⑈2⑈ 4075

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

v1.17

Print Date: 02/06/2013

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, Texas 77550
409-766-2481, 1-877-766-2284

* 4 8 1 7 0 0 0 4 0 0 0 4 0 0 0 *

School District only!

2012 HALF PAYMENT

4817-0004-0004-000
ALVAREZ GERMAN C & MARY LOU
905 RAYMOND
LA MARQUE , TX 77568

AMOUNT PAID:
$ 553.63

000000R434905 0000080164 0000080164 0000080164 0000080164 5

NORTH HOUSTON TX 77
08 MAR 2013 PM 1

Liberty
FOREVER

OM

xas
dren's
pital®

Mrs. Mary Alvarez
905 Raymond St.
La Marque TX 77568

CHERYL E. JOHNSON
ASSESSOR AND COLLECTOR OF TAXES
COUNTY OF GALVESTON
P.O. BOX 1169
GALVESTON, TEXAS 77553

IMPORTANT!
BUSINESS REPLY MAIL

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 481700040004000
CAD #: R434905

2012 Consolidated Tax Statement

Property Location: 8103 LOST LN 77539
Acreage .3090
Legal Description:
LOST LANE SUB ADDN NO 1 (2006) ABST 11
, BLOCK 4, LOT 4, ACRES 0.309

D08465000010431 -3
ALVAREZ GERMAN C & MARY LOU
905 RAYMOND
LA MARQUE TX 77568

Appraised Land Value:	$35,950
Improvements/Personal Property Value:	+
Total Market Value:	$35,950
Homestead Cap Adjustment:	
MTG/Agent:	
Sales Tax Savings: $30.28	
Assessment Ratio: 100%	

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$35,950	$0	$35,950	.59991500	$215.67
ROAD & FLOOD	$35,950	$0	$35,950	.00885500	$3.18
DICKINSON ISD	$35,950	$0	$35,950	1.5400000	$553.63
TEXAS CITY	$35,950	$0	$35,950	.42500000	$152.79
DRAIN DIST #1	$35,950	$0	$35,950	.12000000	$43.14
MAINLAND COLL	$35,950	$0	$35,950	.22597000	$81.24

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$1,049.65**

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans – your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$1,049.65	$.00	**$1,049.65**	If paid in January	$1,049.65	$.00	**$1,049.65**
If paid in November	$1,049.65	$.00	**$1,049.65**	If paid in February	$1,123.13	$.00	**$1,123.13**
If paid in December	$1,049.65	$.00	**$1,049.65**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$215.67
ROAD & FLOOD	$3.18
TEXAS CITY	$152.79
DRAIN DIST #1	$43.14
MAINLAND COLL	$81.24
1ST payment due by November 30, 2012:	**$248.01**
2ND payment due by June 30, 2013:	**$248.01**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments – ***without penalty and interest*** – if proper amounts are paid by deadlines.

Not all governments offer split/half pay and *full payment of their portion is required* by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013	
DICKINSON ISD	$553.63
Total Due January 31, 2013:	**$553.63**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Credit card checks not accepted! A $25.00 fee will be charged for all returned checks.

ACCOUNT #: 4817-0004-0004-000

CAD #: R434905

ALVAREZ GERMAN C & MARY LOU
905 RAYMOND
LA MARQUE TX 77568

- [ ] A change of address or other information included on back of coupon!
- [ ] First half split payment by November 30, 2012
- [ ] Payment in full by January 31, 2013
- [ ] O65/DP ¼ payment by January 31, 2013
- [ ] Please mail postcard receipt

000D0646500000000202259 40103

000000R434905 0000104965 0000024801 0000000000 0000055363 5

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc... Next Acc... Prev Owner Next Owner Acct History Acct Summary Notes Go To:

KELLYM
ACT8006 v1.233

03/21/2013 14:49:45
GCTO_PROD

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 481700040004000 Roll Code REAL PROPERT
Certified Owner ALVAREZ GERMAN C & MARY LOU
Address Line 905 RAYMOND
Amount Due as of 03/21/2013 Owner No. 0

Tax Units

Tax Unit Description
List of Tax Units: 1 2 211 331 401 605
AG INCLUDED Remove Fees Countywide

Tax Unit,Yr, Rec. Type

Tax Unit
Year
Rec. Type
Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2012	$35,950			0			$1,049.65	$755.92	$.00	$293.73	$4.11	$.00	$297.84
2011	$35,950			0			$1,054.70	$1,054.70	$.00	$.00	$.00	$.00	$.00
2010	$35,950			0			$1,057.88	$1,057.88	$.00	$.00	$.00	$.00	$.00
2009	$26,960			0			$783.33	$783.33	$.00	$.00	$.00	$.00	$.00
2008	$26,960			0			$764.67	$764.67	$.00	$.00	$.00	$.00	$.00
2007	$26,960			0			$751.42	$751.42	$.00	$.00	$.00	$.00	$.00
2006	$26,960			0			$841.52	$841.52	$.00	$.00	$.00	$.00	$.00
						Exemption							
						Exemption							
						Totals	$6,303.17	$6,009.44	$.00	$293.73	$4.11	$.00	$297.84

Last Payment Date 03/08/2013
Last Payer GCAC RIG WELDING
Alert

Remaining Levy

start | SnagIt/32 | Adobe Reader | 2 Internet Expl... | Search Desktop | KK 2:49 PM

of split

gb 2/8 01 11-15-12
defaulted to pay DISD
by 1-31-13
3-8-13 gb DISD 53.63 behind
no pd - wants

No notes
no sgn.
conversation
03/[illegible]

AGENDA ITEM #26.a.4.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis
Executive Assistant

May 3, 2013

Grace Boyd
932 23rd Ave N
Texas City, Texas 77590-5640

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 4900-0028-0022-000

Dear Grace Boyd:

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 May 28, 2013. Court begins at1:30 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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

April 22, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for refund of penalty & interest
Boyd, Grace
4900-0028-0022-000

Dear Judge Henry:

Texas Property Tax Code Section 1.08, **Timeliness of Action by Mail**, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if:

1. It is sent by regular first-class mail, properly addressed with postage prepaid; and
2. It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

Mrs. Boyd is requesting a refund of penalty and interest on the accounts referenced above. Mrs.Boyd states her payment was mailed on January 30, 2012. However, the envelope received by the Tax Office shows a postmark date of February 1, 2012.

Account Numbers	Year	Refund
4900-0028-0022-000	2011	$23.29

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

932 23rd Avenue North
Texas City, Texas 77590
January 22, 2013

Cheryl E. Johnson
Assessor and Collector of Taxes
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re: Tax Office Acct. #: 4900-0028-0022-000
GCAD Acct. #: R211337
Property Address: 932 23rd Ave. N. 77590
Property Description: ABST 167 PAGE 4 & 5 LOT 22 & E 1/2 OF LOT 23 BLK 28 MAINLAND PARK SEC E

I respectfully request that you check our tax payment records since 1956. We had our home built at 932 23rd Avenue North and moved in in January 1956 and have always paid our taxes on time since that date. You should be able to verify our tax payment records.

Attached is a notice mailed from your office dated 05/18/2012, postmarked May 30, 2012, and received shortly thereafter. I was thoroughly confused by this notice since I had mailed all our tax payments for Galveston County and other locations in East Texas on January 30, 2012. I immediately (on June 3, 2012) took my copy of payment check (which cleared at my bank on 02/03/2012) to the Branch Courthouse here in Texas City for proof of payment.

Your representative in Texas City made a copy of my payment check and informed me that the Galveston office would investigate and telephone me within a week or so with verification proof of mailing date. I never received any such telephone call or written notice to contradict my payment on time. I cannot believe our tax payments for other locations hundreds of miles away were received on time and our Galveston County tax payment mailed just across the causeway was delayed. I trust our local U.S. Post Office in their efficiency to handle our mail promptly. I do hope Galveston County is not using this "delinquent payment" tactic to collect more money from their senior citizens living on a fixed income.

Therefore, I am enclosing my separate check in the amount of $23.29 for payment under protest for the ***said*** delinquent taxes. I am also enclosing my separate check in the amount of $237.34 for our 2012 taxes due.

I respectfully request that you accept my 2011 taxes as paid on time, or show me verification that I or the U.S. Post Office was delinquent.

Sincerely yours,

Grace B. Boyd

Grace B. Boyd

Enclosures

G. R. Boyd Jr.
932 23rd Ave N
Texas City TX 77590-5640

NORTH HOUSTON TX

01 FEB 2012 PM 5 L

USA FIRST CLASS POSTAGE

PORTANT!
REPLY MAIL

CHERYL E JOHNSON
ASSESSOR AND COLLECTOR OF TAXES
PO BOX 4902
HOUSTON TX 77210-4902

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

February 28, 2013

Mr. and Mrs. George Boyd
932 23rd Ave N
Texas City, Texas 77590

Re: 4900-0028-0022-000

Dear Mr. and Mrs. Boyd:

Thank you for contacting me regarding your property taxes. Your first letter will be used to initiate the penalty and interest case that Ms. Crider spoke with you about. The letter and documentation will be presented to the Commissioner's on your behalf but it is ultimately up to them to approve or deny your request.

I understand your concern regarding the conflicting receipt dates on payments that were mailed in the same certified envelope. It appears that the check that was to be applied to 2012 taxes was stapled behind correspondence and it was overlooked when the letter was provided to Ms. Crider. Upon discovery of the check, it was immediately posted to your account. Even though there are different receipt dates there is no penalty for this because both checks were posted within the same month. This also caused the check you sent to pay the remaining balance for 2011 to be applied toward the 2012 taxes since that check was received first. This occurred due to a posting rule within our electronic payment processing system which is the reason why one of your receipts is showing that check #2493 was for $214.05. A portion of that check went to the 2011 balance and the $214.05 went to the remaining balance for 2012.

I can assure you that as confusing as this explanation is, your payments were applied properly and had no impact whatsoever on the status or amount due.

If you are in need of further clarification on this you may contact Rachael Crider at 409-766-2476 or me at 409-765-3277.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

AGENDA ITEM #26.a.5.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis
Executive Assistant

May 3, 2013

Rosy Bonaccorso
P.O. Box 57477
Webster, Texas 77598-7477

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 7328-0001-0010-000

Dear Rosy Bonaccorso:

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 May 28, 2013. Court begins at1:30 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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

April 22, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for waiver/refund of penalty & interest
Bonaccorso, Rosy
7328-0001-0010-000

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.06(b) "... Acceptance by a collector of a check or money order or of payment by credit card constitutes payment of a tax as of the date of acceptance if the check, money order or credit card invoice is duly paid or honored. If the check, money order or credit card is not duly paid or honored, the collector shall deliver written notice of nonpayment to the person who attempted payment by check, money order or credit card. Until payment in made in full by cash or check, money order or credit card that is duly paid or honored, the lien securing payment of the tax remains in effect, whether or not the person received notice of nonpayment.

