



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 June 7, 2013 – 1:00 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 WORKSHOP AGENDA - 1:00 P.M. Commissioners Court Workshop Meeting Room

1. Call meeting to Order.
2. Discussion and overview of Odyssey and other computer systems.

REGULARLY SCHEDULED COMMISSIONERS COURT MEETING Convenes Immediately Following Workshop Commissioners Court Courtroom

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by the Auditor's Office:
 - a. Approval of Accounts Payable Check dated 6/4/13 and 6/11/13.
 - b. Order for Payroll period ending 6/5/13 Bi-Weekly #12.
 - c. Order for Supplemental Payroll period ending 6/5/13 Bi-Weekly #12.
 - d. Quarterly Audit Reports January - March 2013 for Justice of the Peace Precincts 1, 3, 5, and 7.

- *2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #11, May 9-22, 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. Consideration of *Authorization to Purchase Annual Truth in Taxation Software* submitted by the Tax Assessor/Collector.
- *5. Consideration of *accepting right of way deed on Parcel 116 required for the FM 646 project* submitted by the Right of Way Department.
- *6. Consideration of *accepting right of way deed on Parcel 142 required for the FM 646 project* submitted by the Right of Way Department.
- *7. Consideration of a *Resolution honoring Donna McGuire for her many years of dedicated service to the County of Galveston* submitted by County Legal.
- *8. Consideration of a *Resolution honoring Deputy Pierre Owens for his many years of dedicated service to the County of Galveston* submitted by County Legal.
- *9. Receive and file *contract with Ted Mora for JP Prosecutor Services* submitted by the District Attorney.
- *10. Consideration to *cancel and authorize a re-bid on the following RFQ* submitted by the Purchasing Agent:
 - a. RFQ #B131022 Real Estate Professional Pool
- *11. Consideration for *approval of appointing County Judge to Project Champion for Galveston County Projects* submitted by Information Technology.
- *12. Consideration of *approval for no cost change order between Galveston County and Edocument for Onbase Project* submitted by Information Technology.
- *13. Consideration of *approval for AIX 5.3 Technical Services and Support for IFAS IBM machines and products renewal* submitted by Information Technology.
- *14. Consideration for *approval of COGNOS license and ongoing maintenance from Sungard for One Solution upgrade* submitted by Information Technology.

Action Agenda

- 15. **Commissioner, Precinct 1**

- a. Consider and possibly approve Amended Order canvassing the results of the May 11, 2013 Galveston County Emergency Services District No. 2 Election in accordance with Texas Election Code Sec. 67.003.

16. **Community Services**

- a. Consideration of authorizing Purchasing Agent to advertise and accept bids on the Guardianship Program.

17. **County Architect**

- a. Consider Change Order 01 to PO C302255 - Burt's Air Conditioning and Heating Services that reduces the Contract Sum from \$44,400.00 to \$41,400.00 to adjust for a reduction in the scope of work in the build out allowance.

18. **County Engineer**

- a. Consideration of change orders no. 2A thru 7 to the Triple B Services, LLP contract for the FM 646 PTF project.
- b. Consideration of application from Rheta Cox and Laura Collard to convey portions of Outlot 415, Alta Loma Outlots in Santa Fe by metes & bounds without revising the plat.

19. **County Legal**

- a. Consideration of 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.
- b. Consideration of an Order granting various residence homestead exemptions from the 2013 Tax Levy pursuant to the provisions of V.T.C.A. Tax Code §11.13 and §11.131 submitted by County Legal.
- c. Consideration of an Order authorizing the split payment of 2013 ad-valorem taxes pursuant to the provisions of V.T.C.A Tax Code §31.03 submitted by County Legal.

20. **Information Technology**

- a. Request for authorization to advertise an RFP for replacement of mobile laptop computers and installation services for Sheriff's Office Patrol Units.

21. **Professional Services**

- a. Consideration of approval of Round 2.2 CDBG projects and engineers, as needed, and update on Round 1 and Round 2.2 presented by CDBG Project 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. 13-039-0607-A
Parks Department- Request to transfer budget to purchase a new ATV for the Bolivar Sticker Program.
 - 2. 13-040-0607-B
Justice Court Precinct #3 - Request for an intra-departmental transfer from Supplies and Materials to Travel and Education to cover expenditures through the end of the FY2013.
 - 3. 13-041-0607-C
Justice Court Precinct #8-1 – Request for an intra -departmental transfer from Books and Periodicals to Travel and Education to cover expenditures through the end of the FY2013.
 - 4. 13-042-0607-D
Justice Court Precinct #4 – Request to transfer budget to Travel and Education to cover expenditures through the end of the FY2013.

22. **Tax Assessor-Collector**

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

1.	<u>Name</u>	<u>Account</u>	<u>Year</u>	<u>Amount</u>
	Sarah Vonau	5076-0010-0058-000	2012	\$125.26
2.	Shelli Gregory	6691-0003-0001-000	2012	\$ 197.20

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

1.	<u>Name</u>	<u>Account</u>	<u>Year</u>	<u>Amount</u>
	Randall Aragon	2145-0000-0004-001	2012	\$93.25(R)
2.	Clifford Jones	1610-0001-0003-000	2012	\$12.04(R)

3.	Robert Martin	5291-0000-0817-000	2012	\$258.81(W)
4.	Henry Terrell	1715-0000-0017-000	2012	\$77.16(R)
5.	Delores Jackson	1115-0000-0005-000	2012	\$40.92(R)
6.	Joni Schirmer	7511-0000-0001-000	2012	\$76.98(R)
		6345-0003-0001-003	2012	\$55.56(R)
7.	Dorothy Milner	6893-0003-0005-000	2012	\$35.93(R)
8.	Candace Cantrell	3552-0004-0403-000	2012	\$41.85(R)
9.	Josephine Woodard	7331-0000-0005-000	2012	\$15.99(R)
10.	Allen Honish	1970-0000-0038-000	2012	\$102.79(R)
11.	Robert Martin	5291-0000-0817-000	2012	\$26.20(W)
12.	Pamela Troutman	8600-0558-4850-010	2012	\$3.56(R)
13.	Melvin Brown, Sr.	5120-0010-0028-000	2012	\$6.39(R)
		7665-0000-0013-000	2012	\$4.20(R)
		3510-0013-0010-000	2012	\$26.84(R)
		4347-0000-0039-000	2012	\$3.24(R)
		7665-0000-0014-000	2012	\$4.15(R)
		7665-0000-0015-000	2012	\$4.14(R)
		5120-0010-0006-000	2012	\$3.69(R)
		2735-0000-0020-000	2012	\$2.69(R)

		4347-0000-0038-001	2012	\$1.11(R)
14.	Henry Hans	5289-0000-0600-000	2012	\$120.16(R)
15.	Mitchell Porcelli	5960-0190-0013-000	2012	\$5.66(R)
		8300-5960-0190-001	2012	\$9.22(R)
16.	Sabet LTD	1642-0005-0005-000	2012	\$38.13(R)
17.	Wilson Hillman	6246-0097-0002-004	2012	\$194.80(R)
18.	Randall Odom	5135-0000-0076-000	2012	\$31.80(R)
19.	Kimberley Minton	5473-0010-0303-000	2012	\$453.08(W)
20.	Verna Yancy	2354-0002-0047-000	2012	\$139.52(R)
21.	Cecil Adams	4694-0000-0079-004	2012	\$7.92(R)
22.	Huis Behouden	0018-0022-0000-000	2012	\$6.96(R)
		0018-0023-0000-000	2012	\$13.71(R)
		0018-0021-0000-000	2012	\$198.36(R)
		0018-0019-0000-000	2012	\$160.28(R)
		0018-0020-0000-000	2012	\$267.20(R)
23.	Joseph Moore	5289-0000-0582-000	2012	\$258.89(R)
24.	Edgar Griffin	4207-0000-0070-000	2012	\$163.30
25.	Lynn Washington	2195-0000-0015-000	2012	\$70.72
26.	Ruth Touchstone	6246-0064-0007-000	2012	\$53.99
		2655-0002-0015-001	2012	\$134.81

Adjourn

Appearances before Commissioners Court

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

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

June 7, 2013

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

Honorable Judge and Members of the Court:

Attached for your consideration are Quarterly Audit Reports for the offices stated below. The audits covered the period of January, February and March of 2013.

Justice of the Peace, Precinct 1
Justice of the Peace, Precinct 3
Justice of the Peace, Precinct 5
Justice of the Peace, Precinct 7

Sincerely,

A handwritten signature in cursive script that reads "Jeff Modzelewski".

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

cc: Honorable Jim Schweitzer
Honorable Sonny James
Honorable Darrell Appfel
Honorable Toni Randall

Attachment: Quarterly Audit Report, Justice of the Peace, Precinct 1
Quarterly Audit Report, Justice of the Peace, Precinct 3
Quarterly Audit Report, Justice of the Peace, Precinct 5
Quarterly Audit Report, Justice of the Peace, Precinct 7



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First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, IT System

May 22, 2013

Honorable Jim Schweitzer
1922 Sealy
Galveston, Texas 77550

Honorable Jim Schweitzer:

The County Auditor's Office has examined the monthly reports of Justice of the Peace, Precinct 1 for the months of January 2013 thru March 2013. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 1. The objectives of the examination were to verify the mathematical accuracy of the reports¹, to determine if the reports were submitted in a timely manner², and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004³.

This report will be submitted to the Commissioner's Court on June 7, 2013. Please contact Kristin Bulanek at extension 5408 if you have any questions or comments regarding this report.

Sincerely,

A handwritten signature in cursive script that reads "Jeff Modzelewski".

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

¹ Local Government Code § 115.002. Examination of Books and Reports

(a) The county auditor shall carefully examine and report on all reports that are about the collection of money for the county and that are required to be made to the commissioners court.

(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and the correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.

(c) The auditor shall carefully examine the report made under Section 114.026 by the county treasurer, together with the canceled warrants that have been paid. The auditor shall verify those warrants with the register of warrants issued as shown on the auditor's books.

² Local Government Code § 113.022. Time for Making Deposits

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the funds are received.

(b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113 (a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

³ Code of Criminal Procedures Art 103.004[949] [1050] [1015]. Disposition of Collected Money

(a) Except as provided by Subsection (c), an officer who collects recognizance's, bail bonds, fines, forfeitures, judgments', jury fees, and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the County Treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the County Treasury by that date, the officer shall deposit the money in the County Treasury as soon as possible, but not later than the fifth regular business day after the date that the money is collected.



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Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, IT System

May 22, 2013

Honorable Sonny James
203 Vauthier Road
La Marque, Texas 77568

Honorable Sonny James:

The County Auditor's Office has examined the monthly reports of Justice of the Peace, Precinct 3 for the months of January 2013 thru March 2013. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 3. The objectives of the examination were to verify the mathematical accuracy of the reports¹, to determine if the reports were submitted in a timely manner², and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004³.

This report will be submitted to the Commissioner's Court on June 7, 2013. Please contact Kristin Bulanek at extension 5408 if you have any questions or comments regarding this report.

Sincerely,

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First Assistant in Charge
Director of Accounting

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LaToya Jordan
First Assistant, IT System

May 22, 2013

Honorable Darrell Apffel
2516 Texas Avenue
Texas City, Texas 77590

Honorable Darrell Apffel:

The County Auditor's Office has examined the monthly reports of Justice of the Peace, Precinct 5 for the months of January 2013 thru March 2013. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 5. The objectives of the examination were to verify the mathematical accuracy of the reports¹, to determine if the reports were submitted in a timely manner², and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004³.

This report will be submitted to the Commissioner's Court on June 7, 2013. Please contact Kristin Bulanek at extension 5408 if you have any questions or comments regarding this report.

Sincerely,

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First Assistant in Charge
Director of Accounting

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Director of Accounting

LaToya Jordan
First Assistant, IT System

May 22, 2013

Honorable Toni Randall
P.O. Drawer 8327
4500 10th Street
Bacliff, Texas 77518

Honorable Toni Randall:

The County Auditor's Office has examined the monthly reports of Justice of the Peace, Precinct 7 for the months of January 2013 thru March 2013. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 7. The objectives of the examination were to verify the mathematical accuracy of the reports¹, to determine if the reports were submitted in a timely manner², and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
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AGENDA ITEM #2.

Employee Pay Assignment Changes for Payroll Period : 5/9/2013 thru 5/22/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	Gr-St	Annual	Rate *	Reason
127100	District Attorney	HOWELL, JASON K	FTBE	13 ASSISTANT DISTRICT ATTORNEY	5/13/2013		22A1	\$56,012	2,154.32 B	APPOINTMENT
127100	District Attorney	MACLEOD, RYAN S	FTBE	26 SENIOR ASST DIST ATTORNEY	5/13/2013		22B1	\$57,412	2,208.18 B	REASSIGNMENT
127100	District Attorney	SIMS, BRANDON S	FTBE	26 SENIOR ASST DIST ATTORNEY		5/9/2013	22B1	\$57,412	2,208.18 B	TERMINATION
127100	District Attorney	TAYLOR, EMILY W	FTBE	55 ASSISTANT DISTRICT ATTORNEY	5/13/2013		22A1	\$56,012	2,154.32 B	REASSIGNMENT
127100	District Attorney	VANDEAVER, KACEY B	FTBE	89 SENIOR ASST DIST ATTORNEY	5/13/2013		22C1	\$58,848	2,263.39 B	PROMOTION
151600	County Treasurer	GARCIA, ZYLESTIA C	FTBE	7 SECRETARY/PAYROLL CLERK	5/13/2013		11A1	\$29,475	1,133.68 B	APPOINTMENT
159100	Information Technology	CALDERA, CARLOS	FTBE	31 DATABASE ADMINISTRATOR		5/13/2013	21C1	\$53,313	2,050.51 B	TERMINATION
159100	Information Technology	CULVER, JESSICA H	FTBE	5 CUST SUPPORT TECH I	5/9/2013		13A1	\$32,535	1,251.37 B	APPOINTMENT
170100	Facilities Svcs &	ROMERO, CESAR A	FTBE	19 FACILITIES MAINT MECH I	5/15/2013		12A1	\$30,967	1,191.07 B	APPOINTMENT
211133	Corrections-Sheriff	ALLEN, SHENIQUA S	FTBE	230 DEPUTY III	5/16/2013		15H1	\$42,689	1,641.91 B	CAREER LADDER
211133	Corrections-Sheriff	CROWELL, DAWN M	FTBE	192 DEPUTY III	5/9/2013		15H1	\$42,689	1,641.91 B	CAREER LADDER
211133	Corrections-Sheriff	CRUMMETT, JAMES R	FTBE	49 ENTRY LEVEL	5/13/2013		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	JOHNSON, ANDREW F	FTBE	200 ENTRY LEVEL	5/13/2013		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	SELDOW, BRITTANEY L	FTBE	153 DEPUTY II	5/9/2013		14G1	\$39,641	1,524.67 B	CAREER LADDER
211133	Corrections-Sheriff	SPRAGUE, JOHN D	FTBE	159 DEPUTY V	5/9/2013		17I1	\$49,506	1,904.11 B	REASSIGNMENT
211133	Corrections-Sheriff	TRAN, TOAN-KHOA H	FTBE	195 DEPUTY II	5/21/2013		14G1	\$39,641	1,524.67 B	CAREER LADDER
211133	Corrections-Sheriff	WILLIAMS, JENNIFER N	FTBE	227 DEPUTY III	5/16/2013		15H1	\$42,689	1,641.91 B	CAREER LADDER
211143	Patrol Division	PEREZ, ROSS	FTBE	12 DEPUTY V	5/9/2013		17J1	\$49,506	1,904.11 B	CAREER LADDER
211143	Patrol Division	HARDY, CRAIG W	PTNS	43 DEPUTY, PART-TIME	5/9/2013		0000	\$1,525	58.67 B	APPOINTMENT
211143	Patrol Division	ROESLER, JERAMY L	PTNS	51 DEPUTY, PART-TIME	5/13/2013		0000	\$1,525	58.68 B	APPOINTMENT
223700	Constable Pat #7 - Sharp	LARKIN, PATRICK M	FTBE	7 DEPUTY CONSTABLE-PCT 7	5/13/2013		15A1	\$35,913	1,381.28 B	PROMOTION
256118	Detention	TERRELL, DAVID L	FTBE	2 DEPUTY DIR OF DETENTION	5/9/2013		2200	\$65,840	2,532.34 B	CORRECTION
256118	Detention	WHITEST JR, JOE N	FTBE	49 JUVENILE SUPERVISION OFCR	5/9/2013		1200	\$32,201	1,238.52 B	REASSIGNMENT
312120	F.M. Lateral Road	HUTTJO, JERRY L	FTBE	43 HEAVY EQUIPMENT OPERATOR	5/22/2013		09A1	\$26,703	1,027.06 B	RET FROM W/COMP

AGENDA ITEM #3.



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
MAY 23 2013

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

GALVESTON COUNTY JUDGE

May 20, 2013

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

County: **Galveston**

Honorable Judge Mark 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,

A handwritten signature in black ink, appearing to read 'Stacy R. Whitehurst'. The signature is written in a cursive, flowing style.

Stacy R. Whitehurst

Encl.

SRW/lis

BACU1090

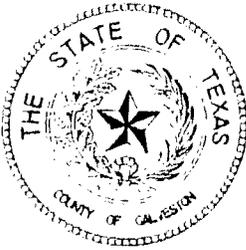
Date: 20-MAY-2013

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
S 3290 GULF FWY UNIT H	LEAGUE CITY TX 77573	13-MAY-2013	584688
2100 OAK ST	LA MARQUE TX 77568	16-MAY-2013	584762
W 1101 FM 517 UNIT ELAVAT	LEAGUE CITY TX 77539	15-MAY-2013	584740
4501 ATTWATER RD	TEXAS CITY TX 77590	16-MAY-2013	584761
1200 8TH AVS	TEXAS CITY TX 77590	16-MAY-2013	584759
5600 ATTWATER RD	TEXAS CITY TX 77590	16-MAY-2013	584757
N 8210 HUMBLE CAMP RD	DICKINSON TX 77539	16-MAY-2013	584756
2202 MOONSTONE CT	TEXAS CITY TX 77591	17-MAY-2013	584767
2218 ONYX CT	TEXAS CITY TX 77591	17-MAY-2013	584766
3553 1/2 PALMER HWY UNIT TFL	TEXAS CITY TX 77590	15-MAY-2013	584752
8520 ECRET DR	DICKINSON TX 77539	15-MAY-2013	584751

AGENDA ITEM #4.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department

1. Date of Request: 5/22/13	2. Contract Type: <u>Expense</u> Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Tax Office		5. Department Contact: Sherree Swift
6. Description: Truth in Taxation software needed to complete effective tax rates		
7. IFAS PEID No: 410588	8. IFAS Req No:	9. Orgkey: 1101151500
11. Vendor: ACT		10. Object Code: 5310000
12. Vendor Contract No:		
13. Requested Legal Review: Purchase of annual Truth in Taxation software - no contract Yes / No <input checked="" type="radio"/> (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Supplies & Materials	5310000	998. ⁰⁰					
22. Totals:		998. ⁰⁰					

To Be Completed By Purchasing Department

Contract Start Date: 5-1-2013	Auto Renewal Contracts: Yes / No	Bid Nos:
Contract End Date: 1-1-2014	Contract # Issued By Purchasing:	

Approved By: _____ Signature _____ Date _____

Department Head: Sherree Swift for CHERYL E. JOHNSON 5/22/13

Purchasing Agent: [Signature] 5-22-13

County Legal: _____

Contract listed in Budget Documentation: Yes / No

County Budget Officer: [Signature] 5/23/2013

INVOICE

DATE: May 22, 2013
TO: Galveston County Tax Office
722 Moody Avenue
Galveston, TX 77550

Invoice Number: 2013197

Product Description:

One Copy of Truth-in-Taxation Software for 2013 For 10 or More Entities From May 1, 2013 through January 1, 2014	\$998.00
--	----------

Total Amount Enclosed: \$

TRUTH-IN-TAXATION SOFTWARE LICENSE AGREEMENT

The Truth-in-Taxation software is provided to you by Appraisal & Collection Technologies (ACT) under the terms and conditions set forth below. Please read all the terms and conditions of this agreement before using the software. Use of the program indicates your acceptance of these terms and conditions.

1. License

This license confers to a single user the right to access and use the Truth-in-Taxation Software. You may use the program from more than one computer, provided that the program(s) is used by only one user. You may not distribute copies of the program or documentation to others.

You may not copy, modify, disassemble or transfer the program or documentation except as expressly provided in this agreement.

2. Copyright

The program and its related documentation are copyrighted. You may not copy the program except for backup purposes. All other copies of the program and its documentation are violations of this Agreement.

3. Terms

This license agreement is effective until January 1, 2014. You may terminate the license agreement at any time prior to January 1, 2014 by contacting ACT and terminating your log-in information. ACT may terminate this agreement if you fail to comply with the terms and conditions.

4. Transfer

If you transfer possession of the programs or any copy thereof to another party, the license is automatically terminated.

5. Limited Warranty

The program is provided "as is" without warranty of any kind. You assume responsibility for determining the suitability of the program for your use and for results obtained. ACT does not warrant, guarantee, or make any representations regarding the use of the program in terms of correctness, accuracy, reliability, or currentness. Your use of the program and results are solely at your own risk. **Except as specifically set forth herein, ACT disclaims all warranties, express or implied, arising out of or relating to the program or any use thereof, including (without limitation) any warranty whatsoever as to the fitness for a particular use or the merchantability of the program.** In no event shall ACT or anyone who has been involved in the creation or production of this product be liable for any direct, indirect, incidental, special or consequential damages (including without limitation, damages for loss of business profits, business expense, business interruption, loss of business information, other pecuniary loss, or damages caused by any deficiency, defect, error, or malfunction) arising out of the use of or inability to use this product, even if ACT has been advised of the possibility of such damages. ACT does not warrant the functions contained in these programs will meet your requirements or that the programs will be uninterrupted or error free.

AGENDA ITEM #5.



THE COUNTY OF GALVESTON

**RIGHT OF WAY /
REAL ESTATE SERVICES**

722 Moody, 1st Floor
Galveston, Texas 77550
May 28, 2013

(409) 770-5577
(281) 316-8300, Ext. 5577

Honorable Mark Henry, County Judge
Hon. Galveston County Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re: Parcel 116– F.M. 646
Limits: F.M. 1764 to S.H. 6

Gentlemen:

For your consideration, we are attaching copy of deed covering Parcel 116 required for the captioned F.M. 646 Project. Parcel 116, owned by Lisa & Mark Lancaster, consists of 1,077 square feet of land, improvements and damages. The damages are determined by difference between the fair market value of the property before the taking and the fair market after the taking. This parcel was appraised at \$141,471.00, broken down as follows:

1,077 s/f Land	\$ 3,231.00
Improvements	3,715.00
Damages due to proximity of house to new r/w	<u>134,525.00</u>
	\$141,471.00

TxDOT will reimburse the County for 90% of the right of way cost.

If you are agreeable to accepting this deed, please authorize issuance of a check in the amount of \$141,471.00 payable to South Land Title, who will be closing on the transaction.