Ameriprise Financial is requesting a refund of penalty and interest on the above referenced account due to their internal error. Ameriprise states that an error and delay in processing occurred resulting in the check being returned.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

Account No.	Year	Refund
7328-0001-0010-000	2012	$ 116.35

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Ameriprise Financial

Ameriprise Financial Services, Inc.
2525 Bay Area Blvd
Suite 640
Houston, TX 77058-1558
Tel: 281.286.8661

To whom it may concern,

On an error and delay in the processing of checks occurred in the Account of Rosy Bonaccorso and Sal Bonaccorso Joint # 1608-6431. The result was a return of check written out to you for property taxes . It is our deposit policy that checks deposited before 2:00 PM will post the same day. This unfortunately did not occur. Through no error of the client, checks were returned and charges incurred. It is our hope that you re-evaluate the charges incurred by our error and relieve Ms. Bonaccorso of the burden.

Best Regards.

Angela Leger

Angela K. Leger | Financial Advisor | Ameriprise Financial

Visit my website at www.ameripriseadvisors.com/angela.k.leger

Direct: 281.212.2707 |Cell: 979.215.7725 |e-mail: angela.k.leger@ampf.com

For Scott Stillman:

www.ameripriseadvisors.com/scott.stillman Direct: 281.212.2704 |e-mail: scott.stillman@ampf.com

Stillman & Leger |A financial advisory practice of Ameriprise Financial Services Inc.

One Corporate Plaza, 2525 Bay Area Blvd. Ste 640 Houston TX 77058

Main: 281.286.8661 |Fax: 281.286.8705|www.ameriprise.com

Ameriprise Financial Services, Inc. offers financial advisory services and other investments. *RiverSource®* and *Columbia Management®* products are offered by affiliates of Ameriprise Financial Services, Inc., Member FINRA and SIPC

DELINQUENT TAX STATEMENT SUMMARY

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550
409-766-2481, 1-877-766-2284

Certified Owner:

BONACCORSO ROSY
PO BOX 57477
WEBSTER, TX 77598-7477

Legal Description:

VILLAGES OF OAK CREEK COLONY SEC 2 (2000) ABST 9, BLOCK 1, LOT 10, ACRES 0.165

Account No: 7328-0001-0010-000

Appr. Dist. No.: R394724

Legal Acres: .1650

As of Date: 02/12/2013

Parcel Address: 614 CANYON CREST DR

Print Date: 02/12/2013 **Printed By:** TUMICKI_D

Year	Tax Units	Remaining Levy	IF PAID BY END OF MONTH FEBRUARY 2013 Penalty Interest	Total	IF PAID BY END OF MONTH MARCH 2013 Penalty Interest	Total	IF PAID BY END OF MONTH APRIL 2013 Penalty Interest	Total
2012	1 2 340	$1,662.27	$116.35	$1,778.62	$149.60	$1,811.87	$182.84	$1,845.11
TOTAL AMOUNT DUE:		**$1,662.27**	$116.35	**$1,778.62**	$149.60	**$1,811.87**	$182.84	**$1,845.11**

Tax Unit Codes:

1 GALVESTON CO 2 ROAD & FLOOD 340 LEAGUE CITY

Pay your property taxes online by visiting http://www.galcotax.com
IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

Print Date: 02/12/2013

15 1 191

Appr. Dist. No.: R394724

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Galveston County Tax Office
722 Moody
Galveston, Texas 77550

7328000100100000

7328-0001-0010-000

If Paid By	Amount Due
FEB 2013	$1,778.62
MAR 2013	$1,811.87
APR 2013	$1,845.11

Amount Paid: $_____.___

BONACCORSO ROSY
PO BOX 57477
WEBSTER, TX 77598-7477

000000R394724 0000177862 0000181187 0000184511 0000184511 4

113122655
02/07/2013
9800574416

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

⑆113122655⑆ 02/07/2013
9800574416

ROSY BONACCORSO 02-08
SAL BONACCORSO
1241 SALERNO CT
LEAGUE CITY, TX 77573-2377

177161/910

2233

Date Jan. 30/2013

REFERENCE MAKER

Pay to Order of PICTO $1,662.27

One thousand Six hundred Sixty two 27

Ameriprise Financial
Ameriprise ONE® Financial Account

Memo 2012 TAX Seasonally

⑆091071611⑆2233 4909496095⑈

⑈2233⑈4⑆091071611⑆ 4909496095⑈ ⑈0000166227⑈

View Note

CHECK #2233 IN THE AMOUNT OF $1662.27 WAS RETURNED REFER TO MAKER. PAYMENT MAY BE MADE IN CASH, CASHIERS CHECK, MONEY ORDER OR VIA THE INTERNET. NO FEE CHARGED.

Print Window

Close Window

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Prev Acc | Next Acc | Prev Owner | Next Owner | Acct History | Acct Summary | Notes | Documents

Go To:

PERKETT_M
ACT8006 v1.233

03/26/2013 11:37
GCTO_PROD

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. [illegible] Roll Code REAL PROPERT

Tax Units Tax Unit Description

List of Tax Units

Tax Unit,Yr, Rec. Type

Tax Unit

Certified Ow

Address L

Amount D as of

PERKETT_M
ACTNOTES v1.9

03/26/2013 11:37:57
GCTO_PROD

Account Number **732800010010000**

Amount

Year	Appr	Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
2012	$	30559823	02/12/2013	TUMICKI_D	SPOKE WITH CUSTOMER IN REGARDS TO RETURNED CHECK. SHE STATE		
		30559822	02/12/2013	TUMICKI_D	DELQ STMT - SUMMARY : PO BOX 57477, WEBSTER, TX 77598-7477, A	DSTM	
		18915638	02/12/2013	TUMICKI_D	CHECK #2233 IN THE AMOUNT OF $1662.27 WAS RETURNED REFER TO M		
		18915637	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO: BONACCORSO ROSY	STMT	
		16118490	03/05/2010	REPORT_MAN	REFCHK: #75818 2010/03/05 $1,737.04 TO: BONACCORSO ROSY	REND	
		15668411	01/11/2010	PERKE			
		15668045	01/11/2010	PERKE			
		14914778	11/09/2009	STMT7			

View Note

SPOKE WITH CUSTOMER IN REGARDS TO RETURNED CHECK. SHE STATED THAT IT WAS A BANK ERROR AND WILL GET LETTER FROM BANK TO HAVE FEE WAIVED

Last Paymer Date

Last Payer

Save

MT

se Window

start

11:38 AM

AGENDA ITEM #26.a.6.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 3, 2013

John Benge
141 Cloverleaf Dr.
Schertz, Texas 78154

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 3510-0134-1002-001

Dear Mr. Benge:

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 May 28, 2013. Court begins at1:30 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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

March 26, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for refund of penalty & interest
3510-0134-1002-001
Benge, John

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.01 (g) "... failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

Mr. Benge is requesting a refund of penalty and interest on the account referenced above. Mr. Benge states he did not receive a 2012 tax statement due to it being sent to an incorrect address. He called and spoke to a Property Tax Specialist requesting that a statement be sent to residence, 141 Cloverleaf Dr. Schertz, TX, however that statement was never received. Tax Office records show no official request received to update the address on the account.

Account #	Year	Waiver
3510-0134-1002-001	2012	$142.27

Sincerely,

Cheryl E. Johnson

John G. Benge Jr.
141 Cloverleaf DR.
Schertz, TX 78154

RECEIVED
FEB 15
COLLECTIONS

5 Feb 201

Dear Sirs,

I would like to request a refund of the penalty on this tax bill.

In December 2012 I contacted your office and requested the bill be sent to my address in Schertz and not the property address in Galveston. A Mr Robinson in your office said he would do so.

After waiting about 2 months for the bill I contacted your office again and found he had sent the bill to the wrong address.

I tried to pay on time but one of your employees accidentaly prevented it.

Thanks for your help,

John G. Benge Jr.

RECEIVED

Prev Account | Next Account | Prev Owner | Next Owner

Notes | Alert | Go To:

CRIDER_R
ACT8002 v1.359

04/22/2013 09:44:02
QCTO_PROD

SUMMARY | Account Detail | Owner Detail | Prop Value Detail | Jurisdictions | Special Exemptions | Frozen Amounts

Account Master

Account No. 351001341002001
Appraisal District No. R100891
Year 2012
Legal ABST 628 PAGE E 36.33 FT OF LOT 2 & W
Scan Line No. 000000R100891
SIT Account
Desc. 26.75 FT OF LOT 3 (1002-1) NE BLK 134
Alias Key
Roll Code R
Parcel Address 3917 AVE R 77550
Legal Acres 1880
Account Status NA
Tax Units 1 2 210 330 601 801
Apport N
Exempt Entire Account

Owner Master

Certified BENGE JOHN G
Owner % 1.000000
Exempt %
Owner Address 3917 AVE R
Homestead
Over 65
Disabled
Start Date
GALVESTON TX 77550-7416
Veteran
Surviving Veteran
Addr.Status
Owner ID 499555
VTX Status

Exemptions

TaxUnit	Exemption Code	Exemption Amount	Code Type

Last Frozen Year 2006

Property Value

Year		Category	Land	Improvement	New Improvement	Total
2012	Homesite	A1	$25,610	$53,670	$0	$79,280
	Agricultural		$0	$0		$0
	Non-Qualifying		$0	$0		$0

Save and Calculate Levy

Prior Year(s)

NOTES -- Account No. 351001341002001

CRIDER_R
ACTNOTES v1.9

04/22/2013 09:50:01
GCTO_PROD

Account Number 351001341002001

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
30482118	02/01/2013	CASA_L	ONLINE: 2012 STMT: BENGE JOHN G, 141 CLOVERLEAF DR, SCHERTZ , 1	CSTM	
29904705	12/04/2012	ROBINSON_G	ONLINE: 2012 STMT: BENGE JOHN G, 3917 AVE R, GALVESTON, TX 775	CSTM	
27760572	10/30/2012	HERRIN_J	2012 STATEMENT RETURN DECEASED		
27760571	07/11/2012	REPORT_MAN	REFCHK: #103097 2012/07/11 $40.86 TO: BENGE JOHN GORDON	RFND	
27176319	04/25/2012	PERKETT_M	DELQ STMT - SUMMARY : 141 CLOVERLEAF DR, SCHERTZ , TX 78154-0	DSTM	
21514884	05/02/2011	SUPP	APRIL 2011 NAO		
18888680	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO: BENGE JOHN G	STMT	
14880319	11/09/2009	STMT763165	2009 STATEMENT MAILED TO OWNER / MAILED TO: BENGE JOHN G	STMT	

Save | Add | Delete | View Note | Print Window | Close Window

AGENDA ITEM #26.a.7.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis
Executive Assistant

May 3, 2013

Paula Adams
2209 Palm Lagoon Dr.
League City, Texas 77573-6617

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 3845-0004-0003-000

Dear Paula Adams:

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 May 28, 2013. Court begins at1:30 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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

April 22, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for refund of penalty & interest
Adams, Paula D
3845-0004-0003-000

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.03 (a)"...The governing body of a taxing unit that collects its own taxes may provide, in the manner required by law for official action by the body, that a person who pays one-half of the units taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest before July 1 of the following year."

Ms. Adams is requesting a refund of the penalty and interest on the above referenced account. She states she intended to use the split payment option to pay her taxes but the second split payment was not received. Ms. Adams also states that she never received a notice from the tax office nor her mortgage company. Tax office records show a delinquent letter sent in July 2012 and split payment due dates are noted on the tax statements sent out in October.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

Account No.	Year	Refund
3845-0004-0003-000	2011	$390.32

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

January 7, 2013

RECEIVED
JAN 10 2013
GALVESTON COUNTY JUDGE

Judge Henry
722 Moody Ave.
Galveston, Tx 77550

Re: 2011 Property Taxes
2209 Palm Lagoon Dr.
League City, Tx 77573
CAD#: R306647

Dear Judge Henry:

I made a partial payment for the 2011 Taxes in the amount of $934.08, check no. 449, on November 10, 2011. The 2nd payment was due by 7/2/2012 for 934.08.

Although the mortgage company said they sent two notices, I did not receive a notice from either your office or the mortgage company which is Cenlar, until October 24, 2012, at which time they set up an escrow account. I had not previously had an escrow account set up.

I called your office and they advised me $914.33 was due, and I promptly paid this amount, check no. 583, dated November 16, 2012. And, at that time, they informed me about the penalties and interest which had incurred on my tax account.

I called your office today and funds from Cenlar still had not been credited to my tax account. I was advised my check did get credited.

The last time I had inquired, the penalties and interest where up to $279.15. Again, I had not received anything from the tax office or Cenlar, requesting that the 2nd payment was due, until October 24, 2012.

I am requesting that all penalties and interest be waived and/or credited to my tax account.

At this time, I have someone from your office working with me and will be getting back to me, in an effort to resolve and clear up anything needed, except for the penalties and interest, which I understand needs to be approved by you.

If you have any question, please contact me at 281-479-8900.

Sincerely,

Paula Adams

Paula Adams

...ERYL E. JOHNSON, RTA
...alveston County Tax Assessor Collector
...722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

...NT #: 384500040003000

CAD #: R306647

D059764036684 T110 N016

2011 Consolidated Tax Statement

Property Location: 2209 PALM LAGOON DR 77573
Acreage: .1700
Legal Description:
ABST 18 PAGE 10 LOT 3 BLK 4 HARBOUR PARK SE
4

ADAMS PAULA D
2209 PALM LAGOON DR
LEAGUE CITY TX 77573-6617

Appraised Land Value:	$32,97
Improvements/Personal Property Value:	+145,58
Total Market Value:	$178,55
Homestead Cap Adjustment:	

MTG/Agent:
Sales Tax Savings: $121.98
Assessment Ratio: 100%

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100 x	Tax Rate =	Total Taxes
GALVESTON CO	$178,550	$35,710	$142,840	.61294500	$875.53
ROAD & FLOOD	$178,550	$38,710	$139,840	.00885500	$12.38
LEAGUE CITY	$178,550	$17,855	$160,695	.61000000	$980.24
TOTAL 2011 TAXES					**$1,868.15**

Current Exemptions According to Appraisal District: HOMESTEAD

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where the property is located).*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL: Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below.

SPLIT PAYMENT: Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option. Those not participating are shown below.

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought): A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify, amounts will be listed in the box below)* and may also defer or delay payment. Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012.

***Please contact your mortgage company before participating in partial payment options!**

Split Payment Option *(1/2 by November 30, 2011)*

Entity	Amount Due
GALVESTON CO	$875.53
ROAD & FLOOD	$12.38
LEAGUE CITY	$980.24

Paid V# 449 - 11/10/2011

1ST payment by 11/30/11 of: **$934.08**
2ND payment by 7/2/12 of: **$934.07**

O-65, Disabled & Disaster Payment Option *(1/4 by January 31, 2012)*

Payment Due Date	Amount Due
January 31, 2012	
April 2, 2012	
May 31, 2012	
July 31, 2012	

Non-Split Pay Taxes Due *(by January 31, 2012)*

...otal Due January 31, 2012:	**$.00**

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$1,868.15	$.00	$1,868.15
If paid in November	$1,868.15	$.00	$1,868.15
If paid in December	$1,868.15	$.00	$1,868.15
If paid in January	$1,868.15	$.00	$1,868.15
If paid in February	$1,998.93	$.00	$1,998.93

*Our records indicate delinquent taxes are due for the following tax years:

0028197309

1-800-223-6527

CENLAR®
CENTRAL LOAN ADMINISTRATION & REPORTING

934.07 10/23
366.16 10/23

Taxes 1868.15
Paid V#449 934.08

October 24, 2012

Paula D Adams
2209 Palm Lagoon Drive
League City TX 77573

Request Penalty Dropped:
Judge Henry
722 Moody Ave. Gal, TX 7755

RE: Loan Number: 0028197309
Property Address: 2209 Palm Lagoon Drive
League City TX 77573

Dear Customer:

Please be advised, we have deemed it necessary to establish an impound escrow account for the payment of your real estate taxes.

As a result of your failure to respond to our two (2) previous notices, we have paid the delinquent tax(es) that remained unpaid on your property.

We have also instructed our Escrow Analysis Department to increase your monthly payment to establish your escrow account for future tax bills, as well as recover the funds disbursed for delinquent taxes. A new coupon book showing the increased payment will be mailed soon.

Please do not hesitate to contact us if you need additional information or clarification. We look forward to an opportunity to assist you in the future.

Sincerely,

Tax Department
TX121 031 FB5 FV

12-3 -
12/3 - 366.16 - Mort.
Oct 16 914.33 #583
Nov. 16
Dec. 3 -
12 - 1,084.49
P/I - 879.15

Year: 2011

Tax Unit: 1 GALVESTON CO

GALVESTON COUNTY
HALF PAYMENT REPORT BY JURISDICTION

As of Date: 05/31/2012

Print Date: 05/31/2012

Account Number	Name	Base Levy	Levy Paid	Levy Due	Last Receipt Date	Split Payment
3770-0006-0027-000	COKINS RONALD	640.96	364.38	276.58	01/27/2012	H
3771-0000-0017-000	GIZA ZYGMUND & RUTH GIZA	721.19	360.60	360.59	11/21/2011	H
3771-0000-0052-000	ANDERSON CYNTHIA ANN	426.25	213.13	213.12	11/30/2011	H
3781-0000-0002-000	RIVAS SANDRA M	171.50	85.75	85.75	11/28/2011	H
3793-0001-0031-000	MEDSGER LLOYD & CYNTHIA	722.44	361.22	361.22	11/30/2011	H
3795-0000-0012-000	LOPEZ GILDARIO SALINAS &	729.10	364.55	364.55	11/30/2011	H
3803-0000-0003-000	PITTMAN GENE R	631.84	315.92	315.92	11/30/2011	H
3820-0000-0001-001	BLACK NANCY LEA	192.35	129.68	62.67	05/16/2012	H
3821-0001-0013-000	HANKS JOHN F & SUE M	462.71	231.35	231.36	11/16/2011	H
3821-0001-0026-000	PATRO RANDALL L & DEANNA	621.28	401.61	219.67	03/23/2012	H
3828-0000-0006-000	SPRY RICHARD E & SUSAN C	184.50	92.25	92.25	11/16/2011	H
3828-0000-0014-000	SPRY BRENTON	174.57	87.29	87.28	11/16/2011	H
3831-0003-0030-000	TURNER SANDRA	1,160.72	580.36	580.36	11/28/2011	H
3835-0000-0048-000	TREVINO RAFAEL & SOFIA	821.47	410.78	410.69	05/25/2012	H
3837-0000-0083-000	GAROFALO ROBERTO	796.37	733.73	62.64	04/04/2012	H
3838-0001-0003-000	TAYLOR JOHN C	789.62	394.81	394.81	11/29/2011	H
3840-0003-0111-000	HORTON CAROL L	505.62	252.81	252.81	11/23/2011	H
3842-0003-0023-000	PUN CHIU WAH & NG F LIN	639.13	319.57	319.56	11/21/2011	H
3842-0006-0008-000	HARDIN JOHN A JR & AUDREY L	739.46	369.73	369.73	11/30/2011	H
3843-0003-0015-000	FELTS CHARLES RAY &	777.61	388.81	388.80	11/28/2011	H
3845-0001-0030-000	WALDING MICHELLE	669.43	334.72	334.71	11/23/2011	H
3845-0001-0052-000	UNABIA JAIME A & GEDA C	742.06	371.03	371.03	11/28/2011	H
3845-0003-0035-000	KUMELSKI JASON	854.79	427.40	427.39	11/28/2011	H
3845-0004-0003-000	ADAMS PAULA D	875.53	437.77	437.76	11/16/2011	H
3845-0004-0022-000	OLIVER STEPHEN LEON &	848.66	424.33	424.33	11/29/2011	H
3846-0002-0016-000	NUNNELLY RONALD E & WENCHU J	941.24	470.62	470.62	11/30/2011	H
3854-0191-0003-000	NUCKOLS NATHA	761.58	380.79	380.79	11/30/2011	H
3856-0000-0010-000	LILLY ROBERT K & SHARON F	1,450.08	725.03	725.05	11/07/2011	H
3856-0000-0016-000	COKINS MIKE N	890.38	445.19	445.19	11/30/2011	H
3859-0000-0308-000	STERNENBERG ROBERT E &	1,897.63	1,088.75	808.88	03/02/2012	H
3875-0001-0009-000	BELL MICHAEL J & CAROLE F	601.16	300.58	300.58	11/29/2011	H
3875-0002-0004-000	KINARD LEE & ANN E	990.75	495.38	495.37	11/30/2011	H
3875-0002-0010-000	CULP DOUGLAS A & ROBIN	1,369.52	684.76	684.76	11/01/2011	H
3875-0003-0013-000	ZUNIGA ORLANDO	627.98	313.99	313.99	11/30/2011	H
3876-0001-0001-000	LEGG RUSTY & PATRICIA	437.03	218.51	218.52	05/25/2012	H
3876-0001-0005-000	MAXWELL HARRY D JR & MARY L	1,033.82	516.91	516.91	11/29/2011	H
3883-0000-0014-001	PLAGAKIS JAMES L	278.92	139.46	139.46	11/21/2011	H
3892-0000-0002-000	AGUIAR PEDRO & MARIA	257.31	140.62	116.69	04/18/2012	H
3894-0003-0004-000	LEWIS SHELLY K	614.42	307.21	307.21	11/22/2011	H
3894-0004-0005-000	TODARO MICHAEL WAYNE	774.15	387.08	387.07	11/30/2011	H

2011 33.08 NOTICE

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550
409-766-2481

Certified Owner:
ADAMS PAULA D
2209 PALM LAGOON DR
LEAGUE CITY, TX 77573-6617

Legal Description:
ABST 18 PAGE 10 LOT 3 BLK 4 HARBOUR PARK SEC 4

Account Number: 3845-0004-0003-000
Appr. Dist. No.: R306647

As of Date: 07/11/2012

Legal Acres: .1700
Parcel Address: 2209 PALM LAGOON DR
Print Date: 07/11/2012

Year	Rec Type	Tax Units	Delinq. Date MM/YY	Remaining Levy	IF PAID IN JULY 2012		IF PAID IN AUGUST 2012		IF PAID IN SEPTEMBER 2012	
					Penalty Interest	Additional Penalty	Penalty Interest	Additional Penalty	Penalty Interest	Additional Penalty
2011	TL	1	07/12	$437.76	$56.91	$0.00	$61.29	$99.81	$65.66	$100.68
	TL	2	07/12	$6.19	$0.80	$0.00	$0.87	$1.41	$0.93	$1.42
	TL	340	07/12	$490.12	$63.72	$0.00	$68.62	$111.75	$73.52	$112.73
SUB TOTAL FOR 2011:				$934.07	$121.43	$0.00	$130.78	$212.97	$140.11	$214.83
TOTAL AMOUNT DUE:				$934.07		$1,055.50		$1,277.82		$1,289.01

Tax Unit Codes:
1 GALVESTON CO 2 ROAD & FLOOD 340 LEAGUE CITY

Pursuant to Texas Property Tax Code Section 33.08, taxes that become delinquent on or after June 1 incur an additional penalty to defray costs of collection. The penalty may not exceed twenty percent (20%) of the amount of delinquent tax, penalty and interest due. The penalty is incurred on the first day of the first month that begins at least 21 days after the date the notice is sent.