Yours very truly,


Claudette Fickessen

cf
Encl.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



Form ROW-N-14
(Rev. 08/11)
Page 1 of 2

DEED

STATE OF TEXAS

§

ROW CSJ: 0978-01-032

§

Parcel 116 F.M. 646

COUNTY OF GALVESTON

§

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MARK A. LANCASTER and wife, LISA D. LANCASTER, of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Hundred and Forty-one Thousand, Four Hundred and Seventy-one & No/100 Dollars (\$141,471.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted



* N 1 4 *

authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2013.

Mark A. Lancaster

Lisa D. Lancaster

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on this the _____ day of _____, 2013, by Mark A. Lancaster and Lisa D. Lancaster

Notary Public's Signature

EXHIBIT A

County: Galveston
Highway: FM 646
Limits: From FM 517 to SH 6
ROW CSJ: 0978-01-032
ROW Account: 8012-02-068

Property Description for
Parcel 116

BEING a 0.025 of one acre (1,077 square feet) parcel of land located in the John Brennan Survey, Abstract No. 42, Galveston County, Texas, being a portion of Lot 1, Block 9 Triple Bar Estates of record in Volume 10, Page 59 of the Galveston County Map Records, Texas (G.C.M.R.), said Lot 1 conveyed to Mark Lancaster and wife, Lisa D. Lancaster by deed of record in County Clerk File No. 9350754, Film Code No. 009-35-1969 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.O.R.P.G.C.) said 0.025 of one acre being more particularly described as follows:

COMMENCING at a point in the northerly line of Lot 4, Block 9 of said Triple Bar Estates, being the southwesterly corner of that certain called 2.964 acres (calculated 2.953 acre) tract of land conveyed to Peter G. Kovacevich and wife, Cynthia A. Kovacevich by deed of record in County Clerk File No. 2002037954 Film Code No. 017-12-0609 O.P.R.O.R.P.G.C., thence as follows;

THENCE, North 87°58'54" East, along the southerly line of said 2.953 acre tract, being the northerly line of said Block 9, a distance of 214.82 feet to a 5/8-inch iron rod with an aluminum cap stamped "TxDOT" set in the proposed westerly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,214,006.93, Y = 13,707,495.43;

- 1.) THENCE, North 87°58'54" East, continuing along the southerly line of said 2.953 acre tract, being the northerly line of said Lot 1 Block 9, a distance of 9.78 feet to a point in the existing westerly right-of-way line of FM 646 (80 foot right-of-way) recorded in Volume 735, Page 457 of the Galveston County Deed Records (G.C.D.R.), being the southeasterly corner of said 2.953 acre tract, same being the northeasterly corner of said Lot 1, from which a 1-inch iron pipe found bears South 23°55' East, a distance of 0.68 feet;
- 2.) THENCE, South 01°57'35" East, along the existing westerly right-of-way line of FM 646, being the easterly line of said Lot 1, a distance of 110.00 feet to a point marking the intersection of the existing westerly right-of-way line of FM 646 with the existing northerly right-of-way line of E Bar Drive (60 foot right-of-way) recorded in Volume 10, Page 59, G.C.M.R., being the southeasterly corner of said Lot 1, from which a 1/2-inch iron rod found bears North 78°53' East, a distance of 0.41 feet;
- 3.) THENCE, South 88°01'23" West, along the existing northerly right-of-way line of E Bar Drive, being the southerly line of said Lot 1, a distance of 9.80 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right-of-way line of FM 646; **

EXHIBIT A

- 4.) THENCE, North $01^{\circ}56'53''$ West, along the proposed westerly right-of-way line of FM 646, a distance of 109.99 feet to the POINT OF BEGINNING and containing 0.025 of one acre (1,077 square feet) of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

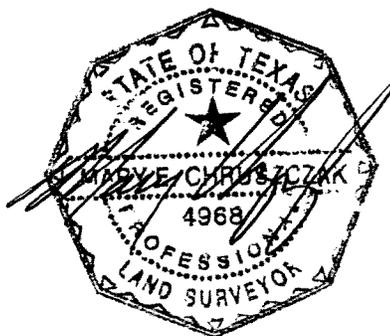
Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003.

Prepared By:

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel. 281-681-9766

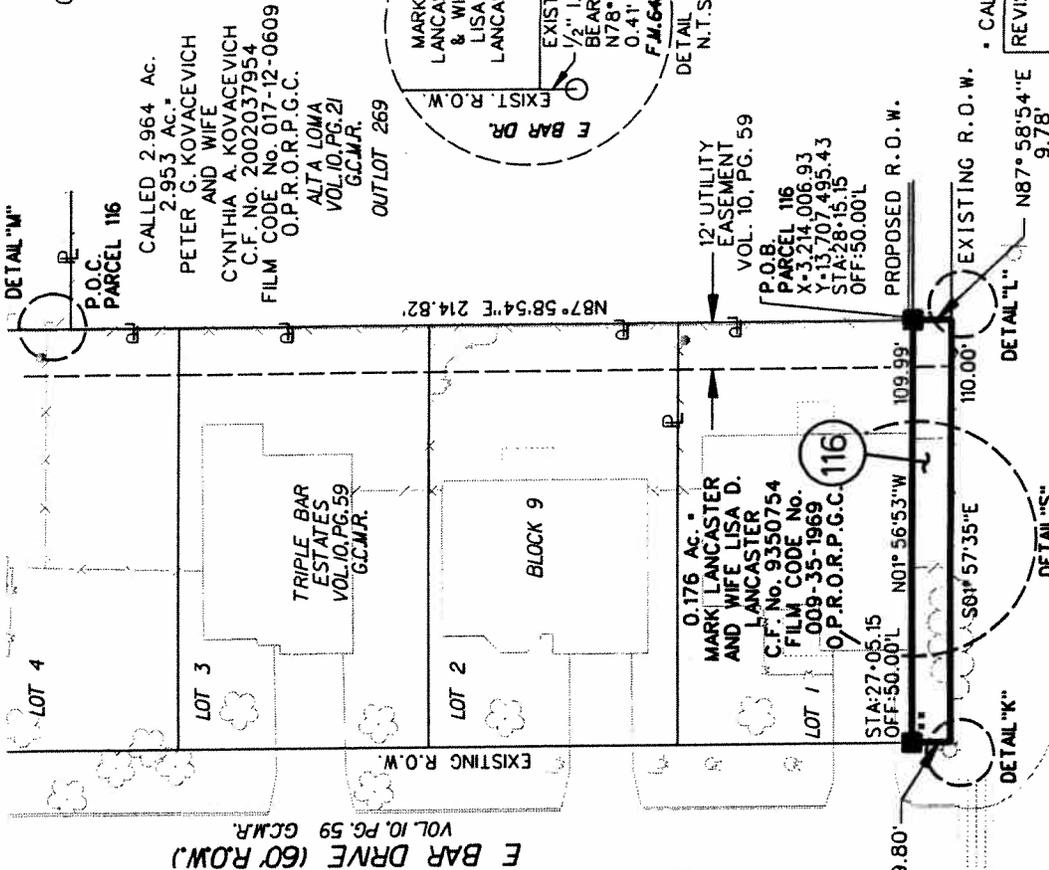
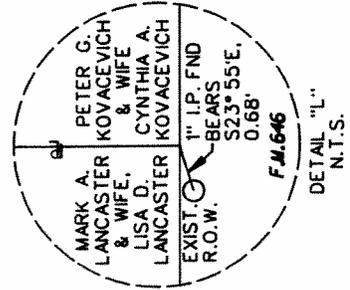
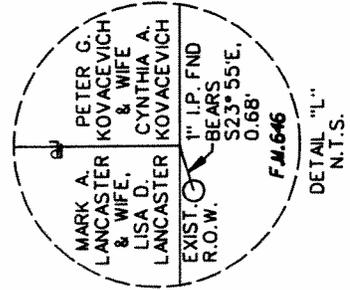
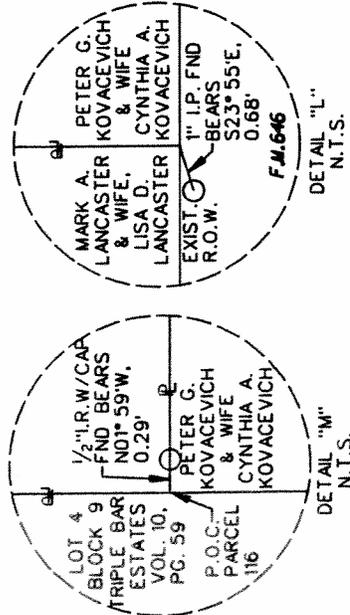


4-18-06

JOHN BREI AN SURVEY A-42

LEGEND

- Set 5/8" IR w/TxDOT Alum. Cap
- Fnd. 5/8" IR w/TxDOT Alum. Cap
- Set 3/4" Iron Rod with GS Cap (unless otherwise noted)
- Fnd. (Type Indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2'X2' GAS COVER
- ▨ PROPERTY LINE
- ▬ SURVEY LINE
- ▬ LANDHOOK
- BREAK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- STA. STATION
- OFF. OFFSET
- R.O.W. RIGHT OF WAY
- N.T.S. NOT TO SCALE



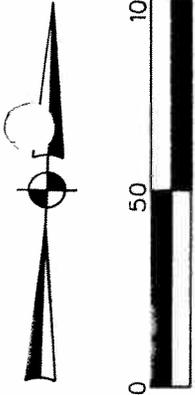
NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ.). ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013.
2. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
3. THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY, 2003. MAP COMPLETED APRIL, 2006.
4. PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
5. ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL.

E.T. MITCHELL SURVEY A-149

FM 646 (80' ROW)

DEED REFERENCES WITH VOL. AND PG. ARE OF THE GALVESTON COUNTY DEED RECORDS. G.C.M.R. INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F. INDICATES CLERKS' FILE NO. OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY.



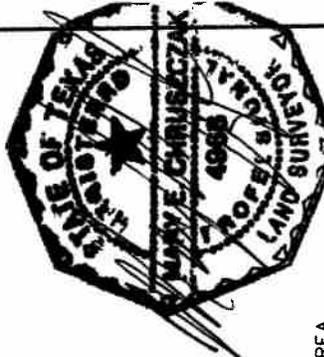
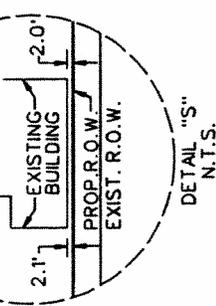
F.M. 646
RECORD INFORMATION
VOL. 735, PG. 457
G.C.D.R.

CALLLED 2.964 AC.
2.953 AC.
PETER G. KOVACEVICH AND WIFE
CYNTHIA A. KOVACEVICH
C.F. No. 2002037954
FILM CODE No. 017-12-0609
O.P.R.O.R.P.G.C.

ALTA LOMA
VOL. 10, PG. 21
G.C.M.R.

OUTLOT 269

MARK A. LANCHASTER & WIFE, LISA D. LANCHASTER
EXIST. R.O.W.
1/2" I.P. FND BEARS N78° 53'E, 0.41' F.M.646
DETAIL "S" N.T.S.



* CALCULATED AREA

REVISIONS:

4-18-06

EXISTING	TAKING	REMAINING
0.176 Ac.	0.025 Ac. 1,077 Sq. Ft.	0.151 Ac.

Geo Solutions, Ltd.

Tel. (281) 681-9766 Fax (281) 681-9779

PARCEL 116
FM 646
GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0978-01-032

AGENDA ITEM #6.



THE COUNTY OF GALVESTON

**RIGHT OF WAY/
REAL ESTATE SERVICES**

722 Moody, 1st Floor
Galveston, Texas 77550
May 29, 2013

(409) 770-5577
(281) 316-8300, Ext. 5577

Honorable Mark Henry, County Judge
Hon. Galveston County Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re: Parcel 142 – F.M. 646
Limits: F.M. 1764 to S.H. 6

Gentlemen:

For your consideration, we are attaching deed covering Parcel 142 required for the captioned F.M. 646 Project. Parcel 142, owned by Mr. & Mrs. Jerome P. Gerik, consists of 1,800 square feet of land, improvements & damages, appraised at a total of \$18,848.00. TxDOT will reimburse the County for 90% of the right of way cost.

If you are agreeable to accepting this transaction, please authorize issuance of checks payable to the owners, Jerome P. & Susan M. Gerik in the amount of \$15,564.00 and to Bank of America, Lien Holder, in the amount of \$3,284.00 for a total of \$18,848.00. Please have the deed recorded in the County Clerk's office with the original being returned to the Right of Way Department.

Yours very truly,


Claudette Fickessen

cf
Encl.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



Form ROW-N-14
(Rev. 08/11)
Page 1 of 2

DEED

STATE OF TEXAS

§ **ROW CSJ: 0978-01-032**

§ **Parcel 123 F.M. 646**

COUNTY OF GALVESTON

§

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, JEROME P. GERIK and wife SUSAN M. GERIK, whose marital status has remained unchanged since acquisition of the below mentioned property, of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Eighteen Thousand, Eight Hundred and Forty-eight & No/100 Dollars (\$18,848.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: Gate & Fencing

Grantors covenant and agree to remove the above-described improvements from said land by the 1st day of November 2013, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing, and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all of any part of such improvements not so removed shall pass to and vest in the grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same;

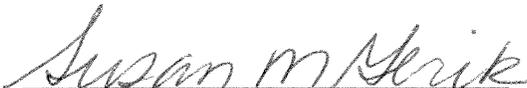


however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 18 day of May, 2013.

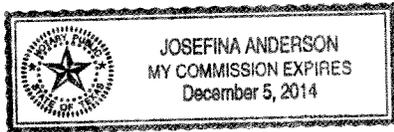

Susan M. Gerik


Jerome P. Gerik

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on this the 18 day of May, 2013, by Susan M. Gerik and Jerome P. Gerik.




Notary Public's Signature

EXHIBIT A

County: Galveston
Highway: FM 646
Limits: From FM 517 to SH 6
ROW CSJ: 0978-01-032
ROW Account: 8012-02-068

Property Description for
Parcel 142

BEING a 0.041 of one acre (1,800 square feet) parcel of land located in the Mary Austin Survey, Abstract No. 14, Galveston County, Texas, being a portion of Lot 9 out of the Thaman's First Subdivision of record in Volume 231, Page 6 of the Galveston County Map Records, Texas (G.C.M.R.) and being a portion of that certain calculated 3.866 acre tract of land conveyed to Jerome P. Gerik and wife Susan M. Gerik by deed of record in County Clerk File No. 9720256, Film Code No. 011-81-2685 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.O.R.P.G.C.), said 0.041 of one acre being more particularly described as follows:

COMMENCING at a point for the northwest corner of that certain calculated 5.661 acre tract of land conveyed to Calvary Crossroads Church by deed of record in County Clerk File No. 9809560, Film Code No 012-39-0855, O.P.R.O.R.P.G.C., being the southwesterly corner of said 3.866 acre tract, from which a 1/2-inch iron rod found bears South 00°44' West, a distance of 4.76 feet, thence as follows;

THENCE, North 88°03'13" East, along the southerly line of said 3.866 acre tract, being the northerly line of said 5.661 acre tract, a distance of 991.73 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,038.88, Y = 13,710,941.75;

- 1.) THENCE, North 01°55'00" West, along the proposed westerly right-of-way line of FM 646, a distance of 168.01 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the northerly line of said 3.866 acre tract, being the southerly line of that certain 9.528 acre tract of land conveyed to Bernice Dema Vail by deed of record in County Clerk File No. 2003002049, Film Code No. 017-90-2576, O.P.R.O.R.P.G.C., same being the northerly line of said Lot 9, also being the southerly line of Lot 10 of said Thaman's First Subdivision;
- 2.) THENCE, North 88°03'13" East, along the northerly line of said 3.866 acre tract, being the southerly line of said 9.528 acre tract, same being the common line of said Lot 9 and said Lot 10, a distance of 10.70 feet to a point in the existing westerly right-of-way line of FM 646 (100 foot right-of-way) recorded in Volume 735, Page 465, of the Galveston County Deed Records (G.C.D.R.), being the northeasterly corner of said 3.866 acre tract, same being the southeasterly corner of said 14.293 acre tract, from which a 1/2-inch iron rod found bears North 80°05' West, a distance of 0.32 feet;

EXHIBIT A

- 3.) THENCE, South $01^{\circ}55'43''$ East, along the existing westerly right-of-way line of FM 646, being the easterly line of said 3.866 acre tract, a distance of 168.01 feet to a point marking the southeasterly corner of said 3.866 acre tract, being the northeasterly corner of said 5.661 acre tract, from which a 1/2-inch iron rod found bears North $60^{\circ}23'$ West, a distance of 0.78 feet;
- 4.) THENCE, South $88^{\circ}03'13''$ West, along the southerly line of said 3.866 acre tract, same being the northerly line of said 5.661 acre tract, a distance of 10.73 feet to the POINT OF BEGINNING and containing 0.041 of one acre (1,800 square feet) of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003.

Prepared By:

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel. 281-681-9766



4-18-06

LEGEND

- Set 3/8" IR w/TxDOT Alum. Cap
- Fnd. 5/8" IR w/TxDOT Alum. Cap
- Set 1/8" Iron Rod with GS Cap (unless otherwise noted)
- Fnd. (Type indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2 X2 GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

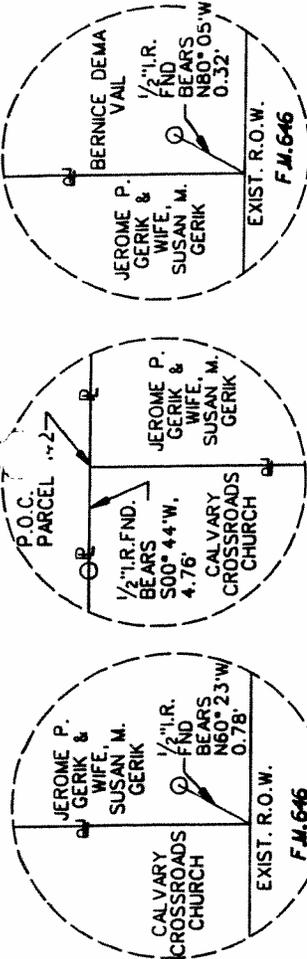
P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCING
 STA. STATION
 OFF. OFFSET
 R.O.W. RIGHT OF WAY
 N.T.S. NOT TO SCALE

DEED REFERENCES WITH VOL. AND PG. ARE OF THE GALVESTON COUNTY DEED RECORDS. G.C.M.R. INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F. INDICATES CLERKS FILE NO. OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY.

F.M. 646
 RECORD INFORMATION
 VOL. 735, PG. 465
 G.C.D.R.

NOTES:

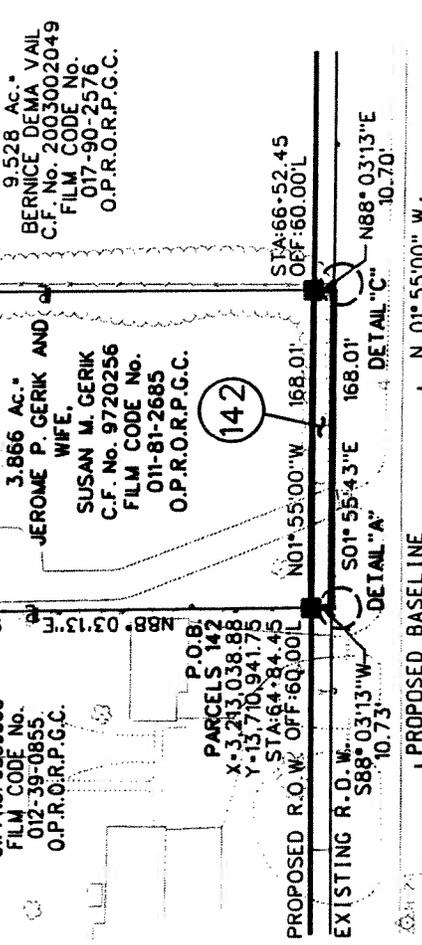
1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ.). ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013.
2. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
3. THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003. MAP COMPLETED IN APRIL, 2006.
4. PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
5. ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS



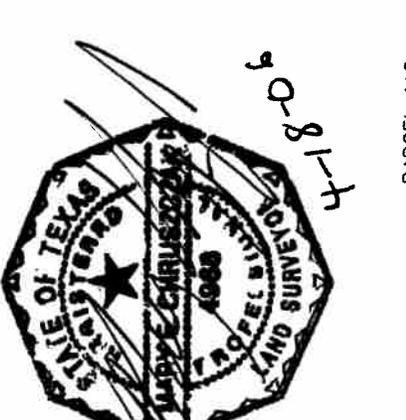
DETAIL "A"
 N.T.S.
 MARY AUSTIN SURVEY
 F.M. 646
 EXIST. R.O.W.

DETAIL "B"
 N.T.S.
 MARY AUSTIN SURVEY
 F.M. 646
 EXIST. R.O.W.

DETAIL "C"
 N.T.S.
 MARY AUSTIN SURVEY
 F.M. 646
 EXIST. R.O.W.



PROPOSED R.O.W. OFF: 60.00' 168.01'
 EXISTING R.O.W. OFF: 60.00' 168.01'
 N01°55'00"W 168.01'
 S01°55'43"E 168.01'
 N88°03'13"E 10.73'
 N 01°55'00" W 65-00 FM 646 (100' ROW)



EXISTING	TAKING	REMAINING
3.866 Ac.	0.041 Ac. 1,800 Sq. Ft.	3.825 Ac.
GeoSolutions, Ltd.		
Tel. (281) 681-9766		Fax (281) 681-9779
PARCEL 142		
FM 646		
GALVESTON COUNTY, TEXAS		
R.O.W. C.S. 1:0078-015.030		

* CALCULATED AREA
 REVISIONS:

1.

AGENDA ITEM #7.



COUNTY OF GALVESTON

On this the 7th day of June, 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, on May 31, one of Galveston County's most dedicated, beloved and devoted employees, **Donna McGuire**, retired from her position as the **Certified Shorthand Reporter** for the **Statutory Probate Court**; and

Whereas, **Donna** began her distinguished career as a contract employee in 1980 and became an employee on January 12, 1987. Since her first day of employment **Donna** was an invaluable asset to the many jurists that she served, always showing herself to be a devoted and compassionate individual with a flair for efficiency and organization. **Donna** was charged with assuring accurate dictation of thousands of trials and maintaining and protecting untold numbers of exhibits introduced into evidence. Without the conscientious, capable and work of stalwart individuals like **Donna McGuire**, the smooth operations of the courts in which she worked would have been severely hampered; and

Whereas, **Donna's** knowledge, skill, integrity, and dedication to duty were demonstrated on a daily basis for the over twenty-two years she worked for the **Hon. Raymond McGee**, the **Hon. Jerome Jones**, the **Hon. Gladys Burwell**, the **Hon. Lonnie Cox** and the **Hon. Kimberly Sullivan**. Her friendly attitude and skillful manners were well recognized and appreciated by those who have had the pleasure of coming in contact with her; and

Whereas, **Donna's** retirement will leave a void in the hearts of the people she had worked with for so long and so well. She will be sorely missed by all those who have had the privilege and honor of working with her; and

Whereas, the **Commissioner's Court of Galveston County, Texas** wishes to express its appreciation to **Donna McGuire** for her long and faithful service to the County and wishes her much-luck and good health in her future endeavors.

Now, Therefore Be it Resolved, that the **Commissioners' Court of Galveston County, Texas** issues this **Resolution of Appreciation** to **Donna McGuire** in thanks for her many years of faithful and unselfish dedication and devotion to all citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 7th day of June, 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 #8.



COUNTY OF GALVESTON

On this the 7th day of June, 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, on May 31, 2013, one of Galveston County's most dedicated, beloved and devoted public servants, **Deputy Sheriff Pierre Owens** retired from his position as **Court Bailiff** for the **56th District Court**; and

Whereas, **Deputy Owens** began his distinguished career with the **Galveston County Sheriff's Office** on April 11, 1985 when he was both assigned to the County Jail and instructed to transport prisoners. Over the next 17 years he came in contact with countless men and women charged with misdemeanors and felonies as well as hundreds of convicted felons. During this period of time he earned the reputation of being a courteous and fair individual and the respect of those with whom he transported and interacted. His reputation was justly recognized by his superiors and as a result of his exceptional record and his kind demeanor, in 2002, he was assigned to the position of **Court Bailiff** of the **56th District Court**; and

Whereas, during his tenure as **Court Bailiff**, **Deputy Owens** faithfully, tirelessly, completely, and exceptionally protected the litigants and their attorneys, prosecutors, witnesses, court observers, visitors and staff and jurists of the Court; and

Whereas, over the years countless jurors, parties, witnesses, attorneys, and staff have regularly commented that **Deputy Owens** has efficiently, cheerfully, and professionally performed his duties as **Court Bailiff** in such a manner that the time such individuals spent in the **56th District Court** was, by and large, a pleasurable experience; and

Whereas, the **Hon. Norma Venso**, the **Hon. Lonnie Cox** and the staff of the **56th District Court** have also stated that while **Deputy Owens** was in attendance, they felt secure and safe under his protection. His dedication, skill, integrity, and bravery will be missed by everyone who has had the privilege and honor of working with him; and

Whereas, the **Commissioners' Court of Galveston County Texas** wishes to express its appreciation to **Deputy Pierre Owens** for 28 years of excellent service to the County of Galveston.

Now, Therefore, Be It Ordered that the **Commissioners' Court of Galveston County, Texas** issues this **Resolution of Appreciation** to **Deputy Pierre Owens**, thanking him for his many years of faithful and unselfish dedication and devotion to all citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 7th day of June, 2013.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

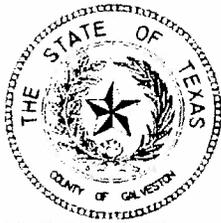
Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct #3

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

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #9.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

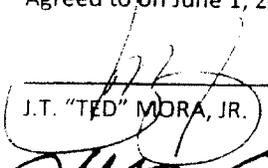
To Be Completed By Department							
1. Date of Request: <u>5.23.13</u>		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: <u>District Attorney</u>				5. Department Contact: <u>Laura Wilkerson-Smith</u>			
6. Description: <u>SPECIAL PROSECUTOR - JP Courts</u>							
7. IFAS FEID No: <u>134270</u>		8. IFAS Req No:		9. Orgkey: <u>1101127100</u>		10. Object Code: <u>5481000</u>	
11. Vendor: <u>J. TED MORA, JR.</u>				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
<u>Contract Serv</u>	<u>1101</u>	<u>168,200</u>					
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: <u>10/1/12</u>		Auto Renewal Contract: Yes / No <input checked="" type="radio"/>		Bid No: <u>N/A</u>			
Contract End Date: <u>09/30/13</u>		Contract # Issued By Purchasing: <u>CM13221</u>					

Approved By:	Signature	Date
Department Head:		
Purchasing Agent:		<u>5-21-2013</u>
County Legal:		<u>5/21/13</u>
Contract listed in Budget Documentation: Yes / No		
County Budget Office:		<u>5/21/2013</u>

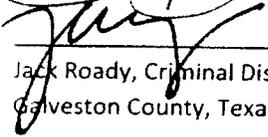
**CONTRACT TO PROVIDE PROSECUTOR SERVICES
TO GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY**

1. Parties to this agreement are Jack Roady, Criminal District Attorney of Galveston County, and J.T. "Ted" Mora, Jr.
2. The term of this agreement begins on the date agreed/signed and terminates on September 30, 2013, and may be cancelled by any of the parties conditioned upon one (1) week written notice to the other parties.
3. Criminal District Attorney Jack Roady agrees to appoint J.T. "Ted" Mora, Jr. to the position of Special Prosecutor to represent the State in all proceedings in all of the Justice of the Peace Courts in Galveston County, Texas, on an as-needed basis.
4. J.T. "Ted" Mora, Jr. agrees to represent the State of Texas as Special Prosecutor in all proceedings in all of the Justice of the Peace Courts in Galveston County, Texas, on an as-needed basis, including the preparation of all necessary forms/documents, approval of peace bonds, and prosecution of court and jury trials.
5. This agreement is based on an average of, but not limited to, a minimum of twenty hours work per week.
6. Travel/transportation costs incurred by J.T. "Ted" Mora, Jr. necessary to perform these services are not reimbursed by the County.
7. Equipment costs (such as computer, telephone, and fax machine) are not reimbursed by the County.
8. In consideration for the services stated above, J.T. "Ted" Mora, Jr. will be paid \$1538.46 bi-weekly by Galveston County.
9. In the event J.T. "Ted" Mora, Jr. is temporarily prevented by illness or emergency from performing his duties outlined above, the Office of the Criminal District Attorney will represent the State of Texas in the proceedings. It is the responsibility of J.T. "Ted" Mora, Jr. to contact the Office of the Criminal District Attorney any time he is prevented from performing his duties to insure that he has an agreement for a substitute prosecutor to act in his absence.
10. In the event J.T. "Ted" Mora, Jr. is prevented by illness or emergency from performing his duties outlined above for any extended period of time, the Office of the Criminal District Attorney will withhold payment to J.T. "Ted" Mora, Jr. for such period.
11. J.T. "Ted" Mora, Jr. will abide by all policies and procedures set out by the Galveston County Criminal District Attorney's Office and Criminal District Attorney Jack Roady.

Agreed to on June 1, 2012.



J.T. "TED" MORA, JR.



Jack Roady, Criminal District Attorney
Galveston County, Texas

AGENDA ITEM #10.a.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

May 31, 2013

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

Re: RFQ #B131022 Real Estate Professional Pool

Gentlemen,

RFQ #B131002, Real Estate Professional Pool, was opened on May 30, 2013. At the time of opening, no proposals were received.

It is requested that this solicitation be cancelled and authorization be granted to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus", is written over a long, thin horizontal line that extends across the page.

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

AGENDA ITEM #12.

Professional Services

SCOPE CHANGE ORDER

GALVESTON COUNTY

edocument
RESOURCES

6101 Baker Road, Suite 207
Minnetonka, MN 55345

Phone 952.607.3500
Fax 952.607.3777

Version Control

Document Attributes

Document Name	Change Order #3136.2 for Financial & Administrative Solutions
Publish Date	05.20.2013
Current Revision Number	0.3
Responsible Group	Professional Services
Author	Tim Nelson
Document Expiration Date	06.15.2013

Revision History

Version Number	Date	Responsibility (Author)	Description
0.1	05.20.2013	Tim Nelson	Initial draft
0.2	05.22.2013	Tim Nelson	Changed the hours that will be reallocated to reflect only unused hours remaining under the testing, training, and production deployment phases. All other current line items such as discovery, design, development, and project management will remain the same.
0.3	05.24.2013	Tim Nelson	Reduced hours from supplemental discovery and added them to supplemental design

RACI Chart

Name	Position	E-mail address	*	R	A	S	C	I
Jerry Lynch	PS Director	jlynch@edocumentresources.com			X			X
Jason Engen	Account Manager	jengen@edocumentresources.com				X		X
Tim Nelson	Bid Manager	tnelson@edocumentresources.com		X				X
John Clarke	Applications and Infrastructure Manager	John.Clarke@co.galveston.tx.us	X				X	X
JJ Allen	Administrative Coordinator	jj.allen@co.galveston.tx.us					X	X
James Johnson	CTO	James.Johnson2@co.galveston.tx.us					X	X

Column Key	<p>* – Authorize: This individual has ultimate signing authority for any changes to the document.</p> <p>R – Responsible: Person responsible for creating this document.</p> <p>A – Accountable: Person accountable for accuracy of this document.</p> <p>S – Supports: Individuals providing supporting services in the production of this document.</p> <p>C – Consulted: Individuals providing input (interviewee, etc.).</p> <p>I – Informed: Individuals who must be informed of any changes.</p>
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RACI Chart	2
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Scope.....	5
Professional Services Fees	5
Facsimile or Electronic Copy	6

Overview

As of May 1st, the remaining number of hours related to the following Testing, Training, and Production Deployment line items for the FY13 Financial & Administrative Solutions project are listed below.

Line Item	Back File Conversion	Hours Budgeted	Hours Spent	Hours Remaining
6	Testing	16	0.00	16.00
7	Training	8	0.00	8.00
8	Production Deployment	8	0.00	8.00
Line Item	Purchasing Department	Hours Budgeted	Hours Spent	Hours Remaining
13	Training	64	61.00	3.00
14	Production Deployment	24	18.00	6.00
Line Item	Auditor's Office	Hours Budgeted	Hours Spent	Hours Remaining
18	Testing	44	0.00	44.00
19	Training	64	0.00	64.00
20	Production Deployment	24	0.00	24.00
Line Item	Human Resources Department	Hours Budgeted	Hours Spent	Hours Remaining
24	Testing	44	0.00	44.00
25	Training	64	0.00	64.00
26	Production Deployment	24	0.00	24.00
Line Item	Treasurer's Office	Hours Budgeted	Hours Spent	Hours Remaining
29	Testing	44	0.00	44.00
30	Training	64	0.00	64.00
31	Production Deployment	24	0.00	24.00
Line Item	Professional Services	Hours Budgeted	Hours Spent	Hours Remaining
34	Testing	44	0.00	44.00
35	Training	64	0.00	64.00
36	Production Deployment	24	0.00	24.00
Line Item	County Legal	Hours Budgeted	Hours Spent	Hours Remaining
41	Testing	44	0.00	44.00
42	Training	64	0.00	64.00
43	Production Deployment	24	0.00	24.00
Total		780.00	79.00	701.00

Here is a summary of the hours remaining by project phase for the departments listed above as of 5/1/13.

Phase	As-Is Total
Testing	236.00
Training	331.00
Production Deployment	134.00
Grand Total	701.00

In an effort to cover overages in the Discovery, Design, and Development phases, Galveston County has agreed to perform testing, training, and production deployment for the remainder of the project which will allow eDoc to reallocate the unused hours to supplemental tasks which includes the following items:

Task Description	To-Be Total
Supplemental Discovery	70.00
Supplemental Design	137.00
Supplemental Development	494.00
Grand Total:	701.00

This work agreement will serve as a change order to the Statement of Work titled "SOW3136 – V02 – Galveston County - OnBase Implmentation" dated October 10th, 2012 and signed on October 16th, 2012 by and between Galveston County and eDocument Resources (eDoc) and are incorporated therein by reference.

Scope

Reconcile process for line item invoicing (based on Project Tasks) with PO Number C302065 (based on Project Cycles). The line item changes in the Professional Services Fees section are for reconciliation only and will not change the cost of the overall project resulting in a \$0 Change Order.

Professional Services Fees

Line Item	Tasks	Hours	Cost
New	Supplemental Discovery	70.00	\$10,850.00
New	Supplemental Design	137.00	\$21,235.00
New	Supplemental Development	494.00	\$76,570.00
6	Backfile Conversion - Testing	(16.00)	(\$2,480.00)
7	Backfile Conversion - Training	(8.00)	(\$1,240.00)
8	Backfile Conversion - Production Deployment	(8.00)	(\$1,240.00)
13	Purchasing Department - Training	(3.00)	(\$465.00)

14	Purchasing - Production Deployment	(6.00)	(\$930.00)
18	Auditor's Office - Testing	(44.00)	(\$6,820.00)
19	Auditor's Office - Training	(64.00)	(\$9,920.00)
20	Auditor's Office - Production Deployment	(24.00)	(\$3,720.00)
24	Human Resources - Testing	(44.00)	(\$6,820.00)
25	Human Resources - Training	(64.00)	(\$9,920.00)
26	Human Resources - Production Deployment	(24.00)	(\$3,720.00)
29	Treasurer's Office - Testing	(44.00)	(\$6,820.00)
30	Treasurer's Office - Training	(64.00)	(\$9,920.00)
31	Treasurer's Office - Production Deployment	(24.00)	(\$3,720.00)
34	Professional Services - Testing	(44.00)	(\$6,820.00)
35	Professional Services - Training	(64.00)	(\$9,920.00)
36	Professional Services - Production Deployment	(24.00)	(\$3,720.00)
41	County Legal - Testing	(44.00)	(\$6,820.00)
42	County Legal - Training	(64.00)	(\$9,920.00)
43	County Legal - Production Deployment	(24.00)	(\$3,720.00)
Total		0.00	\$0.00

All other line items that are not listed above will remain the same.

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court.

Facsimile or Electronic Copy

For purposes of this Change Order, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Change Order and shall be given the same force and effect.

Agreement

This work agreement is bound by the terms and conditions of the Master Agreement between eDoc and Galveston County. The signature listed below will serve to authorize the engagement of eDocument Resources services as described in this document.

This Agreement and all its provisions are accepted by:

Galveston County

Company Name ("Client")

eDocument Resources, LLC

Company Name ("eDoc")

By (Signature)

By (Signature)

Mark A. Henry, County Judge

Printed Name and Title

Printed Name and Title

Galveston County Courthouse
722 Moody, 2nd Floor

Address

6101 Baker Rd. Suite 207

Address

Galveston, TX 77550

City, State, Zip

Minnetonka, MN 55345

City, State, Zip

____ / ____ / ____
Dated

____ / ____ / ____
Dated

Attest: _____
Dwight D. Sullivan, County Clerk

AGENDA ITEM #13.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 5/28/2013		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> /No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: AIX 5.3 technical services and support for IFAS IBM machines and products.							
7. IFAS PEID No: 407754		8. IFAS Req No:		9. Orgkey: 1101159100		10. Object Code: 5423000	
11. Vendor: IBM Corporation				12. Vendor Contract No:			
13. Requested Legal Review: <u>Yes</u> /No (Explain if No) No, standard terms and conditions.							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maint/Repairs Equipment	5423000	36,000.00	13134.96				
22. Totals:		36,000	13,135				
To Be Completed By Purchasing Department							
Contract Start Date: 05/15/2013		Auto Renewal Contract: Yes/No		Bid No: N/A			
Contract End Date: 05/14/2014		Contract # Issued By Purchasing: CM13223					

Approved By:	Signature	Date
Admin Coor		05-28-13
Purchasing Agent:		5-30-2013
County Legal:		

Contract listed in Budget Documentation: Yes / No

County Budget Office:



INFORMATION
TECHNOLOGY

5WH- AIX 5.3 SERVICE SUPPORT AGREEMENT

What: AIX 5.3 Service Support Agreement

Who/Project: IFAS - IBM Unix Servers/Machines

Where: IT Data Center

When: Start Date 5/15/2013
End Date 5/14/2014

Why: AIX 5.3 technical services and support for IFAS IBM machines and products

How: Obtain service contract from IBM for service and support. See attach contract.

Planned	<i>Item</i>	<i>Qty</i>	<i>Unit \$</i>	<i>Total \$</i>
Costs:	SWMA ALF One Time Charge	1	\$2,792.00	\$2,792.00
	Maintenance Charges	1	\$8,208.00	\$8,208.00
	Service Charges	1	\$2,134.96	\$2,134.96
			Total	\$13,134.96

Notes:

Charge to:

Submitted by: Rebecca Labinato Date: 5/23/13
Requestor

Approved by: John Clark Date: May 23/13
Supervisor/Coordinator



INFORMATION
TECHNOLOGY

INSTRUCTIONS:

- What:** Describe the project, system, equipment and/or services being proposed or requested
- Who/Project:** Name the County Office(s), IT Team(s) et al. involved in this proposed action. If this is part of an established budgetary "Project" e.g., LEJIS, name the project.
- Where:** Identify where the proposed work will be done or the items will be installed.
- When:** Indicate the when the what will be needed and used
- Why:** Provide explanation(s), reason(s) and/or justification(s) for proposal
- How:** Explain the process for procurement whether that be by going out for bids, quotes, rfp or to a proprietary vendor.
- Costs:** Provide planned/estimated costs
- Notes:** Provide any additional information you think will be helpful in a decision process

Sign, date and submit completed form via your chain of command for review.

International Business Machines Corporation

GALVESTON COUNTY
GALVESTON COUNTY
INFORMATION TECHNOLOGY
2020 SEALYST
GALVESTON TX 77550-2321

April 29, 2013

Subject: Proposal for IBM Services

Reference: AC4TKJ

Dear Joy,

Thank you for your interest in doing business with IBM. This proposal will allow you to customize your service contract to meet your current and future requirements. The Master Services Attachment, any applicable Statement of Work, Change Authorization, and the Schedule, contain the services we discussed and will allow you to add additional services as your requirements change.

The Master Services Attachment, any applicable Statement of Work, Change Authorization, and the Schedule will constitute the Agreement between us, once it is signed by both parties. The prices and terms and conditions are valid through July 28, 2013 provided your contract start date is on or prior to this date. If your contract start date is after the date listed above, this quote is for planning purposes only and is subject to change.

We appreciate your business, and look forward to delivering these services to you. Thank you for doing business with IBM.

NOTE: If Software Maintenance is part of your proposal, After License Fees may apply if proposal is signed after proposal start date. (see schedule)

Sincerely,

Jan Purser
HWMA/SWS



Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:

GALVESTON COUNTY
GALVESTON COUNTY
INFORMATION TECHNOLOGY
2020 SEALYST
GALVESTON TX 77550-2321

Customer Billing Address:

GALVESTON COUNTY
GALVESTON CTY AUDITORS
OFF
PO BOX 1418
GALVESTON TX 77553-1418

Master Services Attachment Number: MA0CNIH1

Statement of Work Number: AC4TKJ

Change Authorization Number: 03614774

Customer Number:

Charge Period Charges / Payment Plan (Inclusive of MES):

WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 2,792.00
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
MMS for Nortel One Time Charges: 0.00
One Time Charges: 0.00

Schedule Number: AC4TKJ

Revised Schedule: No

Schedule Effective Date: 04/29/2013

Proposal Reference Date: 05/15/2013

AC4TKJ

No

04/29/2013

05/15/2013

Transaction Contract Period:

Start Date: 05/15/2013

End Date: 05/14/2014

Renewal Contract Period: 1 Year(s)

Charge Period:

Start Date: 8,208.00

End Date: 2,134.96

13,134.96

1

Accumulated Adjustment Invoicing option: N

05/15/2013
05/14/2014

Automatic Inventory Increase Option Applies: N
Machine Maintenance Services Option #1: N
Software Services Option #2: N
Price Protection Option: Opt#1 Annual Price Protection
Pricing Method: Line Item

Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not sign this Schedule, unless either of us requests it.

Agreed to:

GALVESTON COUNTY

By: _____
Authorized signature

Name (type or print): _____

Date: _____

Agreed to:

International Business Machines Corporation

By: _____
Authorized signature

Name (type or print): _____

Date: _____

EBM Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges ¹⁾
03614774	GALVESTON COUNTY	2020 SEALYST, INFORMATION TECHNOLOGY, GALVESTON TX 77560-2321	10,342.96
Total			10,342.96

Note: One Time Charges are not included in the Total



Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Mfg	Type	Mod/Feat	Add/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty.	Type of Svc.	Maint. Svc.	Charges ¹	Charges Start	Charges Stop
Specified Location: 03614774 City, State: GALVESTON TX 77550-2321												
IBM	9133	55A		0000D260G		SYSTEM P5	1	B	1	3,708.00		
		6592				ULTRA320 SCSI 4-PACK	1					
		6593				ULT320 SCSI 4-PCK FOR DISK M	1					
		8309				2WAY 1.65GHZ PWR5+ PROC.CARD	1					
IBM	9133	55A		0000D261G		SYSTEM P5	1	B	1	4,500.00		
		1991				36/72 4MM INTERNAL TAPE DRIVE	1					
		6592				ULTRA320 SCSI 4-PACK	1					
		6593				ULT320 SCSI 4-PCK FOR DISK M	1					
		8309				2WAY 1.65GHZ PWR5+ PROC.CARD	1					
Subtotal Without MES										8,208.00		
Subtotal With MES										8,208.00		
Total Charge Period Charges for Maintenance Machine List Without MES										\$8,208.00		
Total Charge Period Charges for Maintenance Machine List With MES										\$8,208.00		

See Legend for Details



Schedule for ServiceElite

Services List

Customer Technical Contact Name (if applicable):
 Customer Primary Technical Contact name :
 Customer Primary Technical Contact phone number :

-----Eligible Machine Description-----

Type	Model	Serial/Order Number	Support Service	Product Group / Service Option	Qty.	Charges ⁴	Services Start	Charges Start	Charges Stop
------	-------	---------------------	-----------------	--------------------------------	------	----------------------	----------------	---------------	--------------

Specified Location: 03614774

City, State: GALVESTON TX 77550-2321

SWMA FOR AIX STD EDITION

879.48

SOFTWARE MAINTENANCE
 E5
 CHARGEABLE PROCESSORS 2
 FULL SHIFT 1

9133 55A 0000D260G

SWMA FOR AIX STD EDITION ALF

AFTER LICENSE FEE
 CUST NOT CURRENT > 12 MTHS 1,396.00 O
 NUMBER OF PROCESSORS
 NUMBER OF PROCESSORS
 E5

9133 55A 0000D260G

SE FOR AIX 5.3

E5
 SUPPORT
 PRIME SHIFT

04/30/2015
 04/30/2015

9133 55A 0000D260G

SWMA FOR AIX STD EDITION

879.48

SOFTWARE MAINTENANCE
 E5
 CHARGEABLE PROCESSORS 2
 FULL SHIFT 1

9133 55A 0000D261G

SWMA FOR AIX STD EDITION ALF

AFTER LICENSE FEE
 CUST NOT CURRENT > 12 MTHS 1,396.00 O

See Legend for Details



Schedule for ServiceElite

Services List

-----Eligible Machine Description-----

Type	Model	Serial/Order Number	Support Service	Product Group / Service Option	Qty.	Charges [†]	Services Start	Charges Start	Charges Stop
9133	55A	0000D261G	SE FOR AIX 5.3	NUMBER OF PROCESSORS NUMBER OF PROCESSORS E5	1	376.00			04/30/2015
9133	55A	0000D261G		E5 CHARGEABLE PROCESSORS SUPPORT PRIME SHIFT	2				04/30/2015
					1				04/30/2015
Subtotal						2,134.96			
Total Charge Period Charges for Services List						\$ 2,134.96			

Note: One Time Charges are not included in these totals.
See Legend for Details



Schedule for ServiceElite

Legends: ¹ Charge adjustments related to inventory and Service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)
TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
- D) This type of repair Service includes a response objective and is not a guarantee.
- E) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
- F) This type of repair Service includes a response objective and is not a guarantee.
- G) EasyServe (remotely delivered services) MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of Non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Non-IBM Machines - Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

- A (C) indicates a Machine that will have usage charges billed separately.
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service.
- An (F) indicates an assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer.
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services coverage.
- An (M) indicates a Miscellaneous Equipment Specification (MES) on order is not installed and applicable pricing not included.
- A (K) indicates assumptive Products included in the total Charge Period Price that are based on the customer provided configuration.
- An (N) indicates that the Product is a non-GSA Schedule item .
- An (O) indicates a one time charge.
- A (P) indicates a Machine or Service with coverage on a non-CHIS contract.
- An (S) indicates a manual order installation date change.
- An (R) indicates the usage charge rate (feet, hours, or impressions) for a Machine under a usage plan.
- A (U) indicates usage charges which are measured in either feet, hours, or impressions.
- A (W) indicates a Machine under warranty.
- An (X) indicates On-order Products which are shown for planning purposes only.
- A (Y) indicates On-order MES Products which are shown for planning purposes only. These charges are included in the related Machine. ⁵ Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



Change Authorization for ServiceElite

Each of us agrees to amend the referenced Master Services Attachment for ServiceElite ("Attachment") and the associated terms for IBM Software Maintenance to include:

AIX 5.3 Service Extension Support

1. Scope of Service

Under this Service IBM will provide remote technical support services for basic how-to, usage, known and new defect support for the Eligible Machines and Supported Products. The terms specified in this section "AIX 5.3 Service Extension" are only applicable to this specific Service and will expire when this Service expires.