If payment has already been made, please disregard this notice.

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Pay your property taxes online by visiting http://www.galcotax.com

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

ACCOUNT NUMBER	DATE OF BILL	DURING JULY 2012	DURING AUGUST 2012	DURING SEPTEMBER 2012
3845-0004-0003-000	JULY 11, 2012	$1,055.50	$1,277.82	$1,289.01

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Print Date: 07/11/2012
delinquent_tax_reminder v1.106

Galveston County Tax Office
722 Moody
Galveston, Texas 77550
NOTE: ADDRESS CORRECTION REQUESTED

3845000400030000

ADAMS PAULA D
2209 PALM LAGOON DR
LEAGUE CITY, TX 77573-6617

AMOUNT PAID:
$_____.
U.S. CURRENCY ONLY

000000R306647 0000105550 0000127782 0000128901 0000128901 1

NOTES -- Account No. 384500040003000

CRIDER_R
ACTNOTES v1.9

04/22/2013 09:30:58
GCTO_PROD

Account Number 384500040003000

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
30675373	02/22/2013	HERRIN_J	RVICES LLC. ACCOUNT NO: 384500040003000 REFUND AMOUNT: 914.33	LG	
27759577	07/11/2012	EVANS_E	2011 33.08 NOTICE: ADAMS PAULA D, 2209 PALM LAGOON DR, LEAGU	DSTM	
18912982	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO: ADAMS PAULA D	STMT	
14896606	11/09/2009	STMT763165	2009 STATEMENT MAILED TO OWNER / MAILED TO: WALKER DAVID R &	STMT	
14732615	11/02/2009	LEMONS_E	OCT 2009 NAO STMT BATCH: 2009 STMT: ADAMS PAULA D, 2209 PAL	CSTM	
14729789	11/02/2009	SUPP	OCT 2009 NAO		
14725042	11/02/2009	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = OCT 2009 NAO, YEAR = 20(		
11278062	10/22/2008	STMT597264	2008 CURRENT STATEMENT TO OWNER / MAILED TO: WALKER DAVID R	STMT	

Save | Add | Delete | View Note | Print Window | Close Window

AGENDA ITEM #26.a.8.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis
Executive Assistant

May 3, 2013

DSC Properties
P.O. Box 959
Galveston, Texas 77553-0959

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on multiple Account No's

Dear Mr. Clark:

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 May 28, 2013. 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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

April 22, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for refund of penalty & interest
DSC Properties
3505-0428-0007-001; 3505-0428-0002-000
3505-0428-0003-001; 3505-0428-0003-002
3505-0428-0004-001

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.03 (a)"...The governing body of a taxing unit that collects its own taxes may provide, in the manner required by law for official action by the body, that a person who pays one-half of the units taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest before July 1 of the following year."

Mr. Clark is requesting a refund of penalty and interest on the account numbers listed above. Mr. Clark states he intended to participate in the split payment option however payments were postmarked December 5, 2012 therefore the accounts did not qualify as a split payment. The split payment due dates were shown on the 2012 tax statement sent in October.

Accounts	Year	Refund
3505-0428-0007-001	2012	$331.26
3505-0428-0002-000	2012	$27.66
3505-0428-0003-001	2012	$18.17
3505-0428-0003-002	2012	$18.02
3505-0428-0004-001	2012	$19.12

Sincerely,

Cheryl E. Johnson

8/14/13

I would like to request a late penality waiver for the month of March.

I orgenally paid a spilt payment on 12-5 - instead of 11-30-12.

I would appreciate your Consideration

Donal S. Clark
President
DSC Properties Inc

409-766-78

(10)

13 properties

3 (1) David LeBoeuf
(2) Eddie Guidry
(3) Donal S. Clark Jr
David LeBoeuf

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2012 Consolidated Tax Statement

ACCOUNT #: 350504280007001
CAD #: R103462

Property Location: 801 POSTOFFICE 77550
Acreage .1150
Legal Description:
ABST 628 PAGE 134 PT OF LOT 7 (7-1) BLK 428 GALVESTON

T0001-0246-D06464800000246

DSC PROPERTIES INC
PO BOX 959
GALVESTON TX 77553-0959

Appraised Land Value:		$16,640
Improvements/Personal Property Value:	+	$270,490
Total Market Value:		$287,130
Homestead Cap Adjustment:		
MTG/Agent:		
Sales Tax Savings: $325.93		
Assessment Ratio: 100%		

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$287,130	$0	$287,130	.59991500	$1,722.54
ROAD & FLOOD	$287,130	$0	$287,130	.00885500	$25.43
GALVESTON ISD	$287,130	$0	$287,130	1.1650000	$3,345.06
GALV CITY	$287,130	$0	$287,130	.55400100	$1,590.70
GALVESTON COMM COLLEGE DIST	$287,130	$0	$287,130	.18940000	$543.82
NAVIG DIST #1	$287,130	$0	$287,130	.04661800	$133.85

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$7,361.40**

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans – your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$7,361.40	$.00	**$7,361.40**	If paid in January	$7,361.40	$.00	**$7,361.40**
If paid in November	$7,361.40	$.00	**$7,361.40**	If paid in February	$7,876.70	$.00	**$7,876.70**
If paid in December	$7,361.40	$.00	**$7,361.40**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$1,722.54
ROAD & FLOOD	$25.43
GALVESTON ISD	$3,345.06
GALV CITY	$1,590.70
GALVESTON COMM COLLEGE DIST	$543.82
NAVIG DIST #1	$133.85
1ST payment due by November 30, 2012:	**$3,680.70**
2ND payment due by June 30, 2013:	**$3,680.70**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments – ***without penalty and interest*** – if proper amounts are paid by deadlines.

Not all governments offer split/half pay and ***full payment of their portion is required*** by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

Total Due January 31, 2013: **$.00**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Credit card checks not accepted! A $25.00 fee will be charged for all returned checks.

ACCOUNT #: 3505-0428-0007-001

CAD #: R103462

DSC PROPERTIES INC
P O BOX 959
GALVESTON TX 77553

- ☐ A change of address or other information included on back of coupon!
- ☐ First half split payment by November 30, 2012
- ☐ Payment in full by January 31, 2013
- ☐ O65/DP ¼ payment by January 31, 2013
- ☐ Please mail postcard receipt

000000R103462 0000736140 0000368070 0000000000 0000000000 3

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Deposit Status

Notes

Go To:

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03/21/2013 15:02:56
GCTO_PROD

Deposit | REMITTANCE | Detail

Summary Query

Deposit No. 761120512P | Account No. 350504280004001 | Remit Seq No. | Check No. | Payment Amount

Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	619031413P	03/14/2013	23248248	10420	CH	$20,863.42	$231.54	PA	350504280004001	DSC PROPERTIES INC
	761120512P	12/05/2012	21667516	10060	CH	$19,152.91	$212.40	PA	350504280004001	DSC PROPERTIES INC
	76601172012P	01/17/2012	19876479	09165	CH	$10,471.06	$426.98	PA	350504280004001	DSC PROPERTIES INC
	689011911P	01/13/2011	17599071	65215672	CH	$3,083.09	$428.51	PA	350504280004001	21168412-AMPCO SYS
	712031610P	03/16/2010	16093045	65207771	CH	$3,255.18	$448.91	PA	350504280004001	20880013-AMPCO SYS
	151031110T	03/01/2010	16056294	65207231	CH	$0.00	$448.91-	TR	350504280004001	20880013-AMPCO SYS
	712030510P	03/05/2010	16056294	65207231	CH	$2,694.72	$448.91	PA	350504280004001	20880013-AMPCO SYS
	638712030510	03/05/2010	16056146	65207231	CH	$2,694.72-	$448.91-	RV	350504280004001	DSC PROPERTIES INC
	712030510P	03/05/2010	16056146	65207231	CH	$2,694.72	$448.91	PA	350504280004001	DSC PROPERTIES INC
	591010609	12/29/2008	12946829	65194387	CH	$387.01	$387.01	PA	350504280004001	134016-AMPCO SYSTEI
	648122807P	12/21/2007	10355276	65182732	CH	$390.35	$390.35	PA	350504280004001	134016-AMPCO SYSTEI
	588010907PA	12/29/2006	8320594	65170850	CH	$449.16	$449.16	PA	350504280004001	134016-AMPCO SYSTEI
	563060718	07/18/2006	134021	65165646	CH	$356.23	$356.23		350504280004001	134021-AMPCO SYSTEI

Applied Total $5,484.46

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Deposit Status

Notes

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Deposit | REMITTANCE | Detail

Summary Query

Deposit No.: 761120512P
Account No.: 350504280003002
Remit Seq No.:
Check No.:
Payment Amount:

Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	619031413P	03/14/2013	23248248	10420	CH	$20,863.42	$218.25	PA	350504280003002	DSC PROPERTIES INC
	761120512P	**12/05/2012**	**21667516**	**10060**	**CH**	**$19,152.91**	**$200.22**	**PA**	**350504280003002**	**DSC PROPERTIES INC**
	766011720 12P	01/17/2012	19876479	09165	CH	$10,471.06	$402.49	PA	350504280003002	DSC PROPERTIES INC
	689011911P	01/13/2011	17599071	65215672	CH	$3,083.09	$403.93	PA	350504280003002	21168412-AMPCO SYS
	712031610P	03/16/2010	16093045	65207771	CH	$3,255.18	$422.98	PA	350504280003002	20880013-AMPCO SYS
	151031110T	03/01/2010	16056294	65207231	CH	$0.00	$422.98-	TR	350504280003002	20880013-AMPCO SYS
	712030510P	03/05/2010	16056294	65207231	CH	$2,694.72	$422.98	PA	350504280003002	20880013-AMPCO SYS
	638712030510	03/05/2010	16056146	65207231	CH	$2,694.72-	$265.51-	RV	350504280003002	DSC PROPERTIES INC
	638712030510	03/05/2010	16056145	65207192	CH	$1,233.20-	$157.47-	RV	350504280003002	DSC PROPERTIES INC
	712030510P	03/05/2010	16056146	65207231	CH	$2,694.72	$265.51	PA	350504280003002	DSC PROPERTIES INC
	712030510P	03/05/2010	16056145	65207192	CH	$1,233.20	$157.47	PA	350504280003002	DSC PROPERTIES INC
	591010609	12/29/2008	12946809	65194386	CH	$364.65	$364.65	PA	350504280003002	134016-AMPCO SYSTEI
	648122807P	12/21/2007	10355300	65182735	CH	$367.80	$367.80	PA	350504280003002	134016-AMPCO SYSTEI

Applied Total $5,463.15

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Appraisal & Collection Technologies - GALVESTON COUNTY

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Deposit Status

Notes

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Deposit REMITTANCE Detail

Summary Query

Deposit No. 761120512P

Account No. 350504280003001

Remit Seq No.

Check No.

Payment Amount

Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	619031413P	03/14/2013	23248248	10420	CH	$20,863.42	$220.07	PA	350504280003001	DSC PROPERTIES INC
	761120512P	12/05/2012	21667516	10060	CH	$19,152.91	$201.90	PA	350504280003001	DSC PROPERTIES INC
	76601172012P	01/17/2012	19876479	09165	CH	$10,471.06	$405.86	PA	350504280003001	DSC PROPERTIES INC
	689011911P	01/13/2011	17599071	65215672	CH	$3,083.09	$407.31	PA	350504280003001	21168412-AMPCO SYS
	712031610P	03/16/2010	16093045	65207771	CH	$3,255.18	$426.61	PA	350504280003001	20880013-AMPCO SYS
	1510311110T	03/01/2010	16056294	65207231	CH	$0.00	$426.61-	TR	350504280003001	20880013-AMPCO SYS
	712030510P	03/05/2010	16056294	65207231	CH	$2,694.72	$426.61	PA	350504280003001	20880013-AMPCO SYS
	638712030510	03/05/2010	16056145	65207192	CH	$1,233.20-	$426.61-	RV	350504280003001	DSC PROPERTIES INC
	712030510P	03/05/2010	16056145	65207192	CH	$1,233.20	$426.61	PA	350504280003001	DSC PROPERTIES INC
	591010609	12/29/2008	12946779	65194390	CH	$367.80	$367.80	PA	350504280003001	134016-AMPCO SYSTEI
	648122807P	12/21/2007	10356320	65182734	CH	$370.99	$370.99	PA	350504280003001	134016-AMPCO SYSTEI
	588010907PA	01/09/2007	8316612	65170853	CH	$426.88	$426.88	PA	350504280003001	134016-AMPCO SYSTEI
	563060718	07/18/2006	134019	65165644	CH	$337.78	$337.78		350504280003001	134019-AMPCO SYSTEI

Applied Total $5,248.75

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Appraisal & Collection Technologies - GALVESTON COUNTY

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Deposit Status

Notes

Go To:

KELLYM
ACT80122 v1.65

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GCTO_PROD

Deposit | REMITTANCE | Detail

Summary Query

Deposit No.: 761120512P
Account No.: 350504280002000
Remit Seq No.:
Check No.:
Payment Amount:

Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	619031413P	03/14/2013	23248249		CA	$3.00	$3.00	PA	350504280002000	DSC PROPERTIES INC
	619031413P	03/14/2013	23248248	10420	CH	$20,863.42	$331.93	PA	350504280002000	DSC PROPERTIES INC
	761120512P	12/05/2012	21667518	10060	CH	$19,152.96	$307.26	PA	350504280002000	DSC PROPERTIES INC
	76601172012P	01/17/2012	19876479	09165	CH	$10,471.06	$617.66	PA	350504280002000	DSC PROPERTIES INC
	689011911P	01/13/2011	17599071	65215672	CH	$3,083.09	$619.87	PA	350504280002000	21168412-AMPCO SYS
	712031610P	03/16/2010	16093045	65207771	CH	$3,255.18	$649.12	PA	350504280002000	20880013-AMPCO SYS
	151031110T	03/01/2010	16056294	65207231	CH	$0.00	$649.12-	TR	350504280002000	20880013-AMPCO SYS
	712030510P	03/05/2010	16056294	65207231	CH	$2,694.72	$649.12	PA	350504280002000	20880013-AMPCO SYS
	638712030510	03/05/2010	16056146	65207231	CH	$2,694.72-	$672.74-	RV	350504280002000	DSC PROPERTIES INC
	638712030510	03/05/2010	16056145	65207192	CH	$1,233.20-	$649.12-	RV	350504280002000	DSC PROPERTIES INC
	712030510P	03/05/2010	16056146	65207231	CH	$2,694.72	$672.74	PA	350504280002000	DSC PROPERTIES INC
	712030510P	03/05/2010	16056145	65207192	CH	$1,233.20	$649.12	PA	350504280002000	DSC PROPERTIES INC
	591010609	12/29/2008	12946742	65194391	CH	$559.61	$559.61	PA	350504280002000	134016-AMPCO SYSTEI

Applied Total: $7,880.15

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Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

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Deposit Status

Notes

Go To:

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Deposit REMITTANCE Detail

Summary Query

Deposit No. 761120512P

Account No. 350504280007001

Remit Seq No.

Check No.

Payment Amount

Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	619031413P	03/14/2013	23248248	10420	CH	$20,863.42	$4,012.00	PA	350504280007001	DSC PROPERTIES INC
	761120512P	12/05/2012	[illegible]	[illegible]	CH	$19,152.91	$3,680.66	PA	350504280007001	DSC PROPERTIES INC
	76601172012P	01/17/2012	19876479	09165	CH	$10,471.06	$7,398.96	PA	350504280007001	DSC PROPERTIES INC
	520122110PA	12/21/2010	17125617	7740	CH	$34,635.87	$7,425.28	PA	350504280007001	21100936-MILLERS SEA
	713012810P	01/28/2010	15580320	10624	CH	$30,273.93	$5,328.12	PA	350504280007001	20788208-CLARK & LEE
	642012709P	01/27/2009	13334015	2450	CH	$14,191.57	$7,474.66	PA	350504280007001	20161113-SOUTH-LANE
	638011408P	01/14/2008	10656748		CA	$0.06	$0.06	PA	350504280007001	86192-DSC PROPERTIES
	638011408P	01/14/2008	10656747	11323	CH	$8,757.11	$7,539.19	PA	350504280007001	86192-DSC PROPERTIES
	033007PO	03/30/2007	9321298	0694	CH	$7,403.99	$6,252.55	PA	350504280007001	N&M GROUP INC
	379060217	02/17/2006	86192	4107	CH	$6,348.24	$6,348.24		350504280007001	86192-DSC PROPERTIES
	440050523	05/23/2005	3236338	LATER	CH	$1,361.91	$1,361.91-		350504280007001	N&M GROUP INC
	379050131	01/31/2005	3236338	LATER	CH	$3,015.89	$3,015.89		350504280007001	N&M GROUP INC
	379050131	01/31/2005	3236338	LATER	CH	$1,361.91	$1,361.91		350504280007001	N&M GROUP INC
					Applied Total		$79,783.54			

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AGENDA ITEM #26.b.1.

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 9, 2013

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

RE: Clerical Error Waiver
Tax Account: 6654-0004-0004-000
Wiggins, James

Dear Judge Henry:

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

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property. ***The nature of this circumstance is a late ownership change for the tax years 2011-2012.***

Account Number	Year	Waiver
6654-0004-0004-000	2011	$ 12.97

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

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

February 12, 2013

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

Re: Tax Account(s) 6654-0004-0004-000 / R288513

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2011-2012 through the supplement roll process.

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

Respectfully,

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

RECEIVED
FEB 16 2013
RESEARCH

2011 SUPP 11
2012 SUPP 5

Galveston Central Appraisal District

CHANGE AUTHORIZATION

Notify Districts: GGA S16 CAO RFL Year: 2011 & 2012

Account Number: 6654-0004-0004-000 R288513

6654-0004-0004-000

CORRECTIONS

	FROM	TO
Name:	FITZPATRICK JOHN & SHERI R	WIGGINS JAMES C & JANICE ROGERS
Address 1:		1629 CORNICHE ST.
Address 2:		
City/State/ZIP		LEAGUE CITY, TX. 77573

CHANGE VALUE

	FROM		TO
LAND: Market		LAND: Market	
LAND: Agriculture:		LAND: Agriculture:	
IMPROVEMENTS:		IMPROVEMENTS:	
PERSONAL		PERSONAL	

EXEMPTION	ALLOWED	YEAR
HOMESTEAD		
OVER 65		
DISABILITY		
VETERAN		
EXEMPT		

ADD ENTITY CODE:

Reason C2525C1 - CLERICAL ERROR AFFECTING TAX LIABILITY CORRECT OWNRSHP FOR 2011 & 2012

Appraisal District Authorization: 2/12/13 Date:

RECEIVED FEB 1[illegible] RESEARCH

DAVID ARNOLD
Keypunched By: 2/12/13 Date:

Change Authorization 2000.xls

Completed 3-11-13

1/25/2013

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Page Safety Tools

Search Real Estate Index: Index Detail

Home | New Search | Refine Search | View Results | View Image | Save View | View Basket | Print Detail | Print Image | Next Item | Last Item | 2011016433 | Help

General | Legal Description | Related Documents

Document Detail

Instrument #: 2011016433
Multi Seq: 0
Date Filed: 03/31/2011 04:18:27 PM
Document Type: DEED
Book: 0
Page: 0
Remarks:
Pages in Image: 3
Image:

Grantor Names

1	P	KANE	LESTER
2	P	KANE	LAURA

Grantee Names

1	P	WIGGINS	JAMES
2	P	ROGERS	JANICE

Returnee

Name: ALAMO TITLE COMPANY
Address: 100 CYBERONICS DR STE 127
City, State, Zip: HOUSTON TX 77058

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: March 24, 2011

Grantor: LESTER KANE and LAURA KANE, husband and wife

Grantor's Mailing Address (including county):

1617 Cerniche
League City, Galveston County, Texas 77573-2993

Grantee: JAMES WIGGINS, a single person, and JANICE ROGERS, a single person

Grantee's Mailing Address (including county):

1629 Cerniche
League City, Galveston County, Texas 77573-6502

Consideration: For Ten and 00/100 Dollars and other valuable consideration.