You will receive AIX 5.3 Service Extension Support for the Eligible Machines and Supported Products that are identified as such within the Schedule. The Schedule will also specify the hours of support coverage for the Eligible Machines and Supported Products as applicable. Any newly acquired Eligible Machines and Supported Products may be added upon your written request, and once accepted by IBM will be reflected via a Schedule and may result in changes to the charge for this Service.

2. Definitions

Full Shift - is 24 hours a day, seven days a week, including national holidays.

Off Shift - is all hours outside of Prime Shift.

Prime Shift - is 8:00 a.m. to 5:00 p.m. in the local time zone where your U.S. based Primary Technical Contact resides, Monday through Friday (excluding national holidays).

Response Time - is the elapsed time between receipt of a submission by IBM Remote Technical Support, and the acknowledgment and initial disposition of the submission.

Severity 1 - is a (Customer Critical Problem) critical business impact which means you are unable to use the program and has no known work around, resulting in a critical disruption to business operations.

Severity 2 - is a significant business impact, which means the program is usable but severely limited.

Severity 3 - is some business impact, which means the program is usable with less significant features.

Severity 4 - is a minimal business impact, which means the problem causes little impact on operations or that a reasonable circumvention to the problem has been implemented.

Supported Products - refer to the Supported Products listing for the end of service at: <http://www-03.ibm.com/services/supline/products/>

Technology Level - is an accumulation of fixes, new device support and programming enhancements that is used for preventive maintenance on AIX.

3. Service Description

3.1 AIX Support

3.1.1 IBM Responsibilities

IBM provides remote usage, known and new defect assistance only to your Information Systems ("IS") technical support personnel. This assistance is not available to your end users. This assistance will provide support to United States ("U.S.") callers only for the U.S. English versions of the Supported Products installed on systems which are physically located in the U.S.

Electronic response is only available during Prime Shift. Electronic access and response details may be found at: <http://www.ibm.com/support/handbook>

Usage and known defect support is available during Full Shift for Severity 1 and during Prime Shift for Severity 2, 3 and 4 problems. New defect support is available during Full Shift for Severity 1 problems and during Prime Shift for Severity 2, 3, and 4 problems.

IBM will:

- provide you with basic, short duration, remote assistance for installation (or reinstallation), usage and configuration questions;
- provide assistance with questions regarding product documentation related to the Supported Products;
- determine an applicable resolution which may include patches or workarounds;
- review diagnostic information to assist in isolation of a problem cause (which would include, assistance interpreting traces and dumps for installation problems); and
- provide assistance on Supported Product known defects for which available corrective service information and program fixes are available and for which you are entitled to receive support under the terms of the IBM Program license.

Response Criteria:

IBM will use commercially reasonable efforts to respond, by telephone, to service calls from you within two hours during Prime Shift. IBM's initial response may result in resolution of your request or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request. During Off Shift IBM will use commercially reasonable efforts to respond to service calls which you specify to be Customer Critical Problems within two hours. Also during Off Shift hours of coverage, IBM will use commercially reasonable efforts to respond to all other severity service calls within four hours.

3.1.2 Your Responsibilities

You agree to:

- have an IBM software maintenance agreement in place for the duration of this Service on the machines listed in the Schedule;
- pay any communication charges associated with accessing this Service unless IBM specifies otherwise;
- ensure you are properly licensed to use all software Supported Products for which you request assistance;
- for usage and known defect support, ensure that systems covered are at Technology Level 10, 11, or 12, and if requested by IBM, you will install the latest available corrective service pack or Technology Level in the event complex debugging or in-depth problem determination is required. For systems at Technology Levels lower than Technology Level 10, usage and known defect support is not available for complex debugging, root cause determination or source code analysis. An update to a higher technology level may be required for problem resolution. Current service packs are documented at the fix central website at <http://www-933.ibm.com/support/fixcentral/>;

- e. for new defect support, ensure that systems covered are at Technology Level 12, and if requested by IBM, you will install the latest corrective service pack;
- f. ensure that any access codes IBM provides to you are used only by your authorized personnel;
- g. designate a technically qualified representative (called "Primary Technical Contact") who will be your focal point and to whom IBM may direct general technical information pertaining to your Supported Products. Your Primary Technical Contact and each caller must have sufficient technical knowledge of your Supported Product environment to enable effective communication with the IBM support center;
- h. provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which you request assistance;
- i. if requested by you and appropriate, provide IBM with appropriate remote access to your system, if required to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever IBM remotely accesses it with your permission. If you decline providing remote access to your system by IBM, IBM may be limited in its ability to fully provide the Services necessary to resolve the problem and if IBM is unable to do so, IBM will notify you and close out the service call;
- j. use the information obtained under this Service only for the support of the information processing requirements within your Enterprise. You may not resell the Service or use it to provide support to third parties;
- k. acknowledge that IBM does not warrant that all defects will be corrected or that the operation of the program will be uninterrupted;
- l. acknowledge and understand that AIX 5.3 Service Extension Support is not designed to support additional software function, new application development, new operating system platforms or new hardware. IBM does not warrant that all defects will be corrected or that the operation of the program will be uninterrupted;
- m. understand that Java support is limited to current levels that are supported on AIX 5.3, as documented at this website: <http://www.ibm.com/developerworks/java/dk/lifecycle/index.html>;
- n. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, and import laws and regulations. It is your responsibility to ensure the systems, applications, programs, and data meet the requirements of those laws, regulations and statutes; and
- o. acknowledge that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Services.

3.1.3 Mutual Responsibilities

Each of us will comply with applicable export and import laws and regulations, including those of the U.S. that prohibit or limit export for certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each of us shall provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

3.1.4 The following items are outside the scope of this Service:

- a. Onsite assistance.

4. Termination

IBM may terminate this Service upon three months written notice to you. You may terminate the Service by giving one month written notice to IBM anytime after this Service has been in effect for at least two months for each of the Eligible Machines and/or Supported Products. You will receive a prorated credit for any remaining prepaid period associated with the terminated Service. This Service does not automatically renew.

This 1) Change Authorization, 2) the referenced Attachment and any prior Change Authorizations that have not been replaced by this one, 3) the Schedule, and 4) the IBM Customer Agreement or any equivalent agreement in effect between us ("Agreement") comprise the complete agreement regarding the Services in this Change Authorization. Each party accepts the terms of this Change Authorization by signing this Change Authorization by hand or, where recognized by law, electronically.

As used in this Change Authorization, "you" and "Your" refer to the Enterprise identified below:

Agreed to:
GALVESTON COUNTY

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise Number: 03599600

Reference Attachment number: MA0CNH1

Enterprise address:

Change Authorization number:

GALVESTON COUNTY
INFORMATION TECHNOLOGY
2020 SEALYST
GALVESTON TX 77550-2321

IBM Address:

IBM CORPORATION
1177 BELT LINE ROAD
CORPPELL, TX 75019

Enterprise telephone number:



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department

1. Date of Request:	5/28/2013	2. Contract Type:	Expense	Revenue	Other	3. Renewal Contract:	Yes	No
4. Department Name:	Information Technology			5. Department Contact:	JJ Allen			
6. Description:	AIX 5.3 technical services and support for IFAS IBM machines and products.							
7. IFAS PEID No:	407754	8. IFAS Req No:		9. Orgkey:	1101159100	10. Object Code:	5423000	
11. Vendor:	IBM Corporation			12. Vendor Contract No:				
13. Requested Legal Review:	Yes / No (Explain if No)							
	No, standard terms and conditions.							

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maint/Repairs Equipment	5423000	36,000.00	13134.96				
22. Totals:		36,000	13,135	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date:	05/15/2013	Auto Renewal Contract:	Yes / No	Bid No:	N/A
Contract End Date:	05/14/2014	Contract # Issued By Purchasing:	CM13223		

Approved By:	Signature	Date
Department Head: <i>Admin Coord</i>		<i>5-28-13</i>
Purchasing Agent:		<i>5-30-2013</i>
County Legal:		

Contract listed in Budget Documentation: Yes / No

County Budget Office:		<i>5-31-2013</i>
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AGENDA ITEM #14.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 5/28/2013		2. Contract Type: <input checked="" type="radio"/> Expense <input type="radio"/> Revenue <input type="radio"/> Other			3. Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: Initial purchase of COGNOS licenses from SunGard Professional Service and an ongoing annual maintenance.							
7. IFAS PEID No: 707408		8. IFAS Req No:		9. Orgkey: 1101159100		10. Object Code: 5754100	
11. Vendor: SunGard Public Sector Inc.				12. Vendor Contract No:			
13. Requested Legal Review: <input checked="" type="radio"/> Yes <input type="radio"/> No (Explain if No) No, standard terms and conditions.							
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
One Solution	5754100	333,643.32	54,924				
22. Totals:		333,643	54,924	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date:		Auto/Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No		Bid No: N/A			
Contract End Date:		Contract # Issued By Purchasing: CM13222					

CONTRACT DATES TBD
When installed

Approved By:	Signature	Date
Department Head <i>Adm. N. Coor</i>		5-28-13
Purchasing Agent:		5-30-2013
County Legal:		

Contract listed in Budget Documentation: Yes / No

County Budget Office: _____



INFORMATION
TECHNOLOGY

5WH- COGNOS LICENSING

What: COGNOS Licensing

Who/Project: One Solution Project – Stakeholder Offices
Information Technology
Auditor’s Office
Treasurers’ Office
Human Resources
Professional Services

Where: Local PC Installation

When: Contract approved prior to June 30, 2013

Why: Upgraded reporting tool for One Solution Financial System. This tool uses the latest advancements in technology for report writing and diagramming. The new technology will allow the county to be more efficient in data extraction and reporting with the added benefit of more professional looking reports.

How Initial purchase of COGNOS licenses from SunGard Professional Service and an ongoing annual maintenance cost of approximately \$13,000 (Advanced Business Author - \$10,800/BI Professional \$2,350).

Planned Costs:	<i>Item</i>	<i>Qty</i>	<i>Unit \$</i>	<i>Total \$</i>
	Bundle of 5 Advanced Business Author Licenses	9	\$4,992	\$44,928
	Bundle of 5 BI Professional Licenses	1	\$9,996	\$ 9,996
			Total	\$54,924

Notes:

Charge to: 1101159100 5754100

Submitted by: Rebecca Malindo Date: 5/23/13
Requestor

Approved by: John Clark Date: 5/23/13
Supervisor/Coordinator



INFORMATION
TECHNOLOGY

INSTRUCTIONS:

- What:** Describe the project, system, equipment and/or services being proposed or requested
- Who/Project:** Name the County Office(s), IT Team(s) et al. involved in this proposed action. If this is part of an established budgetary "Project" e.g., LEJIS, name the project.
- Where:** Identify where the proposed work will be done or the items will be installed.
- When:** Indicate the when the what will be needed and used
- Why:** Provide explanation(s), reason(s) and/or justification(s) for proposal
- How:** Explain the process for procurement whether that be by going out for bids, quotes, rfp or to a proprietary vendor.
- Costs:** Provide planned/estimated costs
- Notes:** Provide any additional information you think will be helpful in a decision process

Sign, date and submit completed form via your chain of command for review.

Quote Prepared By:

Brian Baker
1000 Business Center Drive, Lake Mary, FL 32746
Phone: (800) 727-8088 Fax: (407) 304-1274
Email: brian.baker@sungardps.com

Quote #	Presented Date	Valid Until
Q-00004084	5/13/2013	8/11/2013

Quote Prepared for:

Account: Galveston County, TX COGALV
Contact: Rebecca Galindo
Address: 722 Moody St., Suite #220
Galveston, TX 77550
Phone: (409) 770-5416

Third Party

Qty	Product Code	Product Name	Service Type	Extended Price	Net Price
9	COGNOS-AB5	Cognos BI: Adv Business Author Bundle	License Fee	56,160.00	44,928.00
1	COGNOS-P5	Cognos BI: Professional Bundle	License Fee	12,495.00	9,996.00
9	COGNOS-AB5	Cognos BI: Adv Business Author Bundle	Maintenance	10,800.00	10,800.00
1	COGNOS-P5	Cognos BI: Professional Bundle	Maintenance	2,350.00	2,350.00
Total:				68,655.00	54,924.00

Third Party License Fees
68,655.00
Third Party Annual Maintenance (Starting Year Two)
13,150

Third Party License Fee Discount Amount
13,731.00

Total Discount Amount
13,731.00

Total License Fees and Professional Services (Excludes Maintenance)
68,655.00

Discount Amount
-13,731.00
Total
54,924.00

Comments:

Payment Terms:

License, Project Planning, Project Management, Consulting, Conversion, Custom Modification, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and

system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Galveston County, TX

Signature: _____ Date: _____

Printed Name : _____



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 5/28/2013		2. Contract Type: <input checked="" type="radio"/> Expense <input type="radio"/> Revenue <input type="radio"/> Other			3. Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: Initial purchase of COGNOS licenses from SunGard Professional Service and an ongoing annual maintenance.							
7. IFAS PEID No: 707408		8. IFAS Req No:		9. Orgkey: 1101159100		10. Object Code: 5754100	
11. Vendor: SunGard Public Sector Inc.				12. Vendor Contract No:			
13. Requested Legal Review: <input checked="" type="radio"/> Yes <input type="radio"/> No (Explain if No) No, standard terms and conditions.							
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
One Solution	5754100	333,643.32	54,924				
22. Totals:		333,643	54,924	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date:		Auto Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No		Bid No: N/A			
Contract End Date:		Contract # Issued By Purchasing: CM13222					

CONTRACT DATES TBD
When installed

Approved By:	Signature	Date
Department Head <i>Admin. Center</i>	<i>JJ Allen</i>	5-28-13
Purchasing Agent:	<i>[Signature]</i>	5-30-2013
County Legal:		

Contract listed in Budget Documentation: Yes / No

County Budget Office:	<i>[Signature]</i>	5-31-2013
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AGENDA ITEM #15.a.

**AMENDED ORDER CANVASSING THE RETURNS AND DECLARING THE
RESULTS OF GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2'S
MAY 11, 2013 LOCAL PROPERTY TAX ELECTION**

WHEREAS, on May 11, 2013, an election was held in Galveston County Emergency Services District No. 2 (the "District") to submit to the qualified voters a proposition on the creation of the District and collection of a property tax in the District;

WHEREAS, the votes cast at the election have been counted and recorded on the official election returns, and said returns have been certified and filed with the Commissioners' Court of Galveston County, Texas by the appropriate election officials; and

WHEREAS, the returns show the following number of votes cast at the election:

FOR the creation of Galveston County Emergency Services District No. 2 and adoption of a tax on the ad valorem property situated in said district at a rate not to exceed ten cents per one hundred dollars valuation for the support of the district.	202 Votes
--	-----------

AGAINST the creation of Galveston County Emergency Services District No. 2 and adoption of a tax on the ad valorem property situated in said district at a rate not to exceed ten cents per one hundred dollars valuation for the support of the district.	39 Votes
--	----------

WHEREAS, the formation of Galveston County Emergency Services District No. 2 received the affirmative vote of the majority of the votes cast as provided by law; and,

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitutions and laws of the State of Texas and the United States of America.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:

Section 1. The Commissioners' Court finds that the May 11, 2013 election was called and notice given in accordance with law; the election was held in all respects in conformity with law; and the returns of the election have been made by the proper officials.

Section 2. The election has resulted in the creation of the Galveston County Emergency Services District No. 2, the boundaries of which are set forth in Exhibit "A" attached hereto, under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987, and the District has the powers vested by law in an emergency services district.

Section 3. The election has resulted in the authorization for adoption of a property tax in Galveston County Emergency Services District No. 2 at a rate not to exceed \$0.10 per \$100 valuation for the support of the District.

Section 4. A copy of this Order shall be provided to the Galveston County, Texas Tax Appraisal District and the Galveston County, Texas Tax Assessor and Collector.

Section 5. The County Judge and Commissioners of Galveston County, Texas find that the Commissioners' Court meeting at which this Order has been considered and adopted is open to the public as required by law, and written notice of the time, place and subject matter of the meeting, and of the proposed adoption of this Order, was given as required by Section 551, Texas Government Code. The Commissioners' Court confirms the written notice and the contents and posting thereof.

PASSED AND APPROVED this the _____ day of _____, 2013.

(SEAL)

By: _____

ATTEST:

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The undersigned officer of the Commissioners’ Court of Galveston County, Texas hereby certifies as follows:

1. The Commissioners’ Court of Galveston County, Texas convened in a _____ meeting on the ____ day of _____, 2013, at the Commissioners’ Courtroom located on the 1st Floor of the Galveston County Courthouse, 722 21st Street, Galveston, Texas, and the roll was called of the duly constituted County Judge and Commissioners of Galveston County, Texas, to wit:

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

and all of said members were present, except Commissioners (s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

AMENDED ORDER CANVASSING THE RETURNS AND DECLARING THE RESULTS OF GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2’S MAY 11, 2013 LOCAL PROPERTY TAX ELECTION

was introduced for the consideration of the County Judge and Commissioners of Galveston County, Texas. It was then duly moved and seconded that the Order be adopted, and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried by majority of the Board.

2. A true, full and correct copy of the Order adopted at the meeting described in the above paragraph is attached to this certificate; the Order has been duly recorded in the minutes of the Commissioners’ Court meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting County Judge and Commissioners of Galveston County, Texas as indicated therein, each was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject to the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED this _____ day of _____, 2013.

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 2013, by _____ of the Commissioners' Court of Galveston County, Texas, on behalf of the County Judge and Commissioners of Galveston County, Texas.

(seal)

Notary Public Signature

Exhibit A

Galveston County Emergency Services District No. 2

Being all of Galveston County Northerly, Easterly and Southerly of the City of Texas City and Northerly and Easterly of the City of Galveston, Galveston County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a point in Galveston Bay at the intersection of the North line of Galveston County, the South line of Chambers County and the Northeast City limits line of Texas City as described in City of Texas City Ordinance Number 00-13, said point being on the Northeast line of State Tract No.199;

THENCE Southeasterly along the said Northeast Texas City city limits line, being the Northeast line of State Tracts No. 199, 198, 197, 196, 195 and 194, to the most Northerly Northeast corner of the City of Texas City and the East corner of said State Tract No. 194;

THENCE Southwesterly with the Texas City city limits line and along the Southeasterly line of the State of Texas Tract 194 to the North corner of State Tract No. 233;

THENCE Southeasterly with the Texas City city limits line and along the Northeasterly line of State Tract No. 233, to the East corner of State Tract No. 233;

THENCE Southwesterly with the Texas City city limits line and the Southeasterly line of State Tracts 233 and 238 to the East corner of State Tract No. 273 and the East corner of the City of Texas City city limits according to Ordinance Number 99-6;

THENCE Continuing Southwesterly with the Texas City city limits line according to Ordinance Number 99-6 and the Southeasterly line of State Tracts 273, 277 and 318 to the South corner of State Tract No. 318 and the South corner of the City of Texas City city limits according to Ordinance Number 99-6;

THENCE Northwesterly with the Texas City city limits line according to Ordinance Number 99-6, and the Southwesterly line of State Tract 318 to the Texas City city limits line as defined by Ordinance 98-58;

THENCE Southwesterly with the Texas City city limits line according to Ordinance Number 98-58, and the Southeasterly line of State Tract 322 to the South corner of Texas City city limits line as defined by Ordinance 98-58;

THENCE Northwesterly with the Texas City city limits line according to Ordinance Number 98-58, and the Southwesterly line of State Tracts 322 and 323 to the Texas City city limits line as defined by Ordinance 93-49;

THENCE Southwesterly with the Texas City city limits line according to Ordinance Number 93-49, and the Southeasterly line of State Tract 337 to an Arc in the Texas City city limits line Concave Southerly as defined by Ordinance 93-49;

THENCE Northwesterly, Westerly and Southwesterly with the said curve of the with the Texas City city limits line according to Ordinance 93-49 and continuing along the same Curve Concave Southerly being the Texas City city limit line according to Ordinance 92-24;

THENCE Southeasterly with the Texas City city limits line as established in February 1948 and April 1911;

THENCE Southeasterly with the Texas City city limits line as established in April 1961;

THENCE Southwesterly with the said Texas City city limits line and continuing Southwesterly with the Texas City city limits line according to Ordinance Number 91-21 to the intersection of the City of Galveston city limits line;

THENCE southeasterly with the said City of Galveston city limits line as established on January 24, 1957, called S 65°44'10" E, a distance of 11469.90 feet to an angle point in said City of Galveston city limit line;

THENCE northeasterly with the said City of Galveston city limits line, called N 59°31'24" E, a distance of 14520.00 feet to a corner in the City of Galveston city limit line as established by City Ordinance 78-119;

THENCE northwesterly along the said Galveston City limits line, called N 61°02'49" W, a distance of 500 feet to point for corner in said city limits line;

THENCE northeasterly with the said City of Galveston city limits line, called N 28°57'11" E, a distance of 18480.00 feet to an angle point in said City of Galveston city limit line;

THENCE southeasterly with the said City of Galveston city limits line, called S 61°02'49" E, a distance of 18942.36 feet;

THENCE southeasterly with the said City of Galveston city limits line S 32°54'48" E, a distance of 33850.42 feet to the Southerly limits of Galveston County in the Gulf of Mexico;

THENCE Northeasterly along the Southerly limits of Galveston County to the East line of Galveston County and the West line of Chambers County;