Property (including any improvements):

The following described Apartment Unit, together with the use of the Limited Common Elements appurtenant thereto, and an undivided interest in the general common elements (together constituting and hereinafter collectively referred to as an Apartment Unit), located in and being a part of SOUTH SHORE HARBOUR SUBDIVISION DOCKOMINIUM MARINA PHASE I, a Condominium Marina

Page 1 of 3

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Done Internet 100%

AGENDA ITEM #26.b.2.

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 9, 2013

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

RE: <u>CLERICAL ERROR</u>
Tax Account: 3978-0000-0024-001
Gonsoulin, Mark & Gail

Dear Judge Henry:

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

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property. ***The nature of this circumstance is a late ownership change for the tax years 2009-2012.***

Account Number	Year	Waiver
3974-0000-0024-001	2009-2012	$157.46

Sincerely,

Cheryl E. Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

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

April 9, 2013

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

Re: Tax Account(s) 3978-0000-0024-001 / R197313

Dear Assessor/Collector:

The Galveston Central Appraisal District is issuing a change authorization and/or a supplemental roll correction on the above-referenced property record(s). Delinquent taxes, penalties and interest may have resulted from this correction or clerical error. The selected item below describes the nature of the circumstances regarding this matter.

- ☑ Late ownership update
- ☐ Incorrect ownership/mailing address listing
- ☐ Parcel maintenance related error

Comments:
Ownership was transferred in March of 2009. The Appraisal District did not update its records until March 0f 2013.

Please do not hesitate to contact me if you should have any questions.

Sincerely,

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

AGENDA ITEM #26.b.3.

E

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 7, 2013

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

RE: **CLERICAL ERROR**
Request for refund of penalty & interest
2768-0002-0002-000
Kruse, Carlton

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, on the above referenced tax accounts, and as listed below, due to a clerical error.

Mr. Cruse submitted his payment in a timely manner. However, the check was never received in our office. Mr. Cruse has supplied evidence of submitting the payment in a timely manner therefore this is a clerical error.

Account Numbers	Year	Refund
2768-0002-0002-000	2012	341.08

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Attn. Mark Henry/Rachael Crider

To Whom it may concern,

This last November 1, 2012 I wrote checks out to both GCTO (ck # 1042 for $3789.71) and CCISD (ck # 1041 for 4685.20) as payment and mailed off same day ,before end of year as in previous six years at this address. CCISD got their check however GCTO did not ; both sent regular U.S. mail with envelopes provided from each taxing authority. We have paid our taxes a timely manner for many years as home owners in Galveston and Harris county's in the last 25 years. My only fault was not balancing my Bank of America check book at the end of each month for cleared checks in Nov. and Dec. ; although done later. More than ample money was in this acct. (My father and step - father both passed away in mid November 2012. This was quite a set back, as were close to both.)

I received a post card (2/28/13) from GCTO by regular mail . I went to the GCTO in League City (3/6/13) and spoke to Melissa and a co-worker and took care of the taxes and penalties by writing a second check (ck # 1034 for $ 4130.79 on 3/6/13) Additional costs involved were the late fee charged as a result of the first check written (ck # 1042 for $ 3789.71 on 11/1/12) and stop payment cost of $ 30.00 from Bank of America for first check which is still floating around between U.S. mail and your receivir end. Please find copy's of all enclosed with this letter.

Further , I had to explain to our Chase mortgage lender the particulars of the above and steps taken. They too will be getting a copy of all you have asked for.

I understand that GCTO had mailing receipt problems as a result of closing a mailing address of GCTO's ; but again I used the enclosed envelope . Over the last couple of weeks I have been in correspondence with Melissa , Rachael , and then Gordon concerning our taxes and the possible mailing problem. As a note, we are not computer savy; we do not have a scanner or fax, although that is the format GCTO wants it in , so extra time and money. I am requesting the late fees be remitted back to my wife and I for the amount of $ 341.08 , although there are other cost incurred namely the stop payment fee and the business center cost for faxing services. This has caused extra time , money, and our record to be tarnished at both GCTO and our mortgage lender over something that was covered before due dates. As a closing note , my wife and I are Flight Attendants and are out of country most 9-5 regular working hours.

Sincerely , Carleton Kruse

Carleton Kruse 3/25/13

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

1034

3/6/13

GC TO
fourty one hundred + thirty dollars + seventy nine cents

Acct# 2768000200020000

[redacted]

BALANCE FORWARD
THIS ITEM 4130.79
BALANCE
DEPOSIT
OTHER
BALANCE FORWARD

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

2nd Check written

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

1042

11/1/12

GC TO
three thousand seven hundred + eighty nine dollars + seventy one cents

Acct# 2771-0000-0019-000
2768-0002-0002-000
2768-0002-0002-000

[redacted]

BALANCE FORWARD
THIS ITEM 3789.71
BALANCE
DEPOSIT
OTHER
BALANCE FORWARD

For added security, your name and account number do not appear on this copy.

See Brandy 3/6/13

NOT NEGOTIABLE

1st Check written

Copy of Original Check written and U.S. Mail sent 11/1/12.

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 276800020002000
CAD #: R430388

D06465000006552 -2
KRUSE CARLETON W & CHERYL
704 PEGASUS LN
LEAGUE CITY TX 77573

2012 Consolidated Tax Statement

Property Location: 704 PEGASUS LN 77573
Acreage .1800
Legal Description:
CONSTELLATION POINTE SEC 2 (2005) ABST 18, BLOCK 2, LOT 2, ACRES 0.180

Appraised Land Value:		$101,330
Improvements/Personal Property Value:	+	$268,670
Total Market Value:		$370,000
Homestead Cap Adjustment:		
MTG/Agent:		
Sales Tax Savings: $270.86		
Assessment Ratio: 100%		

Entity	Market Value	- Exemptions	= Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$370,000	$74,000	$296,000	.59991500	$1,775.75
ROAD & FLOOD	$370,000	$77,000	$293,000	.00885500	$25.95
LEAGUE CITY	$370,000	$37,000	$333,000	.59700000	$1,988.01

1st ✓

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$3,789.71**

CURRENT EXEMPTIONS: HOMESTEAD

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

2nd ✓ $4130.79

*Please contact your mortgage company before participating in split/half or quarterly payment plans – your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$3,789.71	$.00	**$3,789.71**	If paid in January	$3,789.71	$.00	**$3,789.71**
If paid in November	$3,789.71	$.00	**$3,789.71**	If paid in February	$4,054.99	$.00	**$4,054.99**
If paid in December	$3,789.71	$.00	**$3,789.71**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$1,775.75
ROAD & FLOOD	$25.95
LEAGUE CITY	$1,988.01
1ST payment due by November 30, 2012:	**$1,894.86**
2ND payment due by June 30, 2013:	**$1,894.85**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments – *without penalty and interest* – if proper amounts are paid by deadlines.

Not all governments offer split/half pay and *full payment of their portion is required* by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

Total Due January 31, 2013: **$.00**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount

Printed 03/06/13 @ 02:32:36 PM

Desktop View - Windows Internet Explorer

Interact

CARLETON E KRUSE
[redacted] SAV | CONSUMER

Bank of America

Session

One | Two | Three | Research

CARLETON E KRUSE

SEARCH | REMOVE | END

Accounts

[redacted]

Top Opportunities

BONUS EXISTING CARD: BON

TRANSFER OFFER

Options

- Refresh Profile
- New Account
- Work Items Window
- Commit
- Assoc. Verification System
- Privacy Choices
- Maintenance
- Collateral Exceptions
- Photo Security
- Print Forms
- Image Viewer
- Interact News
- Recent Items

ons | Fees | Stops/Holds | Notes | Scheduled Transfers | Interest | ODP/NSF | Stateme

Search

Type	Check Issue Date	Amount	Check Number
All	Date:	Amount:	Check Nbr:
Stops			
Holds			
Memo Credits			

RETRIEVE | RESET

Results

Select	Date Placed	Amount	Description	Reason
☑	3/6/2013	3,789.71	LOST	

MORE | DELETE

Banking Center Manager - Interacts | Location | System

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Bank of America

Cancelled Check cost $30.00

for original Check #1042

for House GETO payment

in 11/1/12

Printed 03/06/13 @ 02:32:32 PM

Desktop View - Windows Internet Explorer

Interact

CARLETON E KRUSE
[redacted] | SAV | CONSUMER

Bank of America

Hide

Session

One | Two | Three | Research

CARLETON E KRUSE

SEARCH | REMOVE | END

Accounts

[redacted] $24.97

[redacted] CCA $0.00

[redacted] ATM $0.00

Top Opportunities

BONUS EXISTING CARD: BON

TRANSFER OFFER

Options

- Refresh Profile
- New Account
- Work Items Window
- Commit
- Assoc. Verification System
- Privacy Choices
- Maintenance
- Collateral Exceptions
- Photo Security
- Print Forms
- Image Viewer
- Interact News
- Recent Items

ons | Fees | Stops/Holds | Notes | Scheduled Transfers | Interest | ODP/NSF | Stateme

Search

Type
- All
- Stops
- Holds
- Memo Credits

Check Issue Date
Date:

Amount
Amount:

Check Number
Check Nbr:

RETRIEVE | RESET

Results

es	End Series	Associate	Cost Center	Time Placed	Expiration Date
		NBK44IP	0005485	12:41:34	9/5/2013

MORE

DELETE

Banking Center Manager - Interact | Location | System

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Attn. Mark Henry Rachael Crider

To Whom it may concern,

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Sincerely , Carleton Kruse

Carleton Kruse

P.S. * The Check for payment, the billing statement, and the envelope sent off to GCTO was never sent back to us from the mail. A return address was on the envelope

* Please find enclosed the additional items Rachael requested.

2771·0000·0019·000
2768·0002·0002·000

Statement Period
10-19-12 through 11-16-12
B 11 0 A P PA 11
Number of checks enclosed: 0
Account Number: [redacted]

CARLETON E KRUSE
CHERYL L CLELAND

Deposit Accounts

Growth Money Market Savings - TX
Money Market Savings

CARLETON E KRUSE CHERYL L CLELAND

Your Account at a Glance

Account Number		[redacted]
Beginning Balance on 10-19-12	$	[redacted]
Deposits and Other Additions	+	1.58
Checks Posted	-	[redacted]
Other Subtractions	-	[redacted]
Ending Balance on 11-16-12	$	[redacted]

Annual Percentage Yield Earned this Statement Period: 0.08%
Interest Paid Year to Date: $33.00

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount($)
Interest Earned	11-16	1.58

Total Deposits and Other Additions $1.58

Money Market Savings Subtractions

Check #	Posting Date	Amount($)	Check #	Posting Date	Amount($)
1041	11-05	4,685.20	1044	11-09	1,030.50
1043*	11-13	1,210.77	1045	11-08	175.00

Total Checks Posted $7,101.47

* Gap in sequential check numbers.