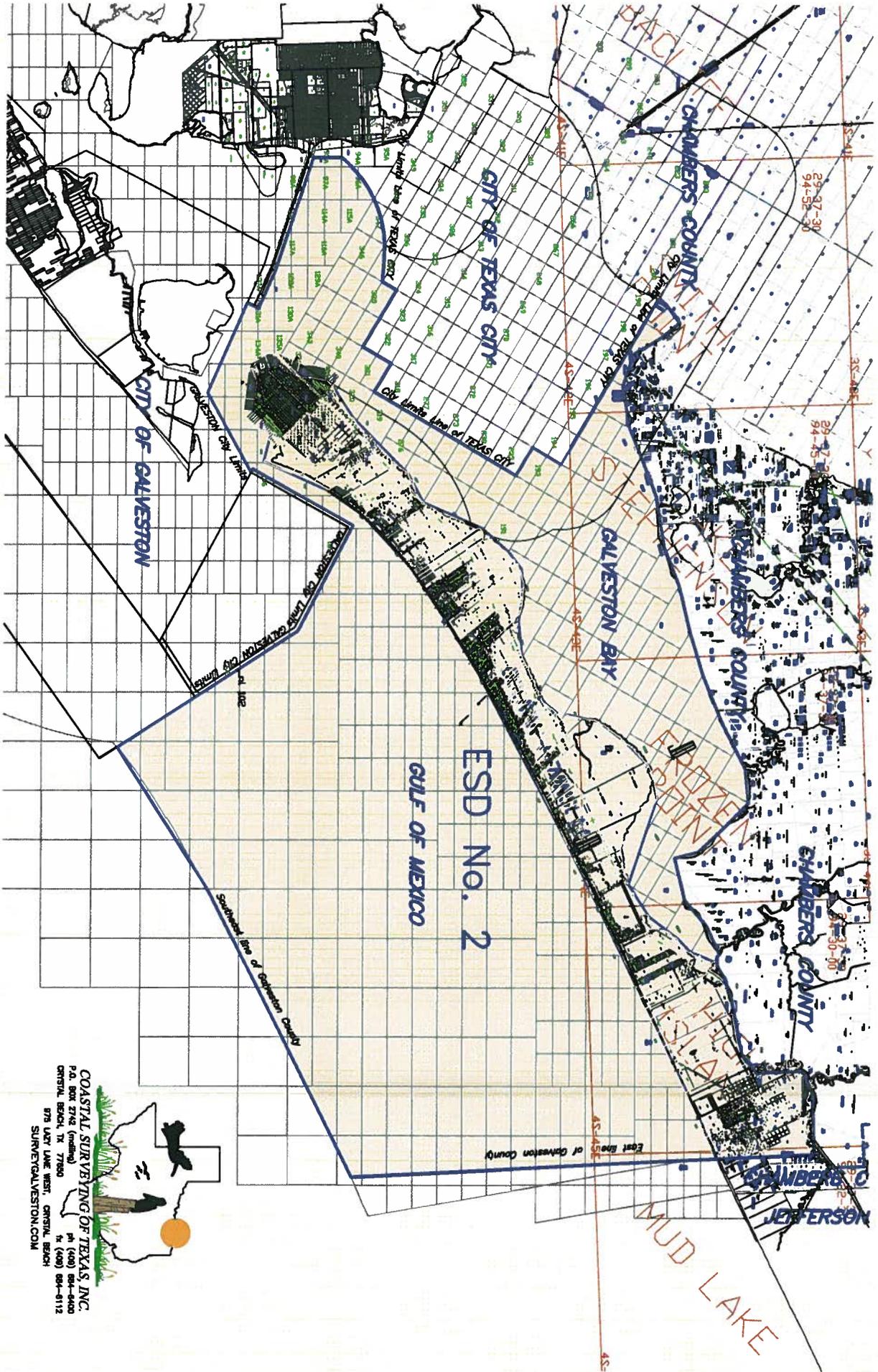
THENCE Northwesterly with the East line of Galveston County and the most Easterly West line of Chambers County to the Northeast corner of Galveston County and the interior corner of Chambers County on Mud Bayou;

THENCE Westerly and Southerly with said Mud Bayou and East Bay Bayou being the common North line of Galveston County and the South line of Chambers County to Galveston Bay;

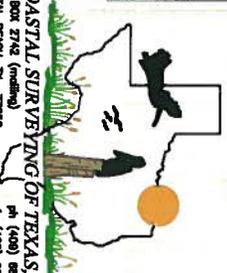
THENCE Southwesterly, Northwesterly, Southwesterly, Northwesterly and Southwesterly along the North line of Galveston County and the South line of Chambers County to the POINT OF BEGINNING and containing an estimated 221,200 acres including all of Bolivar Peninsula.

Sidney Bouse, Registered Professional Land Surveyor No.5287

Coastal Surveying of Texas, Inc.



COASTAL SURVEYING OF TEXAS, INC.
 P.O. BOX 2742 (mailing)
 CRISTAL BEACH, TX 77600
 878 LAYNE WEST, CRISTAL BEACH
 SURVEYGALVESTON.COM
 Ph (409) 894-8400
 Tx (409) 894-8112



AGENDA ITEM #16.a.

REQUEST FOR PROPOSAL

COUNTY OF GALVESTON GUARDIANSHIP PROGRAM

1. Purpose

Galveston County, Texas issues this Request for Proposal (RFP) seeking a vendor to provide Guardianship Services to Galveston County. Successful contractor shall comply with all specifications listed in the Request for Proposal.

This invitation for a RFP is open to businesses actively engaged in Guardianship Services. Proof of capability may be required prior to the award of a contract.

2. General Information

The County of Galveston, at its discretion, makes available guardianship services for individuals living in the County that its Probate Court has probable cause to believe are incapacitated and do not have a guardian.

The County of Galveston is conducting a Request for Proposal (RFP) for guardianship services in order to ensure the efficient delivery of cost effective services. This RFP solicits proposals for guardianship services necessary for the representation of a ward during a guardianship period. County of Galveston welcomes proposals that provide the best value for these services.

The Probate Code identifies and establishes the basis of the responsibilities and legal aspects of guardianships. These interactions and responsibilities apply to all guardianship issues regardless of the nature, type or reason for the existence or need of a guardianship.

The Probate Code regarding guardianship defines laws, policies and procedures of all guardianships. This applies to guardianship programs to include both private and public programs, and to individuals or professional guardianships. The actual guardianship only occurs at the time when the individual legally qualified to approve the guardianship does so.

County Statutory Probate Courts have the sole authority to approve a guardianship within its jurisdiction. However, there are a substantial number of actions that must be completed before the Probate Judge can actually create and or approve the existence of a guardianship.

Guardianship Programs requires a substantial interactive relationship with the Probate Court, and clearly its policies and procedures are often driven by the Probate Code and the application of that code as it applies to guardianships by the probate court. These

applications, within the code, begin with the first referral received to actual responsibilities received and carried forward with an accepted guardianship into the program.

These legal processes all follow the dictates of the Probate Code. However, though the dictates are always followed, variations found within the requirements of any guardianship, will reflect different structures and requirements.

Guardianship is a relationship created by law where the Probate Court appoints a guardian who has legal authority and power to make personal and/or property decisions for another (the incapacitated person).

Guardianship is a serious step and should be used only where there are no available alternatives. Guardianship deprives the incapacitated person of fundamental rights. Therefore, all guardianships should be tailored to the needs of each incapacitated person as appropriate.

Individuals in need of guardianship services are vulnerable persons who lack the capacity to make decisions and who are at risk of harm. Any program that provides guardianship for these individuals must be concerned about the quality and integrity of the people it employs. The staff that acts in the role of guardian is in a unique position to have significant amount of influence over the life of the incapacitated person. These staff persons must not only be scrupulously honest and have the knowledge, skills, and experience needed to work with incapacitated individuals, but they must also be committed to helping the person make as many decisions as possible. Recruiting, training, and supervising staff are critical components of a program along with ongoing monitoring of the staff. Incapacitated persons may experience problems at any hour of the day or night, particularly on the weekends and on Holidays. A program must have some procedure for making staff available to assist clients whenever a crisis occurs.

Successful Proposer will serve as guardian of the person payee for the person, and/or guardian of the estate of the person. The guardian will provide services from the first allegation of incapacity through the termination of the guardianship for indigent wards. This contract will include all current wards plus additional wards, not to exceed two hundred (200) wards as identified by the Probate Court during the term of this agreement. At present approximately 117 individuals qualify for indigent guardianship services. Services to these wards are included in this request for proposal.

Guardianship services include personal and professional services that satisfy the requirements of the Texas Probate Code and common law relating to guardian and ward relations, including concerns of health, education, welfare and fiduciary responsibility. Any legal services required to function as a guardian are the responsibility of the proposer and should be considered in submitting a proposal.

A guardian of the person is under a statutory duty to care, control and protect a ward and provide the ward with clothing, food, medical care and shelter. Shelter can be in

the ward's home, a nursing home, a relative's home, foster or boarding home, hospital or other medical facility. A guardian of the person is required to file an annual report on the condition and well being of a ward with the Probate Court.

A guardian of the estate serves as a fiduciary and is under a duty to take care of and manage the ward's estate as a prudent person would manage his/her own property. A guardian of the estate must file an annual account with the Probate Court. The report lists all claims presented and the action taken on the claims; a description of all property; a complete accounting of all receipts and disbursements of the estate and detailed information concerning all cash being administered by the guardian.

A Payee of the ward takes care of the wards financial obligations and needs. A payee of the person is required to file an annual report on the financial status and well being of a ward with the Probate Court.

The County reserves the right to prohibit any of the service provider's employees and/or independent contractors or subcontractors from performing services with regard to this contract.

All personnel shall be required to pass a background check conducted by the Service Provider for employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.

3. Proposal Specifications

Vendors are encouraged to present proposals that are based on the unique capabilities and resources of their organization. These proposals should provide/respond to the following:

- a. Proposer will provide a brief history of its organization, management structure, mission and an overview of current services.
- b. Proposer will describe its plan to serve as guardian of the person, payee of the person, and/or guardian of the estate of Galveston County clients and provide guardianship services from the first allegation of incapacity through the termination of the guardianship.
- c. Proposer shall specify if and how they intend to integrate current employees, if applicable, and subcontractors into their program.
- d. Proposer will describe how it will transition current wards to proposer's supervision if applicable.

- e. Proposer will describe any personal and/or professional service subcontracts it has or anticipates for the care of Galveston County Clients.
- f. Proposer will demonstrate some evidence of its ability to employ or contract with qualified supervision and staff.
- g. Proposer will provide a copy of written policies and procedures relevant to its performance under this agreement as part of this proposal to include its policies regarding criminal background checks on all of its employees who come into contact with clients and their property.
- h. Proposer will provide evidence of its ability to monitor the client's financial status. Although most clients will have very little personal wealth, some may have moderate assets or benefits which must be carefully invested, expended, or otherwise protected from abuse. A program must have a system and policies and procedures in place to maintain and safeguard individual client accounts. The system must include mechanisms for the disbursement of monthly or weekly payments to creditors or "allowance" payments to the client.
- i. Proposer will describe or present a sample of documentation it will provide the County Auditor and the County Probate Court that recaps specific services rendered on a monthly basis along with an expense report detailing all client expenditures for guardianship cases being maintained by the Proposer under the County contract as well as any resources available to support these services from non-county funds.
- j. Proposer will indicate how it will segregate and account for County funds separate from other agency funds in either a separate numbered bank account or in a general operating account, either of which must be supported with the maintenance of a separate accounting fund or a general fund with a separate chart of accounts that reflects revenues and expenditures for the monies received under the contract.
- k. Proposer will specify how it will classify or prorate its indirect costs to any other cost centers including a guardianship cost center.
- l. Proposer will provide the County verification of its Internal Revenue Service taxpayer identification number and certification that is in compliance with applicable Internal Revenue Code, rules and regulations along with a proof of good standing with the Texas Comptroller of Public Accounts as an exhibit to this proposal.
- m. Proposer will provide a unit cost to serve 117 existing wards and a unit price for up to an additional 83 wards. Proposers must be prepared to render face-to-face contact with a ward as needed to properly care for the ward at a minimum of once per month.
- n. Proposer must be willing to bill Medicaid for guardianship services for Medicaid Qualified individuals residing in a DHS nursing home.

4. Additional Requirement

Proposer must be prepared to meet the following additional requirements.

- a. Proposer must obtain a surety bond in the amount of \$250,000 and provide annual verification to the Probate Court from the bond provider that the bond premium is up-to-date.
- b. Galveston County will use the National Guardianship Association's Standards of Practice and Model Code of Ethics for Guardians as its guide in ensuring appropriate guardianship services and the ethical standards expected of any guardian serving under this agreement.
- c. Proposer will have Guardians who are certified with the State as required under Government Code.
- d. Proposer will not be reimbursed for guardianship services provided to wards under separate contracts the Proposer has with organizations such as Adult Protective Services (APS), Texas Department of Aging and Disability Services, or GULF COAST Mental Health and Mental Retardation Center. Such services must be reimbursed under those contracts.
- e. Proposer agrees to meet all guidelines and requirements of the Texas Probate Code and common law relating to guardian and ward relations.
- f. Proposer will provide all services and activities performed under the terms of the contract in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-112, section 504, and with the Provisions of the American with Disabilities Act of 1990, Public Law 101-336[S.933] ("ADA").
- g. Proposer will not discriminate against any employee, applicant for employment, or eligible client based on race, religion, color, sex, national origin, age or handicapped condition.
- h. Proposer must adhere to generally accepted accounting principles. An annual audit of accounts and procedures will be performed and a copy filed with the Auditor's Office within 90 days of the close of the fiscal year.
- i. Proposer must maintain an accurate and complete client record. Records must be kept confidential. Provision must be made for the safe storage of client records or accurate and legible reproductions for a minimum of five years following termination of the guardian court order.
- j. Proposer will assume all of the rights, obligations and liabilities applicable to an independent contractor.

- k. Proposer will refund to the County any money which has been paid to the Proposer by the County, which County determines has resulted in overpayment to Proposer, or which County determines, as a result of periodic program evaluations or financial audits, has not been spent by the Proposer strictly in accordance with the terms of the contract. The proposer shall make such refund to the County within 30 days after the County requests the refund.
- l. Proposer will provide the County with a copy of the last two (2) years of financial statements. Successful Proposer shall provide the County with a copy of each current year financial statements prior to the renewal of that year's contract.

5. Proposal Preparation and Submission Requirements

- a. **RFP Response:** In order to be considered for selection, the Proposer must submit a complete response to the RFP. One (1) original and five (5) copies of each proposal must be submitted to Galveston County by the due date. The Proposer shall make no other distribution of the proposal.
- b. **Proposal Preparation:** An authorized representative of the Proposer shall sign the proposal. All information requested must be submitted. Failure to submit all information requested may result in the rejection of the proposal. If more than one alternate is proposed within the proposal, the entire proposal will be rejected for lack of specificity.
 - I. Proposals should be typed/printed on 8 ½" X 11" paper, with at least one-inch margins, using 12-point type. Proposals are limited to a maximum of 25 pages including all forms and attachments. All pages of the proposal should be numbered. Any pages over 25 may be discarded or result in substantially lower evaluation of the proposal.
 - II. Proposals should be organized in the order in which the requirements are presented in section 3 Proposal Specifications of this RFP. Each paragraph/section should reference the corresponding section of the RFP and repeat the title as it appears in this document. Information the Proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional materials.
 - III. Each copy of the proposal must be contained in a single bound notebook and divided into marked sections.
- c. **Oral Presentation:** Proposers who submit a proposal in response to the RFP may be required to give an oral presentation of their proposal to the evaluation

committee. This provides an opportunity for the Proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation.

6. Proposal Evaluation Criteria and Award of Contract

Proposals will be evaluated by a committee selected by the Commissioners Court. The committee may include members of social services, community, academic or human service organizations. The Evaluation Committee will submit recommendations for award to the Purchasing agent to place on the Commissioners' Court agenda. The court reserves the right to reject any and all proposals.

- a. **Evaluation Criteria:** Proposals shall be evaluated by the Evaluation Committee using the criteria listed below. Subheadings under each criterion indicate the type of factors to be considered, but are not necessarily exclusive. Evaluations will be made and points awarded based solely on the information contained in the proposal.

<u>Criteria</u>	<u>Points</u>
1. Plan for Providing Services	20 points
2. Staffing	20 points
3. Financial capacity	15 points
4. Financial Accountability, reporting and record keeping	15 points
5. Timeline	5 points
6. Budget	10 points
7. <u>Experience</u>	15 points
<hr/>	
	100 Points

AGENDA ITEM #17.a.



Galveston County
722 Moody Ave Galveston TX 77550

Allowance Expenditure Authorization

PROJECT: Llewellyn Building Renovations

TRADE CONTRACTOR: Burt's Air Conditioning & Heating Services

PO#: C302255 DATE: 5/23/13

AUTHORIZATION NO: # 1

To: Galveston County

Attn: J. Dudley Anderson

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the Contract Time and or Amount.

Description of Work:

	<u>Contingency Allowance.....</u>	<u>\$ 5,000.00</u>
	<u>Additional work requested from Contingency Allowance</u>	
1.	Item # 1 – Provide and Install AC/HEAT Window Unit.....	Cost .. (\$ 2,000.00)
	Sub Total.....	\$2,000.00

Notes :

(1) Window unit is located inside the small room in the Llewellyn Building Storage area.

Original Allowance Sum	\$ 5000.00
Allowance Expenditures Prior to this Authorization	\$ 0.00
Allowance Balance Prior to this Authorization	\$ 5000.00
Allowance Sum will be decreased by this Authorization	\$ 2000.00
Allowance Balance	\$ 3000.00

James D. Anderson
Architect

5/22/2013
DATE

Bert Mounth
Trade Contractor

DATE

Shelley Dawn
Construction Manager Agent

5/23/2013
DATE

Galveston County

DATE

AGENDA ITEM #18.a.

Control 0978-01-024
 Project PTF 2009 (235)
 Highway FM 646: FM 1764 to FM 517
 County GALVESTON

CHANGE ORDER FORM

Change Order No. 2A

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

DESCRIPTION OF CHANGES: Final adjustment to Original Estimated quantities for relocation of 21 Centerpoint Gas Meters and 11 Centerpoint Electric service meters and install new poles.

ATTACHMENTS: Executed Change Order #2, Copy of Final Amount, Copy of Summary

	<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
1. Original Price:	<u>\$17,545,119.45</u>	Original Time: <u>674</u> Days
2. Net Change in Price Due to Prior Change Orders:	<u>\$45,670.65</u>	New change in Time Due to Prior Change Orders: <u>0</u> Days
3. Price Prior to this Change Order:	<u>\$17,590,790.10</u>	Time Prior to this Change Order: <u>674</u> Days
4. Net Price Change this Change Order:	<u>(\$9,380.29)</u>	Net Time Change this Change Order: <u>21</u> Days
5. Price resulting from this Change Order:	<u>\$17,581,409.81</u>	Time resulting from this Change Order: <u>695</u> Days

CO-2A 004 2001 Utility Relocation Adj. 1 LS (\$9,380.29) (\$9,380.29)

AGREED BY CONTRACTOR: Triple B Services, L.L.P.

SIGNATURE: Donna Burbe

TITLE: Sr. Project Administrator

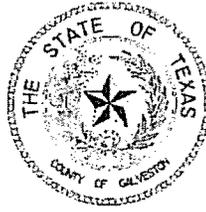
DATE: May 28, 2013

make referred
5-30-13

DO NOT WRITE BELOW THIS LINE

APPROVED: _____ Date
Mark Henry
County Judge

ATTEST: _____
Dwight D. Sullivan
County Clerk



THE COUNTY OF GALVESTON

Office of the County Engineer

722 MOODY

GALVESTON, TX 77550

(409) 770-5399 (409) 770-5549 (281) 316-8300

FAX (409) 770-5559

G. MICHAEL FITZGERALD, P.E.
COUNTY ENGINEER

February 2, 2011

Keith Fredrickson
Dannenbaum Engineering
3100 West Alabama
Houston, Texas 77098

Re: FM 646, Triple B Services, LLP, Change Order 2

Dear Mr. Fredrickson,

On February 2, 2011 Commissioners Court approved the above mentioned change order for the FM 646 PTF project with Triple B Services, LLP Enclosed is your original. Please call if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "G. M. Fitzgerald".

G. Michael Fitzgerald, P.E.
County Engineer

GMF/ear

Control 0978-01-024
 Project PTF 2009 (235)
 Highway FM 646: FM 1764 to FM 517
 County GALVESTON

CHANGE ORDER FORM

Change Order No. 2

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

DESCRIPTION OF CHANGES: Provide Labor, Equipment, Materials, Supplies and necessary Permits to perform gas line pressure testing and riser installation for gas services along FM 646 from FM 1764 to FM 517. This change order will be paid for by each service completed, not to exceed 87 services.

ATTACHMENTS: RFC #2

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

- | | | | | |
|----|---|------------------------|---|-----------------|
| 1. | Original Price: | <u>\$17,545,119.45</u> | Original Time: | <u>674</u> Days |
| 2. | Net Change in Price
Due to Prior Change
Orders: | <u>\$0.00</u> | New change in Time Due
to Prior Change Orders: | <u>0</u> Days |
| 3. | Price Prior to this
Change Order: | <u>\$17,545,119.45</u> | Time Prior to this
Change Order: | <u>674</u> Days |
| 4. | Net Price Change
this Change Order: | <u>\$45,670.65</u> | Net Time Change this
Change Order: | <u>0</u> Days |
| 5. | Price resulting from
this Change Order: | <u>\$17,590,790.10</u> | Time resulting from this
Change Order: | <u>674</u> Days |

CO-2 004 2001 Utility Relocation Adj. 87 EA \$524.95 \$45,670.65

AGREED BY CONTRACTOR: Triple B Services, L.L.P.

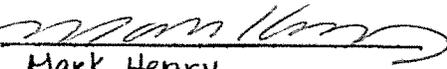
SIGNATURE: John A. Betancourt

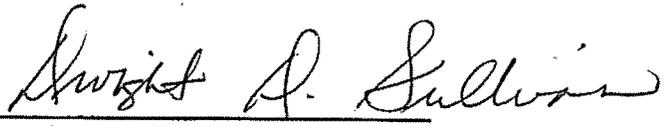
TITLE: Project Manager

DATE: 11/24/10

*Recommended
Galv County: Mike Fitzgerald
1-15-11*

DO NOT WRITE BELOW THIS LINE

APPROVED:  2/2/11
Mark Henry
County Judge Date

ATTEST: 
Dwight D. Sullivan
County Clerk



Triple B Services, L.L.P.

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

RFC #2

Monday, November 22, 2010

Mr. Keith Fredrickson, P.E.
Dannenbaum Engineering Company.
3100 West Alabama
Houston, Texas 77098

RE: Galveston County FM646, Control No. 0978-01-024
Triple B No. 10-0139 -- Request for Change

Dear Mr. Fredrickson:

We are requesting a change order in the amount of \$524.95 per each to test the residential gas meter and connect it to the new gas line. Attached is our subcontractors quote for this work.