Other Subtractions	Date Posted	Amount($)
Sams Club Des:Check Pymt Check #:1070 Indn:Xxxxxxxxxxxxxxxxx90931 Co ID:[redacted]	11-05	711.70

Total Other Subtractions $711.70

Daily Balance Summary

Date	Balance($)	Date	Balance($)	Date	Balance($)
Beginning	[redacted]	11-08	[redacted]	11-13	[redacted]
11-05		11-09		11-16	

AGENDA ITEM #26.b.4.

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 9, 2013

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

RE: <u>CLERICAL ERROR</u>
Account: 9700-3510-0043-002
Gejar LLC

Dear Judge Henry:

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

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property. ***The nature of matter on this account was a late ownership change for tax years 2009-2012.***

Account Number	Year	Waiver / Refund
9700-3510-0043-002	2009	$1,021.63
	2010	$966.78
	2011	$830.29

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

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Home | New Search | Refine Search | View Results | View Image | Save View | View Basket | Print Detail | Print Image | Next Item | Last Item | 2009057725 | Help

General | Legal Description | Related Documents

Document Detail

Instrument #: 2009057725
Multi Seq: 0
Date Filed: 10/16/2009 12:17:19 PM
Document Type: DEED
Book: 0
Page: 0
Remarks:
 # Pages in Image: 4
Image:

Grantor Names

1 P ENDLICH RALPH

Grantee Names

1 C GEJAR LLC

Returnee

Name: STEWART TITLE
Address: PICK UP
City, State, Zip:

General Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: October 15, 2009

Grantor: Ralph Endlich

Grantor's Mailing Address:

Ralph Endlich
Utendorfg 6-8/2
Wien, Austria A\1140

Grantee: GEJAR, LLC

Grantee's Mailing Address:

GEJAR, LLC
P O Box 84710
Pearland, Texas 77584

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Page 1 of 4...

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Done Internet 100%

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

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

January 7, 2013

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

Re: Tax Account(s) 9700-3510-0043-002 / R380907

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2009-2012 through the supplement roll process.

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

Respectfully,

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

AGENDA ITEM #26.b.5.

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 16, 2013

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

RE: **CLERICAL ERROR**
Request for waiver of penalty & interest
7055-0000-0017-006
Kruse, Carlton

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, on the above referenced tax accounts, and as listed below, due to a clerical error.

Mr. Do states he has multiple properties and mailed all of the payments in December. Three checks were received but one was not. Mr. Do has supplied evidence of submitting the payment in a timely manner therefore this is a clerical error.

Account Numbers	Year	Waiver
7055-0000-0017-006	2012	$15.92

Sincerely,

Cheryl E. Johnson

TAX DEDUCTIBLE ITEM ☐

936

Track Your Expenses

☐ Auto/Travel ☐ Education ☐ Medical/Dental
☐ Business ☐ Entertainment ☐ Savings
☐ Charities ☐ Food ☐ Taxes
☐ Clothing ☐ Home ☐ Utilities
☐ Dependent Care ☐ Insurance ☐ Other

2/17/12

Galveston County TAX
One hundred Seventy and 75/100

BAL. FOR'D	
ITEM AMOUNT	170.75
BALANCE	
DEPOSIT	
FOR'D	

For enhanced security your account number has been blocked out on this copy

Memo FM 1764

NOT NEGOTIABLE

RECEIVED
MAR 13 2013

Feb. 17 2013

To whom It May Concerns

I sent out 4 payments for my 4 properties, but some how 01 of them lost

I also send you a copy of the check for this account.

please take of the late fee. Because I pay on time

Thank you very m

Thang DO

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Deposit Status

Notes

Go To :

KELLYM
ACT80122 v1.65

05/09/2013 12:53:15
GCTO_PROD

DEPOSIT | Remittance | Detail

Summary Query

Deposit No.: H122012M151
Account No.: 109500000334017
Remit Seq No.:
Check No.:
Payment Amount:

Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	H122012M151	12/20/2012	21905178	000000002724	CH	$409.24	$409.24	PA	109500000334017	DO TUONG
	449120119TR	11/28/2011	19184276	000000000079	CH	$0.00	$2,259.77-	TR	109500000334017	21577134-DO TUONG
	RC111228	11/28/2011	19184276	000000000079	CH	$2,259.77-	$2,259.77-	TR	109500000334017	DO TUONG
	RC111228	11/28/2011	19184276	000000000079	CH	$2,259.77	$2,259.77	TR	109500000334017	21577134-DO TUONG
	L112911M151	11/28/2011	19184276	000000000079	CH	$2,672.45	$2,672.45	PA	109500000334017	DO TUONG
	720120810P	12/08/2010	16989848	33567660	CH	$321.30	$321.30	PA	109500000334017	21081355-FIRST AMERI
	720120810P	12/08/2010	16989800	33567662	CH	$94.04	$94.04	PA	109500000334017	20680948-FIRST AMERI
	527122909P	12/29/2009	14971282	7217	CH	$7,851.13	$415.03	PA	109500000334017	67087-BURKHALTER JA
	638122908P	12/29/2008	12761086	6978	CH	$7,667.78	$394.93	PA	109500000334017	67087-BURKHALTER JA
	L022608151	02/25/2008	11468596	000000000676	CH	$66.98	$66.98		109500000334017	BURKHALTER JAMES M
	530021808T	01/22/2008	10360062	6719	CH	$0.00	$271.44	TR	109500000334017	UNKNOWN

Applied Total $2,385.64

start | SnagIt/32 | Adobe Re... | 3 Intern... | Property ... | Search Desktop | 12:53 PM

12-20-12

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Search

Account Master | Account Status | Notes | Store Select List | Go To:

KELLYM
ACT8007 v1.40

05/09/2013 12:50:49
GCTO_PROD

Owner | ALT Owner | Legal Desc | Subdivision | Lawsuit | Mobile Home

Owner/Situs Search

Check All | Uncheck All

Select	Certified Owner	Parcel No.	Parcel Address	Account No.	Appr Dist No.	Amount Due	Paid Flag
☐	DO TUONG	13113	HWY 6	109500000334017	R511134	$.00	☑
☐	DO TUONG	906	16TH ST	624001620026000	R151525	$.00	☑
☐	DO TUONG & TAMY TRAN	12501	FM 1764	705500000017006	R129920	$15.92	☐
☐	DO TUONG & TAMY TRAN	4818	15TH ST	265501170004000	R209963	$.00	☑

Previous 100 Accounts | Search Unpaid Only ☐ | Next 100 Accounts | Total Amount Due $15.92

Other Properties

start | SnagIt/32 | Adobe Re... | 3 Intern... | Property ... | Search Desktop | KK 12:51 PM

AGENDA ITEM #26.b.6.

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 16, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: **CLERICAL ERROR**
Jackson, Mable P. Est
C/O Mary J. Jackson Hunnicutt
R204223, R204227, R204228, R204232, R204237, R185627, R185628

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, on the above referenced tax accounts, and as listed below, due to a clerical error.

Ms. Hunnicutt submitted her payment in a timely manner. However, the check was never received in our office. Ms. Hunnicut has supplied evidence of submitting the payment in a timely manner therefore this is a clerical error.

Account No.	Year	Waiver
5720-0002-0001-000	2012	$ 27.30
5720-0002-0006-000	2012	64.92
5720-0002-0008-000	2012	28.29
5720-0044-0001-000	2012	278.99
5720-0045-0006-000	2012	650.90
5721-0001-0005-000	2012	922.74
5721-0001-0006-000	2012	2,404.64
Total:		$4,377.78

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Jennette Hunnicutt
5655 Briar Drive
Houston, TX 77056
713-627-0101

April 30, 2013

Cheryl E. Johnson, RTA
Galveston County Tax Assessor
722 Moody Ave.
Galveston, TX 77550

RE: Property Tax Payments
R204223 R204227 R204228 R204232 R204237 R185627 R15627

Dear Ms. Johnson:

Thankfully, I was contacted by a tax relief company and was made aware that my above listed accounts for 2012 were not paid. Otherwise, I wouldn't have known because I recently had eye surgery and my husband has been very critically ill for the past year.

The check, #12283, for $17,700.74 (copy attached) was mailed on January 31, 2013 and was one of a batch of 16 checks. (Please see attached page from my account register.) You office is currently searching to see if the check has been misplaced.

We are paying the accounts online, today, for the amounts on the original check to avoid any penalties.

I am making a request to have late fees removed from the accounts. It would be greatly appreciated.

Thank you,

Jennette Hunnicutt

4:36 PM

04/30/13

Accrual Basis

Antigua
Register QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
Galveston County Tax Office							
Check	1/31/2013	12273	R374999 & R...	Moody		-SPLIT-	-79,444.88
Check	1/31/2013	12274	R138394, R2...	Moody		-SPLIT-	-907.11
Check	1/31/2013	12275	R185484 R13...	Moody		-SPLIT-	-4,993.75
Check	1/31/2013	12276	Jackson, Mab...	Moody		-SPLIT-	-15,012.56
Check	1/31/2013	12277	Jackson, Mab...	Moody		-SPLIT-	-666.80
Check	1/31/2013	12278	Jackson, Mab...	Moody		-SPLIT-	-533.44
Check	1/31/2013	12279	Jackson, Mab...	Moody		-SPLIT-	-7,823.93
Check	1/31/2013	12280	Jackson, Mab...	Moody		-SPLIT-	-2,971.40
Check	1/31/2013	12281	Jackson, Mab...	Moody		-SPLIT-	-3,100.75
Check	1/31/2013	12282	Jackson, Mab...	Moody		-SPLIT-	-1,680.45
Check	1/31/2013	12283	Jackson, Mab...	Moody		-SPLIT-	-17,700.74
Check	1/31/2013	12284	Jackson, Mab...	Moody		-SPLIT-	-2,306.78
Check	1/31/2013	12285	Jackson, Mab...	Moody		-SPLIT-	-1,977.90
Check	1/31/2013	12272	Hunnicutt, J.	Moody		-SPLIT-	-1,117.64
Check	1/31/2013	12286	R417962 - 13...	Moody		Property-Galve...	-3,659.47
Check	1/31/2013	12289	Jackson, Cliff...	Moody		-SPLIT-	-3,383.71
Total Galveston County Tax Office							-147,281.31
TOTAL							**-147,281.31**

ANTIGUA APARTMENTS
5006 SEAWALL BOULEVARD
GALVESTON, TX 77551

MOODY NATIONAL BANK
45-9/1131

12283

1/31/2013

PAY TO THE ORDER OF Galveston County Tax Office $ **17,700.74

Seventeen Thousand Seven Hundred and 74/100********** DOLLARS

R204223
R204227
R204228
R204232
R204237
R185627
R185628
Jackson, Mabel P. Est

⑈012283⑈ ⑆113100091⑆ 035⑈019⑈9⑈

ANTIGUA APARTMENTS 12283

Galveston County Tax Office		1/31/2013	
	R204223		243.77
	R204227		579.84
	R204228		252.58
	R204232		2,491.33
	R204237		2,312.38
	R185627		3,278.13
	R185628		8,542.71