Should you have any questions, please do not hesitate to call me at 832-465-9016.

Sincerely,
Triple B Services, L.L.P.

John A. Betancourt

John A. Betancourt, P.E.
Project Manager

87 SERVICES @ \$524.95

\$45,670.65

Cc: Corey Garnett w/ Dannenbaum Engineering Co.

\$495	-	SUBCONTRACTOR QUOTE
\$24.75	-	5% MARK-UP
\$519.75	-	SUB TOTAL
\$5.20	-	1% BOND
<hr/>		
\$524.95	-	TOTAL



T.D.C. Plumbing, Inc.
M-15233
31780 Huffman New Caney Rd.
New Caney, Texas 77357
Phone: 281-399-8358
Fax: 281-399-2718

PROPOSAL

Texas State Board Of Plumbing, Examiners
P.O. Box 4200 * Austin, Texas 78766
512-458-2145 * 1-800-845-8584

To: Triple B Services
Job Santa Fe Tx. Hwy 846 Between 1764 & 4th Street

DATE
11/18/2010

Description	Quantity	Unit Price	Amount
Pressure Test Existing Gas Line	1	145	145
Need Access Inside Buildings to Check Gas Appliances			
If no Leaks or Code Violations Are Found We Will Move Gas Riser to New Meter Location (Includes Up To 10' of New Piping)	1	350	350
		Total	495

If existing gas service line is damaged or corroded it may not be possible to connect to and extend the line. In this case replacement of the entire gas service line will be necessary.

- Common Code Violations include but are not limited to:
- Old Wedge Type Gas Valves
 - Copper Gas Connectors
 - Single Wall Vent Piping @ Water Heater & Furnace
 - Improper Clearance @ Water Heater & Furnace Vent Piping
 - Old Style Roof Jacks
 - Temperature & Pressure Relief Valves Inoperable
 - Temperature & Pressure Relief Lines Missing
 - Temperature & Pressure Relief Lines Under Sized
 - Temperature & Pressure Relief Lines W/Reverse Flow

If Any of These problems Are Found They Will Be Brought To The Attention Of The City Of Santa Fe For Farther Inspections
PRICE DOES NOT INCLUDE THE REPAIR, REPLACEMENT, OR CORRECTION OF ANY PROBLEMS OR CODE VIOLATIONS.



From Contractor :
 Triple B Services, L.L.P.
 820 Old Atascocita Road
 Huffman, TX 77336
 (281)324-3264

To Owner :
 Galveston County
 Auditors Office
 PO Box 1418
 Galveston, TX 77553

Pay Application 37	Date 03/31/2013	Invoice Number 10-013937	Contract PO# C006589
------------------------------	---------------------------	------------------------------------	--------------------------------

Project : 10-0139-Galveston County FM 646 from FM 1764 to FM 517*
 Project No. PTF2009 (235)
 CJS No.: 0978-01-24
 Santa Fe, TX 77510

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
211C	476 2012 Jack & Bore or Tunnel Pipe 24" CO 1	LF	2,600.00	2,342.00	0.00	2,342.00	96.63	0.00	226,300.43	90.08%
Total Change Order 1								0.00	226,300.43	
212C2	UTILITY RELOCATE ADJ (CP&E GAS) CO 2	EA	14.00	69.13	0.00	69.13	524.95	0.00	36,290.36	493.79%
Total Change Order 2								0.00	36,290.36	
Total Billed: Contract and Change Orders						84.40% Percent Complete		82,079.89	16,881,734.30	

Change Order: 1 - Change Order No. 1

Change Order: 2 - Change In Contract

Billing Summary for Contract 10-0139

	Current	To Date
Total Completed:	82,079.89	16,881,734.30
Stored Material To Date:	0.00	48,071.16
Sales Tax:	0.00	0.00
Less Retainage:	0.00	0.00
Total this Invoice:	82,079.89	16,929,805.46
Previous Payments:		16,847,725.57
Balance as of this Invoice:	82,079.89 /	82,079.89



Triple B Services, L.L.P.

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

Tuesday, March 27, 2012

Mr. Corey Garnett
Dannenbaum Engineering Company.
3100 West Alabama
Houston, Texas 77098

RE: Galveston County FM646, Control No. 0978-01-024
Triple B No. 10-0139 – Revised Change Order Proposal

Dear Mr. Garnett:

The cost to relocate the electrical feeds as shown on our Electrical Subcontractors Proposal will be in the lump sum amount of \$24,709.65. This price includes our 5% markup and 1% bond cost. These prices are good for 30 days.

Should you have any questions, please do not hesitate to call me at 832-465-9016.

Sincerely,
Triple B Services, L.L.P.

John A. Betancourt, P.E.
Project Manager

Traffic Systems Construction, Inc.

P. O. Box 1346 Dickinson, Texas 77539-1346 Office (281) 337-1926 Fax (281) 534-1937

INVOICE

3507

TRIPLE B SERVICES
P.O. BOX 841134
Houston, Texas 77284

OWNER PROJ. NO.: _____

DATE: MAY 2012

LOCATION: FM 646

DRAW NO: 1

CONTRACTOR JOB NO: _____

TSCI JOB NO: SJ-76

ORIGINAL CONTRACT AMOUNT	<u>\$23,300.00</u>
Net change by Change Orders	<u>\$0.00</u>
CONTRACT SUM TO DATE	<u>\$23,300.00</u>
TOTAL COMPLETED TO DATE	<u>\$23,300.00</u>
RETAINAGE	
___% of Total Completed to Date	<u>\$0.00</u>
TOTAL EARNED LESS RETAINAGE	<u>\$23,300.00</u>
LESS PREVIOUS INVOICES	<u>\$0.00</u>
CURRENT PAYMENT DUE	\$23,300.00
BALANCE TO FINISH, INCLUDING RETAINAGE	<u>\$0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous month by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

TRAFFIC SYSTEMS CONSTRUCTION, INC.

PRIME CONTRACTOR: Triple B Services

DATE: May 2012

OWNER-PROJECT NO.: 09-0392

TSCI JOB NO.

PROJECT LOCATION: FM 646

CONTRACTOR JOB NO. SJ76

STATION	DESCRIPTION	CONTRACT AMOUNT		PREVIOUS BILLED		CURRENT BILLING		TOTAL BILLED TO DATE		LEFT TO BE BILLED	
		QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE
91+38 WEST	3310 FM 646 RESIDENTIAL-N/A	1.00	2,475.00	0.00	0.00	1	2,475.00	1.00	2,475.00	0.00	0.00
91+38 WEST	3136 FM 646 RESIDENTIAL-90-396-322	1.00	2,475.00	0.00	0.00	1	2,475.00	1.00	2,475.00	0.00	0.00
98+58 WEST	3128 FM 646 RESIDENTIAL-90-396-322	1.00	2,485.00	0.00	0.00	1	2,485.00	1.00	2,485.00	0.00	0.00
101+10 WEST	3124 FM 646 RESIDENTIAL 90-396-319	1.00	2,450.00	0.00	0.00	1	2,450.00	1.00	2,450.00	0.00	0.00
155+74 WEST	12622 4TH RESIDENTIAL-N/A	1.00	2,795.00	0.00	0.00	1	2,795.00	1.00	2,795.00	0.00	0.00
159+74 EAST	1933&1931 FM 646-65-206-704/N/A	1.00	2,745.00	0.00	0.00	1	2,745.00	1.00	2,745.00	0.00	0.00
222+95 WEST	718 FM 646 RESIDENTIAL-88-063-704	1.00	2,475.00	0.00	0.00	1	2,475.00	1.00	2,475.00	0.00	0.00
232+38 EAST	351 FM 646- COMMERCIAL (DAYCARE)	1.00	2,925.00	0.00	0.00	1	2,925.00	1.00	2,925.00	0.00	0.00
	1111 FM 646	1.00	2,475.00	0.00	0.00	1	2,475.00	1.00	2,475.00	0.00	0.00
	ORIGINAL CONTRACT AMOUNT		23,300.00		0.00	9.00	23,300.00	9.00	23,300.00	0.00	0.00

April 11, 2012

John A. Betancourt, P.E.
Triple B Services, LLP
820 Old Atascocita Rd
Huffman, TX 77336

Project: FM 646
CSJ: 0978 01 024
Re: Utility Relocate Work Directive

Mr. Betancourt,

We have received and reviewed your 03/27/2012 Change Order Request for the costs associated to complete the additional Utility Relocation of Electrical Services.

Please proceed with the work. Items of work will be paid for on the estimate of the month the work is performed. Items of work will be paid under the previously approved Change Order #2.

Please call at 713-208-3574 or email me at corey.garnett@dannenbaum.com should you have any questions.

Sincerely,
Dannenbaum Engineering Corporation

A handwritten signature in black ink, appearing to read 'Corey Garnett', with a long horizontal flourish extending to the right.

Corey Garnett
Construction Manager

Cc: Bill Babbington, P.E., TxDOT Area Engineer
Mike Fitzgerald, P.E., Galveston County Engineer

Control 0978-01-024
 Project PTF 2009 (235)
 Highway FM 646: FM 1764 to FM 517
 County GALVESTON

CHANGE ORDER FORM

Change Order No. 2

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

DESCRIPTION OF CHANGES: Provide Labor, Equipment, Materials, Supplies and necessary Permits to perform gas line pressure testing and riser installation for gas services along FM 646 from FM 1764 to FM 517. This change order will be paid for by each service completed, not to exceed 87 services.

ATTACHMENTS: RFC #2

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

- | | | | |
|--|------------------------|---|-----------------|
| 1. Original Price: | <u>\$17,545,119.45</u> | Original Time: | <u>674</u> Days |
| 2. Net Change in Price
Due to Prior Change
Orders: | <u>\$0.00</u> | New change in Time Due
to Prior Change Orders: | <u>0</u> Days |
| 3. Price Prior to this
Change Order: | <u>\$17,545,119.45</u> | Time Prior to this
Change Order: | <u>674</u> Days |
| 4. Net Price Change
this Change Order: | <u>\$45,670.65</u> | Net Time Change this
Change Order: | <u>0</u> Days |
| 5. Price resulting from
this Change Order: | <u>\$17,590,790.10</u> | Time resulting from this
Change Order: | <u>674</u> Days |

CO-2 004 2001 Utility Relocation Adj. 87 EA \$524.95 \$45,670.65

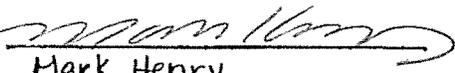
AGREED BY CONTRACTOR: Triple B Services, L.L.P.

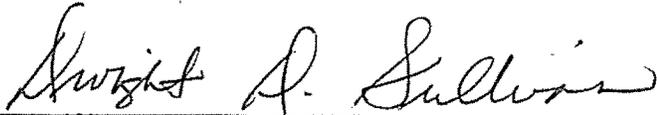
SIGNATURE: John A. Betancourt

TITLE: Project Manager

DATE: 11/24/10

*Recommended
Galv County: Mike Fitzgerald
1-19-11*

APPROVED:  2/2/11
Mark Henry
County Judge Date

ATTEST: 
Dwight D. Sullivan
County Clerk



Triple B Services, L.L.P.

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

RFC #2

Monday, November 22, 2010

Mr. Keith Fredrickson, P.E.
Dannenbaum Engineering Company.
3100 West Alabama
Houston, Texas 77098

RE: Galveston County FM646, Control No. 0978-01-024
Triple B No. 10-0139 -- Request for Change

Dear Mr. Fredrickson:

We are requesting a change order in the amount of \$524.95 per each to test the residential gas meter and connect it to the new gas line. Attached is our subcontractors quote for this work.

Should you have any questions, please do not hesitate to call me at 832-465-9016.

Sincerely,
Triple B Services, L.L.P.

John A. Betancourt

John A. Betancourt, P.E.
Project Manager

87 SERVICES @ \$524.95

\$45,670.65

Cc: Corey Garnett w/ Dannenbaum Engineering Co.

\$495	-	SUBCONTRACTOR QUOTE
\$24.75	-	5% MARK-UP
\$519.75	-	SUB TOTAL
\$5.20	-	1% BOND
<hr/>		
\$524.95	-	TOTAL



T.D.C. Plumbing, Inc.
M-15233
31780 Huffman New Caney Rd.
New Caney, Texas 77357
Phone: 281-399-8358
Fax: 281-399-2718

PROPOSAL

Texas State Board Of Plumbing, Examiners
P.O. Box 4200 * Austin, Texas 78765
512-458-2145 * 1-800-845-8584

To: Triple B Services
Job Santa Fe Tx. Hwy 848 Between 1764 & 4th Street

DATE
11/18/2010

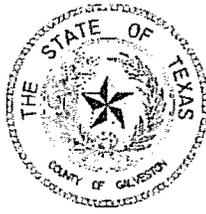
Description	Quantity	Unit Price	Amount
Pressure Test Existing Gas Line	1	145	145
Need Access Inside Buildings to Check Gas Appliances			
If no Leaks or Code Violations Are Found We Will Move Gas Riser to New Meter Location (Includes Up To 10' of New Piping)	1	350	350
		Total	495

If existing gas service line is damaged or corroded it may not be possible to connect to and extend the line. In this case replacement of the entire gas service line will be necessary.

Common Code Violations include but are not limited to:

- Old Wedge Type Gas Valves
- Copper Gas Connectors
- Single Wall Vent Piping @ Water Heater & Furnace
- Improper Clearance @ Water Heater & Furnace Vent Piping
- Old Style Roof Jacks
- Temperature & Pressure Relief Valves Inoperable
- Temperature & Pressure Relief Lines Missing
- Temperature & Pressure Relief Lines Under Sized
- Temperature & Pressure Relief Lines W/Reverse Flow

If Any of These problems Are Found They Will Be Brought To The Attention Of The City Of Santa Fe For Farther Inspections
PRICE DOES NOT INCLUDE THE REPAIR, REPLACEMENT, OR CORRECTION OF ANY PROBLEMS OR CODE VIOLATIONS.



THE COUNTY OF GALVESTON
Office of the County Engineer

722 MOODY
GALVESTON, TX 77550
(409) 770-5399 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

G. MICHAEL FITZGERALD, P.E.
COUNTY ENGINEER

February 2, 2011

Keith Fredrickson
Dannenbaum Engineering
3100 West Alabama
Houston, Texas 77098

Re: FM 646, Triple B Services, LLP, Change Order 2

Dear Mr. Fredrickson,

On February 2, 2011 Commissioners Court approved the above mentioned change order for the FM 646 PTF project with Triple B Services, LLP Enclosed is your original. Please call if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "G. M. Fitzgerald".

G. Michael Fitzgerald, P.E.
County Engineer

GMF/ear



T.D.C. Plumbing, Inc.
M-15233
31780 Huffman New Caney Rd.
New Caney, Texas 77357
Phone: 281-399-8358
Fax: 281-399-2718

PROPOSAL

Texas State Board Of Plumbing, Examiners
P.O. Box 4200 * Austin, Texas 78765
512-458-2145 * 1-800-845-6584

To: Triple B Services

DATE Of Bid
11/18/2010

Job Santa Fe Tx. Hwy 646 Between 1764 & 4th Street

1st Set of Addresses I was Given

1311-1301-1340-353-1002-1317-1432-1253-1813-1929-1931-2014-2029

I looked @ All These on 1-17-11 Called for Underground Lines to be Marked

① 1-18-11 Gas Test 2926-1931-2014-3136 Called for Inspection They Passed
So We Moved Gas Riser to Accept New Meter

② 1-19-11 Gas Test 12536 Thaman 2926 HW 646-1931-2014-1925-
Called for Inspection They Passed So We Moved Gas Riser to Accept New Meter

③ 1-20-11 Gas Test 2014-1813-1929 Called for Inspection They Passed
So We Moved Gas Riser to Accept New Meter

Made Several Attempts to Get in Connect With Residents Left Notices

④ Gas Test 2711-3229-1933 Called for Inspection They Passed
So We Moved Gas Riser to Accept New Meter

⑤ Was Getting Call From Residents & Making Appointments or Finding Out
Some Residents Had Already Switched to Electric Appliances

1317 Left Message 1321 Called Do Not Need New Gas Meter

2029 No Contact 3124 No Contact 3128 Left Message 2529 No Contact

⑥ 1-27-11 Gas Test 2724-3203-1317 Called for Inspection They Passed
So We Moved Gas Riser to Accept New Meter

3117 No New Gas Meter Needed 2029-3134 No One Home

2800 No Contact

⑦ 1-28-11 1002-1432 HW 646 Called for Inspection They Passed
So We Moved Gas Riser to Accept New Meter

3134-3128-2029-2529 No One Home

⑧ 1-29-11 1129 HW 646 Meet W Customer

⑨ 1-31-11 1129 Gas Test

1002 3134-3128 2029-2529 No One Home

1-27-11 1002 Gas Test Called for Inspection They Passed

So We Moved Gas Riser to Accept New Meter

⑩ 2-16-11 2029 Gas Test Called for Inspection They Passed

So We Moved Gas Riser to Accept New Meter

2029 1/2 Gas Test Called for Inspection They Passed

So We Moved Gas Riser to Accept New Meter

⑪ 3-2-11 3128 Retest Gas System After Customer Made Repairs

Called for Inspection They Passed

So We Moved Gas Riser to Accept New Meter

6-1-11 2529 Customer Called (Earl 409-682-0807) Ready for Gas Test

⑫ 6-1-11 Done Gas Test Moved Riser Ready for New Meter

ALL this
happened on
1/25 & 1/27

12 Total Days onsite

Control 0978-01-024
 Project PTF 2009 (235)
 Highway FM 646: FM 1764 to FM 517
 County GALVESTON

CHANGE ORDER FORM

Change Order No. 3

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

DESCRIPTION OF CHANGES: Correct Change Order No. 1 unit prices for the 24" RCP deduct and 24" Jack & Bore Item.

ATTACHMENTS: Change Order No. 1

	<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
1. Original Price:	<u>\$17,545,119.45</u>	Original Time: <u>674</u> Days
2. Net Change in Price Due to Prior Change Orders:	<u>\$36,290.36</u>	New change in Time Due to Prior Change Orders: <u>21</u> Days
3. Price Prior to this Change Order:	<u>\$17,581,409.81</u>	Time Prior to this Change Order: <u>695</u> Days
4. Net Price Change this Change Order:	<u>\$0.00</u>	Net Time Change this Change Order: <u>0</u> Days
5. Price resulting from this Change Order:	<u>\$17,581,409.81</u>	Time resulting from this Change Order: <u>695</u> Days

464 2005 RC PIPE (CLIII)(24 IN)	LF	2600	\$65.00	\$169,000.00
464 2005 RC PIPE (CLIII)(24 IN)	LF	(2600)	\$30.00	(\$78,000.00)
476 2012 JACK BOR OR TUN PIPE (24 IN)(RC)(CL IV)	LF	(2600)	\$96.627	(\$251,230.32)
476 2012 JACK BOR OR TUN PIPE (24 IN)(RC)(CL IV)	LF	2600	\$61.627	\$160,230.32

AGREED BY CONTRACTOR: Triple B Services, L.L.P.

SIGNATURE: Donna Buckle

TITLE: Sr. Project Administrator

DATE: May 28, 2013

*Mike Fitzgerald
5-30-13*

DO NOT WRITE BELOW THIS LINE

APPROVED: _____
Mark Henry
County Judge

Date

ATTEST: _____
Dwight D. Sullivan
County Clerk



THE COUNTY OF GALVESTON

Office of the County Engineer

722 MOODY

GALVESTON, TX 77550

(409) 770-5399 (409) 770-5549 (281) 316-8300

FAX (409) 770-5559

G. MICHAEL FITZGERALD, P.E.
COUNTY ENGINEER

July 7, 2010

Keith Fredrickson
Dannenbaum Engineering
3100 West Alabama
Houston, Texas 77098

Re: FM 646, Triple B Services, LLP, Change Order 1

Dear Mr. Fredrickson,

On July 7, 2010 Commissioners Court approved the above mentioned change order for the FM 646 PTF project with Triple B Services, LLP. Enclosed is your original. Please call if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "G. M. Fitzgerald".

G. Michael Fitzgerald, P.E.
County Engineer

GMF/ear

Control 0978-01-024
 Project PTF 2009 (235)
 Highway FM 646: FM 1764 to FM 517
 County GALVESTON

CHANGE ORDER FORM

Change Order No. 1

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

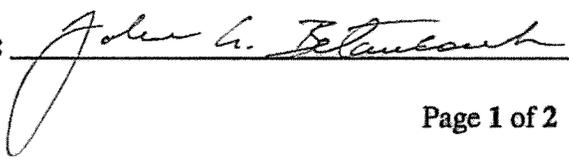
DESCRIPTION OF CHANGES: Provide Labor, Equipment, Materials and Supplies to perform all the necessary work to bore the 24" RCP cross culverts in lieu of the cut and restore method as indicated in Phase IA of the Traffic Control Plan (sheet 128) of the Project Drawings.

ATTACHMENTS: Sheet 128, RFC #1

	<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
1. Original Price:	<u>\$17,545,119.45</u>	Original Time: <u>674</u> Days
2. Net Change in Price Due to Prior Change Orders:	<u>0</u>	New change in Time Due to Prior Change Orders: <u>0</u> Days
3. Price Prior to this Change Order:	<u>\$17,545,119.45</u>	Time Prior to this Change Order: <u>674</u> Days
4. Net Price Change this Change Order:	<u>0</u>	Net Time Change this Change Order: <u>0</u> Days
5. Price resulting from this Change Order:	<u>\$17,545,119.45</u>	Time resulting from this Change Order: <u>674</u> Days

464 2005 RC PIPE (CLIII)(24 IN)	LF	(2600)	\$65.00	(\$169,000.00)
400 2005 CEM STABIL BKFL	CY	(1242.8)	\$22.00	(\$27,341.60)
400 2008 CUT & RESTORE PAV (ASPH)	SY	(1444.44)	\$38.00	(\$54,888.72)
476 2012 JACK BOR OR TUN PIPE (24 IN)(RC)(CL IV)	LF	2600	\$96.627	\$251,230.32

AGREED BY CONTRACTOR: Triple B Services, L.L.P.

SIGNATURE: 

TITLE: Project Manager

DATE: 06/24/10

DO NOT WRITE BELOW THIS LINE

APPROVED: *James D Yarbrough* 07/07/10
James D Yarbrough Date
County Judge

ATTEST: *Mary Ann Daigle*
Mary Ann Daigle
County Clerk





Triple B Services, L.L.P.

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

Monday, June 14, 2010

Mr. Keith Fredrickson, P.E.
Dannenbaum Engineering Company.
3100 West Alabama
Houston, Texas 77098

RE: Galveston County FM646, Control No. 0978-01-024
Triple B No. 10-0139 – Request for Change #1

Dear Mr. Fredrickson:

We are requesting to use 24" RCP Class IV pipe for boring the laterals crossing FM 646 in lieu of the proposed open cut construction as shown on plan sheet no. 128. This will be at no additional cost to the owner.

Should you have any questions, please do not hesitate to call me at 832-465-9016.

Sincerely,
Triple B Services, L.L.P.

John A. Betancourt, P.E.
Project Manager

Control 0978-01-024
 Project PTF 2009 (235)
 Highway FM 646: FM 1764 to FM 517
 County GALVESTON

CHANGE ORDER FORM

Change Order No. 1

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

DESCRIPTION OF CHANGES: Provide Labor, Equipment, Materials and Supplies to perform all the necessary work to bore the 24" RCP cross culverts in lieu of the cut and restore method as indicated in Phase IA of the Traffic Control Plan (sheet 128) of the Project Drawings.

ATTACHMENTS: Sheet 128, RFC #1

	<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
1. Original Price:	<u>\$17,545,119.45</u>	Original Time: <u>674</u> Days
2. Net Change in Price Due to Prior Change Orders:	<u>0</u>	New change in Time Due to Prior Change Orders: <u>0</u> Days
3. Price Prior to this Change Order:	<u>\$17,545,119.45</u>	Time Prior to this Change Order: <u>674</u> Days
4. Net Price Change this Change Order:	<u>0</u>	Net Time Change this Change Order: <u>0</u> Days
5. Price resulting from this Change Order:	<u>\$17,545,119.45</u>	Time resulting from this Change Order: <u>674</u> Days

464 2005 RC PIPE (CLIII)(24 IN)	LF (2600)	\$65.00 ^{30.00}	(\$169,000.00)
400 2005 CEM STABIL BKFL	CY (1242.8)	\$22.00	(\$27,341.60)
400 2008 CUT & RESTORE PAV (ASPH)	SY (1444.44)	\$38.00	(\$54,888.72)
476 2012 JACK BOR OR TUN PIPE (24 IN)(RC)(CL IV)	LF 2600	\$96.627 ^{61.627}	\$251,230.32

AGREED BY CONTRACTOR: Triple B Services, L.L.P.

SIGNATURE: John A. Blanton

TITLE: Project Manager

DATE: 06/24/10

DO NOT WRITE BELOW THIS LINE

APPROVED: *James D Yarborough* 07/07/10
James D Yarborough Date
County Judge

ATTEST: *Mary Ann Daigle*
Mary Ann Daigle
County Clerk

The seal of the County Clerk of Livingston, Missouri, is circular. It features a central five-pointed star with the letter 'S' on it. The words 'LIVINGSTON MISSOURI' are written around the perimeter of the seal.



Triple B Services, L.L.P.

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

Monday, June 14, 2010

Mr. Keith Fredrickson, P.E.
Dannenbaum Engineering Company.
3100 West Alabama
Houston, Texas 77098

RE: Galveston County FM646, Control No. 0978-01-024
Triple B No. 10-0139 – Request for Change #1

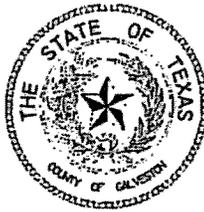
Dear Mr. Fredrickson:

We are requesting to use 24" RCP Class IV pipe for boring the laterals crossing FM 646 in lieu of the proposed open cut construction as shown on plan sheet no. 128. This will be at no additional cost to the owner.

Should you have any questions, please do not hesitate to call me at 832-465-9016.

Sincerely,
Triple B Services, L.L.P.

John A. Betancourt, P.E.
Project Manager



THE COUNTY OF GALVESTON

Office of the County Engineer

722 MOODY

GALVESTON, TX 77550

(409) 770-5399 (409) 770-5549 (281) 316-8300

FAX (409) 770-5559

G. MICHAEL FITZGERALD, P.E.
COUNTY ENGINEER

July 7, 2010

Keith Fredrickson
Dannenbaum Engineering
3100 West Alabama
Houston, Texas 77098

Re: FM 646, Triple B Services, LLP, Change Order 1

Dear Mr. Fredrickson,

On July 7, 2010 Commissioners Court approved the above mentioned change order for the FM 646 PTF project with Triple B Services, LLP. Enclosed is your original. Please call if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "G. M. Fitzgerald".

G. Michael Fitzgerald, P.E.
County Engineer

GMF/ear

Control 0978-01-024
 Project PTF 2009 (235)
 Highway FM 646: FM 1764 to FM 517
 County GALVESTON

CHANGE ORDER FORM

Change Order No. 4

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

DESCRIPTION OF CHANGES: Provide labor, equipment, material and supplies to provide Sign Mounting Hardware as indicated in the revised Summary of Small Signs.

ATTACHMENTS: Summary of Small Signs

	<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
1. Original Price:	<u>\$17,545,119.45</u>	Original Time: <u>674</u> Days
2. Net Change in Price Due to Prior Change Orders:	<u>\$36,290.36</u>	New change in Time Due to Prior Change Orders: <u>21</u> Days
3. Price Prior to this Change Order:	<u>\$17,581,409.81</u>	Time Prior to this Change Order: <u>695</u> Days
4. Net Price Change this Change Order:	<u>\$5,431.63</u>	Net Time Change this Change Order: <u>30</u> Days
5. Price resulting from this Change Order:	<u>\$17,586,841.44</u>	Time resulting from this Change Order: <u>725</u> Days

CO-4	644-2002	INS SM RD SN SUP & AM TY 10BWG (1) SA (P-BM)	EA	13	\$493.13	\$6,410.69
CO-4	644-2004	INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	EA	7	\$530.25	\$3,711.75
CO-4	644-2013	INS SM RD SN SUP & AM TY 10BWG (2) SA (P)	EA	2	\$1,219.57	\$2,439.14
CO-4	644-2001	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	(15)	\$310.93	(\$4,663.95)
CO-4	644-2006	INS SM RD SN SUP & AM TY 10BWG (1) SA (U)	EA	(5)	\$493.20	(\$2,466.00)

AGREED BY CONTRACTOR: Triple B Services, L.L.P.

SIGNATURE: Loanna Burke

TITLE: M. Depot Administrator

DATE: May 28, 2013

Mike Fitzgerald
5-30-13

DO NOT WRITE BELOW THIS LINE

APPROVED: _____
Mark Henry
County Judge

Date

ATTEST: _____
Dwight D. Sullivan
County Clerk

Date: 23-Jan-13
Project: TxDOT Galveston County FM 646
Contractor: Triple B Services, L.L.P.

Gentlemen:

Below are the pricing for the road signs based on the revised Summary of Small Sign Sheets submitted by Dannenbaum Engineering for the FM 646 project, .

BID ITEM	UNIT	Quantity	Description	Unit Price	TOTAL
644-2001	EA	57	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	\$310.93	\$17,723.01
644-2002	EA	13	INS SM RD SN SUP&AM TY 10BWG(1)SA(P-BM)	\$493.13	\$6,410.69 ✓
644-2004	EA	7	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	\$530.25	\$3,711.75 ✓
644-2006	EA	1	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	\$493.20	\$493.20
644-2013	EA	2	IN SM RD SN SUP&AM TY10BWG(2)SA(P)	\$1,219.57	\$2,439.14 ✓
CREDIT ITEM					
644-2001	EA	-15	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	\$310.93	(\$4,663.95) ✓
644-2006	EA	-5	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	\$493.20	(\$2,466.00) ✓

~~Bold Items Are Existing Contract Unit Prices~~

Total Amount Of Change Order =

Additional Time Required for Fabrication & Installation 45 Days

Should you have any questions, please call me at 832-465-9016.

~~\$23,647.84~~
 \$ 5431.90
 CORRECT QTY
 AMOUNT
 TO ADD
 CA

Submitted By:
 Triple B Services, L.L.P.

John A. Betancourt

John A. Betancourt, P.E.
 Project Manager

WILLOW CITY SIGN & RAIL, INC.
P.O. Box 455
Magnolia, Texas 77353
Cindy Rhoades, President
Phone #281-356-6663 Fax #281-356-6387
"Disadvantaged Business Enterprise"

January 21, 2013

Triple B Services

ATTN: John Betancourt

Galveston County, FM 646

RE: New Quote for Signs

CONTRACT AMOUNT
310,93

<u>BID ITEM</u>	<u>UNIT</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>TOTAL</u>
644-2001	EA	57	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	\$ 316.00	\$ 18,012.00
644-2002	EA	13	INS SM RD SN SUP&AM TY 10BWG(1)SA(P-BM	\$ 465.00	\$ 6,045.00
644-2004	EA	7	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	\$ 500.00	\$ 3,500.00
644-2006	EA	1	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	\$ 472.00	\$ 472.00
644-2013	EA	2	IN SM RD SN SUP&AM TY10BWG(2)SA(P)	\$1,150.00	\$ 2,300.00
				TOTAL	\$ 30,329.00

NOTE: TRAFFIC CONTROL IS NOT INCLUDED IN THIS QUOTE

NOTE: This Quote does not include Umbrella Liability Insurance.

NOTE: This Quote does not include Performance or Payment Bonds.

NOTE: Allow 6 weeks for fabrication & installation

SUBMITTED BY: CINDY RHOADES

ACCETPED BY _____ DATE _____
Triple B Services

SUMMARY OF SMALL SIGNS

LAYOUT SHEET NO.	SIGN NO.	SIGN TYPE	SIGN TEXT	SIGN DIMENSIONS (IN)	PLYWOOD SIGNS	ALUMINUM SIGNS	644 - INS SM RD SN SUP & AM																			
							TYPE OF MOUNT																			
							2001 10BVG (1) SA (P) EA	2002 10BVG (1) SA (P) EA	2004 10BVG (1) SA (P) EA	2005 10BVG (1) SA (P) EA	2006 10BVG (1) SA (P) EA	2013 10BVG (2) SA (P) EA	2014 10BVG (2) SA (P) EA	2022 SBO (1) SA (P) EA	2023 SBO (1) SA (P) EA	2025 SBO (1) SA (P) EA	2026 SBO (1) SA (P) EA	2027 SBO (1) SA (P) EA	2028 SBO (1) SA (P) EA	2029 SBO (1) SA (P) EA	2030 SBO (1) SA (P) EA	2031 SBO (1) SA (P) EA	2042 SBO (1) SA (P) EA	2044 SBO (1) SA (P) EA		
	5	R3-9B	CENTER LANE ONLY	24X36		X	X																			
	6	M3-1 M1-6F	NORTH FARM ROAD 646	24X12 24X24		X	X																			
			14 ST NEXT INTERSECTION	70X30		X																				
15 OF 18	3	1-2B	ENTERING SANTA FE CITY LIMIT POP. 9458 LEAVING DICKINSON	78X60		X																				
8 OF 18	8	D3-1 D3-1 R1-1	FM 646 HARRIET LN STOP	30X12 36X12 30X30		X	X																			
	9	R3-9B	CENTER LANE ONLY	24X36		X	X																			
	10	R3-9B	CENTER LANE ONLY	24X36		X	X																			
9 OF 18	1	R2-1	SPEED LIMIT XX	24X30		X	X																			
	2	R2-1	SPEED LIMIT XX	24X30		X	X																			
10 OF 18	1	D3-1 D3-1 R1-1	FM 646 PONDEROSA DR STOP	30X12 42X12 30X30		X	X																			
	2	R3-9B	CENTER LANE ONLY	24X36		X	X																			
	3	R3-9B	CENTER LANE ONLY	24X36		X	X																			
	4	D3-1 D3-1 R1-1	FM 646 THAMAN ST STOP	30X12 36X12 30X30		X	X																			
11 OF 18	1	R2-1	SPEED LIMIT XX	24X30		X	X																			
	2	R3-9B	CENTER LANE ONLY	24X36		X	X																			
	3	R3-9B	CENTER LANE ONLY	24X36		X	X																			
12 OF 18	1	D3-2	2ND ST NEXT INTERSECTION	90X30		X																				
	2	R2-1	SPEED LIMIT XX	24X30		X	X																			
13 OF 18	1	M3-1 M1-6F	SOUTH FARM ROAD 646	24X12 24X24		X	X																			
	2	R3-9B	CENTER LANE ONLY	24X36		X	X																			
	3	D3-1 D3-1 R1-1	FM 646 2ND ST STOP	30X12 30X12 30X30		X	X																			
	4	D3-1 D3-1 R1-1	FM 646 2ND ST STOP	30X12 30X12 30X30		X	X																			
	5	R3-9B	CENTER LANE ONLY	24X36		X	X																			
	6	M3-1 M1-6F	NORTH FARM ROAD 646	24X12 24X24		X	X																			
	7	D3-2	2ND ST NEXT INTERSECTION	90X30		X																				
	8	R2-1	SPEED LIMIT XX	24X30		X	X																			
14 OF 18	1	R19-6	LITTERING PROHIBITED \$10-\$2000 STATE LAW	48X30		X	X																			
	2	R3-9B	CENTER LANE ONLY	24X36		X	X																			
	3	R3-9B	CENTER LANE ONLY	24X36		X	X																			
15 OF 18	1	R3-9B	CENTER LANE ONLY	24X36		X	X																			
	2	R3-9B	CENTER LANE ONLY	24X36		X	X																			
16 OF 18	1	R2-1	SPEED LIMIT XX	24X30		X	X																			
	2	R2-1	SPEED LIMIT XX	24X30		X	X																			
	3	R19-2	WATCH FOR ICE ON BRIDGE	36X36		X	X																			
	4	R3-9B	CENTER LANE ONLY	24X36		X	X																			

2008 1-001
 SHEET NO. 106
 DATE: 09/28/01
 PROJECT: 646

SUMMARY OF SMALL SIGNS

ALUMINUM SIGN BLANKS: A1
 Square Ft. Min. Thickness
 Less than 7.5 0.080"
 7.5 to 25 0.090"
 Greater than 25 0.125"

GENERAL NOTES:
 ALL SIGNS SHALL BE ERECTED ACCORDING TO THE LOCATION SHOWN ON THE LAYOUT SHEETS EXCEPT SIGN IN ORDER TO SECURE A MORE DESIRABLE LOCATION. THE CONTRACTOR WILL STAKE ALL SIGN LOCATIONS, AND NO CHANGES IN THOSE LOCATIONS SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

Control 0978-01-024
 Project PTF 2009 (235)
 Highway FM 646; FM 1764 to FM 517
 County GALVESTON

CHANGE ORDER FORM

Change Order No. 5

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

DESCRIPTION OF CHANGES: Provide new domestic galvanized hardware sets for TxDOT owned Low Profile Concrete Barrier (LPCB).

ATTACHMENTS: Bid Estimate, Invoice and supporting documents.

	<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
1. Original Price:	<u>\$17,545,119.45</u>	Original Time: <u>674</u> Days
2. Net Change in Price Due to Prior Change Orders:	<u>\$41,721.99</u>	New change in Time Due to Prior Change Orders: <u>51</u> Days
3. Price Prior to this Change Order:	<u>\$17,586,841.44</u>	Time Prior to this Change Order: <u>725</u> Days
4. Net Price Change this Change Order:	<u>\$48,071.16</u>	Net Time Change this Change Order: <u>0</u> Days
5. Price resulting from this Change Order:	<u>\$17,634,912.60</u>	Time resulting from this Change Order: <u>725</u> Days

 CO-5 5050-2002 Hardware for Low Profile Concrete Barriers (LPCB) EA 1206 \$39.86 \$48,071.16

AGREED BY CONTRACTOR: Triple B Services, L.L.P.

SIGNATURE: Hanna Barbel

TITLE: Asst. Project Administrator

DATE: May 28 2013

DO NOT WRITE BELOW THIS LINE

Mike Zupercud
 5-30-13

APPROVED: _____
Mark Henry
County Judge

_____ Date

ATTEST: _____
Dwight D. Sullivan
County Clerk



Triple B Services, L.L.P.

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

Monday, March 28, 2011

Mr. Corey Garnett
Dannenbaum Engineering Company.
3100 West Alabama
Houston, Texas 77098

RE: Galveston County FM646, Control No. 0978-01-024
Triple B No. 10-0139 – Barrier Bolt Change Order

Dear Mr. Garnett:

The unit price for a brand new barrier bolt will be \$39.86 which includes nuts, washers, and freight delivered to the job site. We will be using approximately 1,206 bolts which is an estimated total cost of \$48,071.16.

Should you have any questions, please do not hesitate to call me at 832-465-9016.

Sincerely,
Triple B Services, L.L.P.

John A. Betancourt, P.E.
Project Manager

CONTROL: 0978-01-024
PROJECT: PTF 2009 (235)
HIGHWAY: FM 646
COUNTY: GALVESTON

**REQUEST FOR PAYMENT OF MATERIALS ON HAND
SUMMARY PAGE**

Sheet Totals	Amount
Sheet <u>1</u> of <u>2</u>	0.00
Sheet <u>2</u> of <u>2</u>	48,071.16
Sheet _____ of _____	
Total Value:	48,071.16
Less Previous Total Value:	48,071.16
Net Change This Estimate:	0.00

1. Materials are non-perishable and suitable for incorporation into the work.
2. Base and aggregates are stockpiled at a non-commercial plant (source) in the vicinity of the project. A commercial source is defined as any source that supplies Base, Aggregates, HMACP or Concrete to the general public.
3. All materials are stored properly to prevent deterioration, contamination or intermingling of stockpiles.
4. Paid invoices are on file for any material that has been included in two estimate cycles.
5. All materials are identified and set apart for this project and have not been included in a request for payment on any other TxDOT project.
6. Section VI(A) of the TxDOT publication "Construction Estimates" is a complete guide for materials on hand payment and shall be used to evaluate Contractor's requests.
7. The signatory hereby warrants that they have the authority to execute this request.

I certify that the quantities and values shown on this request for payment are true and correct. The materials are stored on the project site, or in TxDOT-approved locations, and meet all requirements shown hereon.

TRIPLE B SERVICES, LLP
Contractor

DONNA BURKE
Name (Print or Type)

SENIOR PROJECT ADMINISTRATOR

Title

 Signature

04/11/13
Date



13420 HEMPSTEAD RD
HOUSTON, TX 77040

Invoice

Date	Invoice #
3/23/2011	47996

PAID
03/23/2011

Bill To	Ship To
TRIPLE B SERVICES COD..COD..COD..	CWR W/C STONEY HSTN, TX 832 324 3264

P.O. No.	S.O. No.	Terms	Due Date	REP	Ship Date	Ship Via	FOB
5151	46813	COD	3/23/2011	EF	3/8/2011	CWR/WC	HSTN, TX
Item	Description			Ordered	Invoiced	Rate	Amount
TEE	1-1/4 X 26" ROD A36 GALV. TBE 4" W/ (2) 2H HN W/ (2) F436 F/W **DOMESTIC**			1220	1,220	31.56	38,503.20
ADD LINE	TEX DOT INSPECTION REQUIRED GALVESTON COUNTY PROJECT# 10-0139 CJS 0978-01-24 PTF2009 (235)			1	1	0.00	0.00
Thank you for your business.							\$38,503.20
						(0.0%)	\$0.00
Phone #	Fax #	E-mail					
713-939-9999	7130939-7200	ERICA@MADDENBOLT.COM		\$38,503.20			

Corey Garnett

From: Bill Babbington <Bill.Babbington@txdot.gov> <Bill.Babbington@txdot.gov>
Sent: Monday, October 25, 2010 1:00 PM
To: Corey Garnett
Cc: James Geesing; Todd Corbin
Subject: Re: Questions

Corey:

I checked with my sources and there is a shortage of low profile CTB hardware. When the use of the CTB from stockpile was requested it was indicated on the approval form that the hardware was not available.

>>> Corey Garnett <Corey.Garnett@dannenbaum.com> 10/25/2010 11:31 AM >>>

Can you point me in the right direction as to where I can locate bolts and hardware for the TY 1 supplied by TxDOT. Jimmy says you don't have any at your office.

Thank you,

*Corey Garnett
Construction Manager*

DANNENBAUM
ENGINEERING CORPORATION

3100 West Alabama St.
Houston Texas 77098
713.527.9570 main office
713.527.6340 fax
713.208.3574 cell
corey.garnett@dannenbaum.com

=====
Texas Transportation Forum
www.texastransportationforum.com

Corey Garnett

From: Bill Babbington <Bill.Babbington@txdot.gov>
Sent: Monday, October 25, 2010 4:21 PM
To: Keith Fredrickson; Wes Naumann
Cc: Corey Garnett
Subject: Re: FM 646 LPCB

Keith:

Item is 5050-2001. Prices range from \$1.00 - \$262.40 ea.

>>> Keith Fredrickson <Keith.Fredrickson@dannenbaum.com> 10/25/2010 3:34 PM >>>

Wes,

We have TxDOT supplied TY 1 Low Profile Concrete Barrier on the project. We found out that there is a connection hardware shortage so we will probably have to do a change order for the hardware. The contractor is supplying the TY 2 Barriers and will have to provide one set for each barrier they supply. I'm sure this isn't the first time hardware had to be contractor supplied but I can't find an item number for it to check average low bid price. Can you help with a item number?

Thanks,

Keith Fredrickson
Construction Manager

DANNENBAUM
ENGINEERING CORPORATION

3100 West Alabama
Houston, Texas 77098-2094
DIR 713-527-6469

=====
Texas Transportation Forum
www.texastransportationforum.com

OUTSIDE VENDOR SECONDARY
QUOTE TO VERIFY / SUBSTANTIATE

Corey Garnett

From: Craig Drachman <craig@associatedsteelfab.com>
Sent: Wednesday, November 03, 2010 2:32 PM
To: Corey Garnett
Subject: Re: Quote

TBS - PRICING.



Grade 5 washers is a bolt spec, offering ASTM F844

\$35.10 each set/unit as stated below
IMPORT MATERIAL
10-12 working days



----- Original Message -----

From: Corey Garnett
To: craig@associatedsteelfab.com
Sent: Tuesday, October 26, 2010 8:59 AM
Subject: Quote

1600 units that take the following -

- 2 - 1 1/4" x 26" ASTM A36 Bolts
 - 4 - 1 1/4" ASTM A307 Hex nuts
 - 4 - Grade 5 Washers
- All Hot-Dip Galvanized to ASTM A153

Thank you,

*Corey Garnett
Construction Manager*

DANNENBAUM
ENGINEERING CORPORATION

3100 West Alabama St.
Houston Texas 77098
713.527.9570 main office
713.527.6340 fax
713.208.3574 cell
corey.garnett@dannenbaum.com

Corey Garnett

From: Corey Garnett
Sent: Monday, March 21, 2011 10:37 AM
To: Bill Babbington
Cc: Todd Corbin; James Geesing
Subject: Bolts for Barriers

Bill / Todd –

I tried to call both of you last week regarding bolts for FM 646 and I did speak with Jimmy. I know back in October we all went thru the process of looking for bolts and after several attempts were able to locate some. Before we have to execute a 8K change order to the contractor I wanted to see if I could get some help from you one last time. Is it possible for you to contact someone that may know where some are? I heard that there may be some down in Jim Hunts yard but that was second hand info and not sure if they are still there.

Both yards at Long Dr have been depleted and I personally went out and verified they had none available.

Please advise, I will need to order Change Directive no later than the end of the week if no bolts are available.