Moody Jackson, Mabel P. Est 17,700.74

ANTIGUA APARTMENTS 12283

Galveston County Tax Office		1/31/2013	
	R204223		243.77
	R204227		579.84
	R204228		252.58
	R204232		2,491.33
	R204237		2,312.38
	R185627		3,278.13
	R185628		8,542.71

Moody Jackson, Mabel P. Est 17,700.74

4:36 PM

04/30/13

Accrual Basis

Antigua
Register QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
Galveston County Tax Office							
Check	1/31/2013	12273	R374999 & R...	Moody		-SPLIT-	-79,444.88
Check	1/31/2013	12274	R138394, R2...	Moody		-SPLIT-	-907.11
Check	1/31/2013	12275	R185484 R13...	Moody		-SPLIT-	-4,993.75
Check	1/31/2013	12276	Jackson, Mab...	Moody		-SPLIT-	-15,012.56
Check	1/31/2013	12277	Jackson, Mab...	Moody		-SPLIT-	-666.80
Check	1/31/2013	12278	Jackson, Mab...	Moody		-SPLIT-	-533.44
Check	1/31/2013	12279	Jackson, Mab...	Moody		-SPLIT-	-7,823.93
Check	1/31/2013	12280	Jackson, Mab...	Moody		-SPLIT-	-2,971.40
Check	1/31/2013	12281	Jackson, Mab...	Moody		-SPLIT-	-3,100.75
Check	1/31/2013	12282	Jackson, Mab...	Moody		-SPLIT-	-1,680.45
Check Lost	1/31/2013	12283	Jackson, Mab...	Moody		-SPLIT-	-17,700.74
Check	1/31/2013	12284	Jackson, Mab...	Moody		-SPLIT-	-2,306.78
Check	1/31/2013	12285	Jackson, Mab...	Moody		-SPLIT-	-1,977.90
Check	1/31/2013	12272	Hunnicutt, J.	Moody		-SPLIT-	-1,117.64
Check	1/31/2013	12286	R417962 - 13...	Moody		Property-Galve...	-3,659.47
Check	1/31/2013	12289	Jackson, Cliff...	Moody		-SPLIT-	-3,383.71
Total Galveston County Tax Office							-147,281.31
TOTAL							**-147,281.31**

5-2-13
All Checks posted & accounted for
except Ck # 12283 — cannot locate.
MK

View Note

2012 DELINQUENT POSTCARD REMINDER

Print Window

Close Window

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Deposit Status

Notes

Go To :

KELLYM
ACT80122 v1.65

ACCOUNT NO (720500000167005): PLEASE REFER TO MARK AT LAW OFFICE FOR ANY DISCUSSION REGARDING PAYMENT SCHEDULE

05/02/2013 11:30:42
GCTO_PROD

DEPOSIT Remittance Detail

Summary Query

Deposit No. H020813M151 | Account No. 720500000167005 | Remit Seq No. | Check No. | Payment Amount | Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	H020813M151	01/31/2013	23059051	000000001227	CH	$79,444.88	$64,175.22	PA	720500000167005	HUNNICUTT JENNETTE J
	H020813M151	01/31/2013	23059051	000000001227	CH	$79,444.88	$15,269.66	PA	720500000167006	HUNNICUTT JENNETTE J

CL# 12273

Applied Total $79,444.88

start SnagIt/32 3 Internet Explorer Search Desktop KK 11:31 AM

AGENDA ITEM #26.b.7.

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 14, 2013

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

RE: **CLERICAL ERROR**
Request for refund of penalty & interest
2355-0000-0057-000
McLeod E. Douglas

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, on the above referenced tax accounts, and as listed below, due to a clerical error.

Mr. McLeod submitted his payment in a timely manner. However, the check was never received in our office. Mr. McLeod has supplied evidence of submitting the payment in a timely manner therefore this is a clerical error.

Account	Year	Refund
2355-0000-0057-000	2012	$ 490.57

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Act # 23550000005700

March 4, 2013
53 Cedar Lawn Circle
Galveston, TX 77551

Commissioner Court
P.O. Box 1169
Galveston, Texas 77553

Dear Sirs:

On 11/13/12 I mailed a check for my homestead taxes for 5450.92 with the stub from the statement. I have been waiting for the receipt that I did not receive in my December or January statement.

I received notification that I was delinquent on this account that I have never been late for 45 years. The check is 5849 I'm enclosing my statement for checking as well as missing on bank statement.

Please waive the penalty and interest for me as I have been waiting for receipt. Enclosed is total due. I think it was lost or stolen.

Sincerely,
Jean W. McLeod
(Mrs. E. Douglas)

JOAN WILLIAMS McLEOD 10-87 5696
TDL 04916382
53 CEDAR LAWN CIR. 763-0136
GALVESTON, TX 77551

46-57/1131

3/4/13
Date

Pay to the Order of Cheryl E. Johnson RTA $5941.49

Five thousand nine hundred forty one + 49/100 Dollars

HomeTown Bank N.A.
Galveston • Friendswood • Alvin • League City

For 2355-0000005700 Joan W McLeod

⑆113100570⑆ 5696⑈ 23⑈ 2052⑈ 5⑈

new ck

Galveston, TX 77550

(No longer owner) I have sold this and called three times to you and Stewart Title — Send to: 2424 Mechanic Gal. TX 77550 Thanks

WILLIAMS WAY PRTNSP LTD
53 CEDAR LAWN CIR
GALVESTON , TX 77551

ACCOUNT NUMBER: 6513-0000-2420-011
NUMERO DE CUENTA: 6513-0000-2420-011

02/28

Commissioner Court
P.O. Box 1169
Galveston
Texas
77553

Commissioner
Attention: Patrick Hodges

Thus
E. DOUGLAS McLEOD
McLEOD PROPERTIES
OFFICE: ~~2010 STRAND~~ 53 Cedar Lawn Circle
GALVESTON, TEXAS 77550

04 MAR 2013 PM 5 L

Freedom Freedom
FOREVER FOREVER

HomeTown Bank N.A.

HOMETOWN BANK

11/27/2012 $5,000.00

HOMETOWN BANK ADVICE OF CHARGE

Joan W. McLeod
55 Cedar Lawn Circle
Galveston, TX 77551-4631
Deposit on 11/27/12 for 5000-
Error in addition, total amount
deposited s/b 4900-

2320525 $ 100.00

11/28/2012 $100.00

JOAN WILLIAMS McLEOD 5847

Home Depot

HomeTown Bank

11/14/2012 5847 $265.98

JOAN WILLIAMS McLEOD 5848

HomeTown Bank

11/13/2012 5848 $100.00

JOAN WILLIAMS McLEOD 5850

HomeTown Bank

11/13/2012 5850 $160.00

JOAN WILLIAMS McLEOD

HomeTown Bank

412 730

11/20/2012 5852 $3,637.00

JOAN WILLIAMS McLEOD

HomeTown Bank

JOAN WILLIAMS McLEOD

HomeTown Bank

JOAN WILLIAMS McLEOD

HomeTown Bank

JOAN WILLIAMS McLEOD

HomeTown Bank

JOAN WILLIAMS McLEOD

HomeTown Bank

JOAN WILLIAMS McLEOD

HomeTown Bank

AGENDA ITEM #26.c.

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 21, 2013

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

Re: Contract Approval for Redistricting Efforts by AIMS

Dear Judge Henry:

Upon approval of the County's newest redistricting plan by the Department of Justice, the Galveston County Voter Registration Department began analyzing the changes needed to the Texas Election Administration System (TEAM).

Although the changes seem simple for those not using TEAM, we estimate that it would take no less than five months to complete the changes, audit and make corrections. In order to utilize existing, experienced staff on this project, I would need to hire temps to assist with daily Voter Registration tasks while this project is underway. Our estimated total cost – in house – would be just under $30,000.

In order to determine whether an in-house effort was cost effective, we contacted Mr. John Yeager, owner of AIMS (Address Information Mapping Services) with whom we have had an on-going relationship over the last nine years (and for several years prior to my taking office). Mr. Yeager assisted us with the College of the Mainland Redistricting project this Spring as well as assisted with Texas House District changes last year. His estimates were $9,800 to complete by September 1st or $8,500 to complete by November 1. We would prefer the September 1 option as it will provide adequate time for us to perform the audit in-house without the need for temporary staffing. Overall, based on the cost, I believe hiring AIMS is more cost effective.

I respectfully request approval of this contract for services in the amount of $9,800 at the next commissioners meeting.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Attachment

5/17/2013

To: Cheryl E. Johnson, Tax Assessor-Collector
722 Moody St
Galveston, Texas 77550

From: John H. Yeager
9002 Hunters Trace
Austin, Tx 78758

Re: Redistricting work in TEAM for Precincts
Identification and Process in TEAM

AIMS
Address Information Management
Mapping
Marketing Services
Company and Associates
Voice: (512) 454-2467 Fax: (512) 323-2467
Email: main@aimsca.com Web: www.aimsca.com
Serving the needs of our clients since 1989

The project description and costs are as follows:

General Scope of the Project
Purpose of project is to set the voting precinct boundaries and County Commissioner boundary designation for each (appropriate) street record in the designated areas of change while maintaining all other Jurisdiction values as found in the record at the start of the project (prior to change).

Insuring the correct voting precinct and Commissioner precinct designations are assigned in TEAM while maintaining the existing value found in TEAM for other Jurisdictions, no research for validation of correctness of other Jurisdictions, unless otherwise instructed & compensated for.

Description: Identify areas of change to Precincts
Identify changes to streets & ranges for Precincts
Make changes to TEAM street data records via the street index & precinct management component.
Provide files for GCTO staff to audit work (content of audit files to be determined by GCTO)

Approvals: ASAP Not Later Than June 15, 2013

Completions: September 1, 2013 $9,800 November 1, 2013 $8,500

Option One: Completion November 1, 2013 $8,500 _____
Initial if option approved

Option Two: Completion September 1, 2013 $9,800 for Cheryl E Johnson
Initial if option approved

County agrees to remit payment within 30 days of completion of work. This proposal includes all work to be performed.

John H. Yeager, Owner — May 20, 2013
Date

Mark A. Henry, County Judge — Date

Witness: Dwight D. Sullivan, County Clerk — Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 5/21/2013	2. Contract Type: Expense Revenue Other		3. Renewal Contract: Yes / No
4. Department Name: Tax office		5. Department Contact: Cheryl Johnson	
6. Description: Redistricting Charges			
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey: 2107151552	10. Object Code: 5481000
11. Vendor:		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
Voter Regist	2107	10,000	$9800.00				
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date:	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date:	Contract # Issued By Purchasing:	

Approved By:	Signature	Date
Department Head:	Sherry R Swift for Cheryl E Johnson	5/22/13
Purchasing Agent:	[signature]	5-21-2013
County Legal:	Nancy Bozanson	5/22/13

Contract listed in Budget Documentation: Yes / No

County Budget Office:	[signature]	5/21/2013

Form Number:

Revised: 9/25/2012