Thank you,

*Corey Garnett
Construction Manager*

DANNENBAUM
ENGINEERING CORPORATION

3100 West Alabama St.
Houston Texas 77098
713.527.9570 main office
713.527.6340 fax
713.208.3574 cell
corey.garnett@dannenbaum.com

Control 0978-01-024
 Project PTF 2009 (235)
 Highway FM 646; FM 1764 to FM 517
 County GALVESTON

CHANGE ORDER FORM

Change Order No. 6

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

DESCRIPTION OF CHANGES: Remove plugged 12" RCP, install new 12" PVC and tie into new 5'x2' Box Culvert on 4th Street at approx. Sta. 13+60 as directed by Galveston County to assist in positive drainage at this location. Provide Item for Contractor Bonus Payment per Item 585 Ride Quality provision.

ATTACHMENTS: Plan Sheet as built detail and supporting documents.

	<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
1. Original Price:	<u>\$17,545,119.45</u>	Original Time: <u>674</u> Days
2. Net Change in Price Due to Prior Change Orders:	<u>\$89,793.15</u>	New change in Time Due to Prior Change Orders: <u>725</u> Days
3. Price Prior to this Change Order:	<u>\$17,634,912.60</u>	Time Prior to this Change Order: <u>725</u> Days
4. Net Price Change this Change Order:	<u>\$6,780.42</u>	Net Time Change this Change Order: <u>0</u> Days
5. Price resulting from this Change Order:	<u>\$17,641,693.02</u>	Time resulting from this Change Order: <u>0</u> Days

CO 005	Remove & Replace 12" RCP, Install new 12" PVC on 4 th Street	LS	1	\$6,569.42	\$6,569.42
CO 005	585 2001 Ride Quality Bonus	LS	1	\$211.00	\$211.00

AGREED BY CONTRACTOR: Triple B Services, L.L.P.

SIGNATURE: Donna Butcher

TITLE: Asst. Project Administrator

DATE: May 28, 2013

Mike Johnson
5-30-13

DO NOT WRITE BELOW THIS LINE

APPROVED: _____
Mark Henry
County Judge

_____ Date

ATTEST: _____
Dwight D. Sullivan
County Clerk

Triple B Services, L.L.P. - 10-0139
 Price For Replacement of Storm Sewer Pipe Under Asphalt on 4th Street
 TxDOT - FM 646

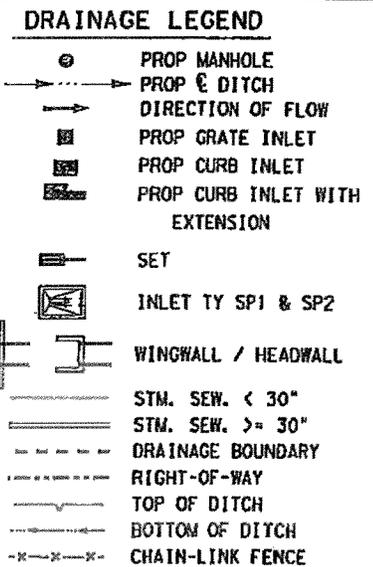
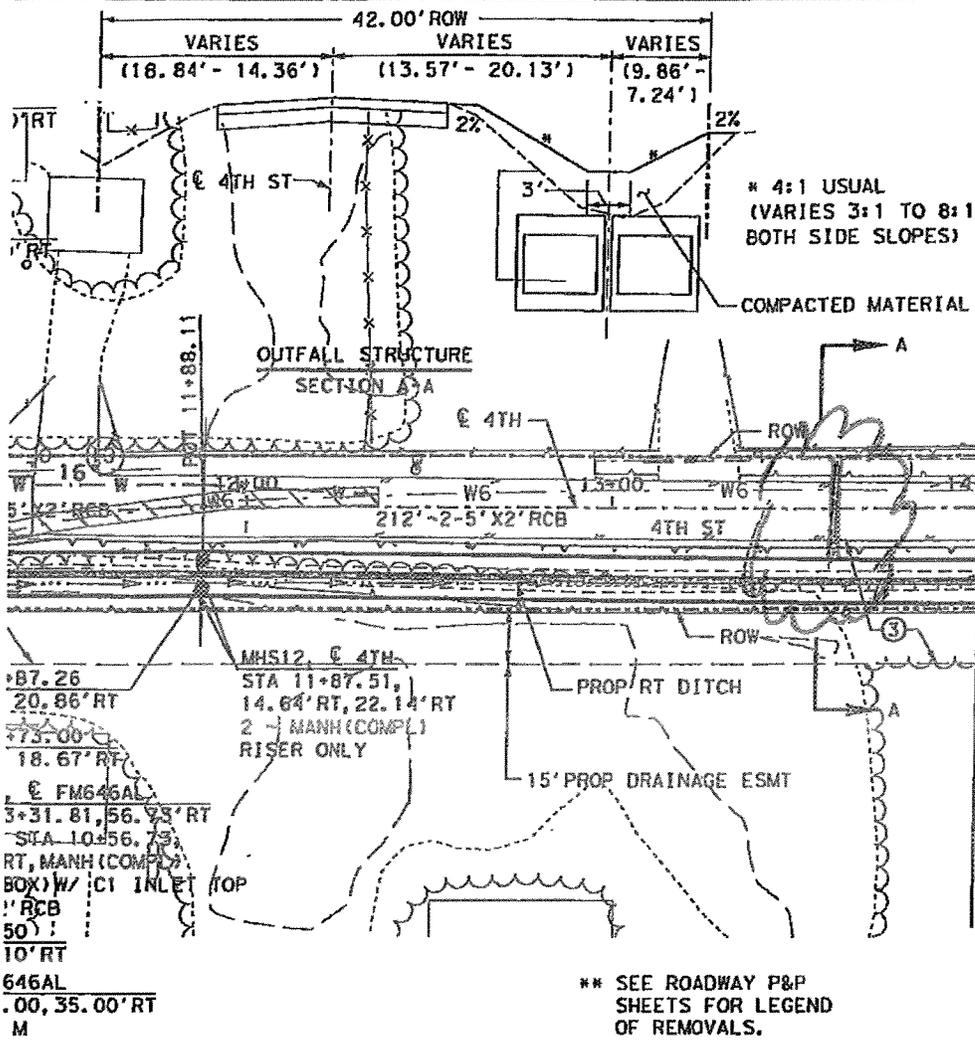
Labor				Unit		Total
Item No.	Description	Quantity	Unit	Price		Amount
1	Ismael Martinez/Foreman	22.5	Hrs	\$	33.75	\$ 759.38
2	Esteban Valdez/Pipe Layer	20.5	Hrs	\$	12.50	\$ 256.25
3	Edward Aguilar/Labor	10	Hrs	\$	9.50	\$ 95.00
4	Vernon Bonner/Labor	10	Hrs	\$	10.75	\$ 107.50
5	Jose Murcia/Operator	10	Hrs	\$	13.00	\$ 130.00
6	Nestor Lopez/Pipe Layer	14	Hrs	\$	14.00	\$ 196.00
	Subtotal					\$ 1,544.13
	x 1.55% Burden					\$ 2,393.39
	x 1.25% Profit					\$ 2,991.74
	x 1.01% Bond Cost =					\$ 3,021.66

Equipment				Unit		Total
Item No.	Description	Quantity	Unit	Price		Amount
1	2 - Deere 310 RTH	20	Hrs	\$	50.70	\$ 1,014.00
2	Compactor	4	Hrs	\$	8.75	\$ 35.00
3	Foreman's Truck	22.5	Hrs	\$	17.96	\$ 404.10
4	Towable Air Compressor Rental (Sunstate)	1	1	\$	178.66	\$ 178.66
	Subtotal					\$ 1,631.76
	x 1.15% Mark Up					\$ 1,876.52
	x 1.01% Bond Cost =					\$ 1,895.29

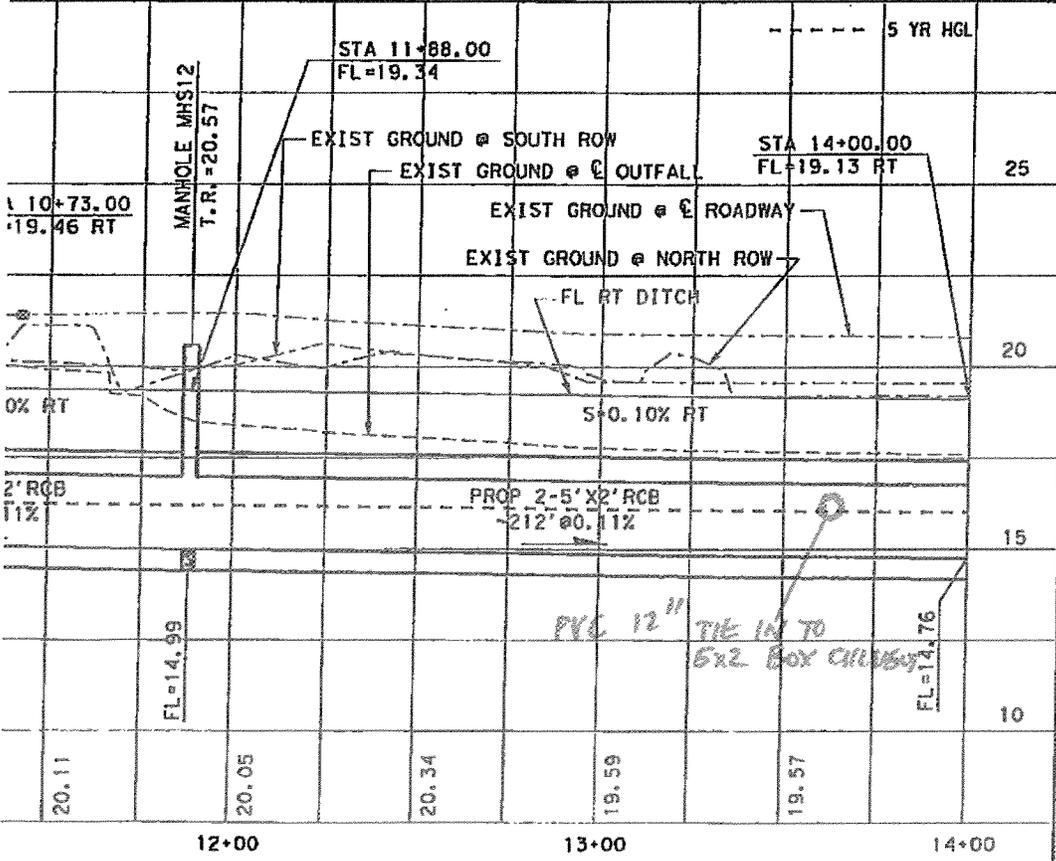
Materials				Unit		Total
Item No.	Description	Quantity	Unit	Price		Amount
1	Cherry Crushed Concrete	17.16	Tons	\$	9.47	\$ 162.51
2	Century Asphalt	1.91	Tons	\$	164.60	\$ 314.39
3	Ferguson - 12" PVC	26	LF	\$	32.00	\$ 832.00
	Subtotal					\$ 1,308.89
	x 1.25% Mark Up					\$ 1,636.11
	x 1.01% Bond Cost =					\$ 1,652.48

Trucking				Unit		Total
Item No.	Description	Quantity	Unit	Price		Amount
1	Trucking		Hrs		\$	-
	Subtotal					\$ -
	x 1.05% Mark Up					\$ -
	x 1.01% Bond Cost =					\$ -

Subcontractor				Unit		Total
Item No.	Description	Quantity	Unit	Price		Amount
	Subtotal					\$ -
	x 1.05% Mark Up					\$ -
	x 1.01% Bond Cost =					\$ -
	Total Amount =					\$ 6,569.42



- NOTES:
- ALL DIMENSIONS FOR TY CI INLETS ARE TO FACE OF CURB.
 - ALL DIMENSIONS FOR GRATE INLETS ARE TO CENTER OF GRATE
 - SEE LATERAL SHEETS FOR LATERAL PROFILES.
 - FOR ALL SIDE STREET STORM SEWER SEE SIDE STREET PLAN & PROFILE SHEETS.
 - STORM SEWER LENGTH SHOWN IS CENTERLINE TO CENTERLINE OF INLETS WHICH DIFFERS FROM PAY LENGTH IN QUANTITY SHEETS.
 - SEE DITCH INTERCEPTOR STRUCTURE DETAIL SHEETS FOR DETAILS.
 - SEE SHEET DETENTION POND TABLE FOR POND ELEVATIONS & OFFSETS.
 - CONTRACTOR IS TO DETERMINE THE DEPTH OF THE EXISTING 6" GAS LINE PRIOR TO PLACING THE PROPOSED STORM SEWER.



③ BLOCK SODDING

0' 25' 50' 75'

SCALE: 1"=50' (H); 1"=5' (V)

12-11-09

STATE OF TEXAS
 A.C. FLORES VARELA
 56939
 REGISTERED PROFESSIONAL ENGINEER

Alexandro Flores
 SIGNATURE OF REGISTRANT

DANNENBAUM
 ENGINEERING CORPORATION
 T.O. P.E. FROM REGISTRATION #382
 8118 WEST ALASKA HOUSTON, TX 77061 (713) 820-0700

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FM 646 FROM FM 1764 TO FM 517

DRAINAGE PLAN & PROFILE

STA 8+00 TO STA 14+00

SHEET 22 OF 51

FED. DIST. NO.	STATE	PROJECT NO.			SHEET NO.
6	TEXAS				487
STATE DIST. NO.	COUNTY	CONT. SECT.	JOB	HWY. NO.	
HOU	GALVESTON	0978	01	024	FM 646

Control 0978-01-024
Project PTF 2009 (235)
Highway FM 646: FM 1764 to FM 517
County GALVESTON

CHANGE ORDER FORM

Change Order No. 007

Purchase Order No. C006589

CONTRACTOR: Triple B Services, L.L.P.

Contractor is directed by Galveston County to make the following changes to the Contract Documents.

DESCRIPTION OF CHANGES: Final Quantity Adjustment to Contract based on Installed Quantities.

ATTACHMENTS: (Copy of Final Estimate)

	<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
1.	Original Price: <u>\$17,545,119.45</u>	Original Time: <u>674</u> Days
2.	Net Change in Price Due to Prior Change Orders: <u>\$96,573.57</u>	New change in Time Due to Prior Change Orders: <u>725</u> Days
3.	Price Prior to this Change Order: <u>\$17,641,693.02</u>	Time Prior to this Change Order: <u>725</u> Days
4.	Net Price Change this Change Order: <u>(\$597,496.63)</u>	Net Time Change this Change Order: <u>0</u> Days
5.	Price resulting from this Change Order: <u>\$17,044,196.39</u>	Time resulting from this Change Order: <u>0</u> Days

.....

:
AGREED BY CONTRACTOR: Triple B Services, L.L.P.

SIGNATURE: Donna Burck

TITLE: M. Project Administrator

DATE: May 28, 2013

DO NOT WRITE BELOW THIS LINE

Mike Johnson
5-30-13

APPROVED: _____
Mark Henry
County Judge

Date

ATTEST: _____
Dwight D. Sullivan
County Clerk

SEQ	ITEM	DESC	SP	DESCRIPTION	UNIT	EST QTY	BID PRICE	BID AMOUNT	ACTUAL QTY	AMOUNT PAID	% COMP	OVER/UNDER
1	100	2001	002	PREPARING ROW	AC	22.80	8,000.00	\$182,400.00	22.80	\$182,400.00	100.00%	\$0.00
2	100	2002		PREPARING ROW	STA	187.83	1,500.00	\$281,745.00	187.83	\$281,745.00	100.00%	\$0.00
3	103	2001		DISPOSAL OF WATER WELLS	EA	6.00	3,000.00	\$18,000.00	4.02	\$12,083.98	66.67%	\$6,000.00
4	104	2009		REMOVING CONC (RIPRAP)	SY	53.00	11.00	\$583.00	10.18	\$1,123.98	192.79%	(\$344.98)
5	104	2017		REMOVING CONC (DRIVEWAYS)	SY	1045.00	5.00	\$5,225.00	771.21	\$3,856.05	73.80%	\$1,368.95
6	105	2011		REMOVING STAB BASE AND ASPH PAV (2'-6")	SY	31736.00	2.25	\$71,406.00	22688.82	\$51,049.85	71.49%	\$20,356.15
7	105	2036		REMOVING STAB BASE & ASPH PAV (15'-20")	SY	65797.00	5.00	\$328,985.00	75620.56	\$378,102.80	114.93%	\$0.00
8	105	2061		REMOVING STAB BASE & ASPH PAV (8'-20")	SY	8779.00	5.00	\$43,895.00	8779.00	\$43,895.00	100.00%	\$0.00
9	110	2001		EXCAVATION (ROADWAY)	CY	34100.00	3.70	\$126,170.00	34100.00	\$126,170.00	100.00%	\$0.00
10	110	2002		EXCAVATION (CHANNEL)	CY	131197.00	2.65	\$511,668.30	131197.00	\$511,668.30	100.00%	\$0.00
11	132	2006	005	EMBANKMENT (FINAL) (DENS COM) (TY C)	CY	69477.00	0.35	\$36,424.50	69477.00	\$184,114.05	100.00%	\$0.00
12	160	2003		FURNISHING AND PLACING TOPSOIL (4")	SY	104070.00	0.35	\$36,424.50	104070.00	\$36,424.50	100.00%	\$0.00
13	161	2017		COMPOST MANUF TOPSOIL (BIP) (4")	SY	190647.00	0.59	\$112,481.73	107443.00	\$63,391.37	56.36%	\$49,090.36
14	162	2002		BLOCK SODDING	SY	104070.00	2.10	\$218,547.00	90439.55	\$189,923.06	86.90%	\$28,623.95
15	162	2003		STRAW OR HAY MULCH	SY	150368.00	0.09	\$13,533.12	40028.00	\$3,602.52	26.62%	\$9,930.60
16	164	2051	004	BROADCAST SEED (TEMP) (WARM OR COOL)	SY	260127.00	0.08	\$20,810.16	149766.00	\$11,982.88	57.58%	\$8,827.28
17	164	2052	004	BROADCAST SEED (PERM) (SPECIAL MIX)	SY	99046.00	0.08	\$7,923.68	92742.22	\$7,419.38	93.64%	\$504.30
18	166	2001	001	FERTILIZER	AC	49.09	385.00	\$18,899.65	48.74	\$18,764.90	99.29%	\$134.75
19	168	2001		VEGETATIVE WATERING	MG	8623.30	1.00	\$8,623.30	8623.30	\$8,623.30	100.00%	\$0.00
20	192	2026		PLANT MATERIAL (65 GAL) (TREE)	EA	463.00	167.92	\$77,746.96	463.00	\$77,746.96	100.00%	\$0.00
21	216	2001		PROOF ROLLING	HR	10.80	100.00	\$1,080.00	10.80	\$1,080.00	100.00%	\$0.00
22	247	2204	003	FL BS (CMP IN PLC) (TY D GR 3) (8")	FL BS	12198.73	12.00	\$146,384.76	11453.00	\$137,436.00	93.89%	\$8,948.76
23	260	2006	001	UME TRT (EXST MATL) (6")	SY	136313.00	1.45	\$197,653.85	131223.20	\$190,273.64	96.27%	\$7,380.21
24	260	2012	001	UME (HYD, COM OR CK) (SLRY OR CK (DRY)	TON	1896.00	130.00	\$238,680.00	1820.37	\$236,648.10	99.15%	\$2,031.90
25	276	2224		CEM TRT (PLANT MX) (CL N) (TY E) (GR 4) (6")	SY	136313.00	4.85	\$661,118.05	136313.00	\$661,118.05	100.00%	\$0.00
26	292	2007		ASPHALT STAB BASE (GR2) (PG 64)	TON	144661.00	58.00	\$838,738.00	14197.21	\$823,438.18	98.18%	\$15,299.82
27	340	2119		D-GR HMA (METH) TY-D SAC-A PG70-22	TON	117.82	145.00	\$17,083.90	70.04	\$10,155.80	59.45%	\$6,928.10
28	368	2001	003	CONC PWMT (CONT REINF - CRCP) (9")	SY	128551.00	27.50	\$3,535,152.50	125451.92	\$3,449,927.80	97.59%	\$85,224.70
29	368	2001	004	WIDE FLANGE PAVEMENT TERMINALS	LF	132.00	375.26	\$49,534.32	132.00	\$49,534.32	100.00%	\$0.00
30	400	2001	004	STRUCT EXCAV	CY	46099.00	0.21	\$9,680.79	40950.68	\$8,599.64	88.83%	\$1,081.15
31	400	2005	004	CEM STABIL BKFL	CY	24810.00	22.00	\$545,820.00	23627.88	\$519,813.36	95.24%	\$26,006.64
32	400	2008	004	CUT & RESTORE PAV (ASPH)	SY	2505.90	38.00	\$95,224.20	579.65	\$22,026.70	23.13%	\$73,197.50
33	402	2001		TRENCH EXCAVATION PROTECTION	LF	28610.00	0.55	\$15,735.50	24200.50	\$13,310.28	84.59%	\$2,425.23
34	403	2001		TEMPORARY SPL SHORING	SF	72.00	53.61	\$3,859.92	228.00	\$12,223.08	316.67%	(\$8,363.16)
35	416	2001	001	DRILL SHAFT (18 IN)	LF	60.00	41.82	\$2,509.20	60.00	\$2,509.20	100.00%	\$0.00
36	416	2003	001	DRILL SHAFT (30 IN)	LF	1708.00	98.64	\$168,477.12	1708.00	\$168,477.12	100.00%	\$0.00
37	416	2004	001	DRILL SHAFT (36 IN)	LF	75.00	143.67	\$3,591.75	25.00	\$3,591.75	100.00%	\$0.00
38	416	2032	001	DRILL SHAFT (TRF SIG POLE) (36IN)	LF	120.00	171.55	\$20,586.00	120.00	\$20,586.00	100.00%	\$0.00
39	420	2001	002	CL A CONC (MISC)	CY	91.00	321.66	\$26,054.46	81.00	\$26,054.46	100.00%	\$0.00
40	420	2003	002	CL C CONC (ABUT)	CY	87.00	777.33	\$67,300.79	97.00	\$75,401.01	100.00%	\$0.00
41	420	2004	002	CL C CONC (BENT)	CY	98.00	847.02	\$83,007.96	98.00	\$83,007.96	100.00%	\$0.00
42	420	2013	002	CL C CONC (MISC)	CY	316.00	300.21	\$94,866.36	316.00	\$94,866.36	100.00%	\$0.00
43	420	2034	002	CL S CONC (BRIDGE SDWLK)	CY	66.00	370.98	\$24,484.68	66.00	\$24,484.68	100.00%	\$0.00
44	420	AAAC	002	DITCH AND INTERCEPTOR STRUCTURE (MOD)	EA	4.00	4,000.00	\$16,000.00	4.00	\$16,000.00	100.00%	\$0.00
45	422	2001		REINF CONC SLAB	SF	17655.00	16.80	\$296,604.00	17655.00	\$296,604.00	100.00%	\$0.00

Galveston County
Purchase Order: C006589

FM 646: FM 1764 to FM 517
CSI: 0978-01-02A

SEQ	ITEM	DESC	SP	DESCRIPTION	UNIT	EST QTY	BID PRICE	BID AMOUNT	ACTUAL QTY	AMOUNT PAID	% COMP	OVER/UNDER
46	423	2005	001	TEMP RET WALL	SF	8420.00	10.72	\$90,262.40	7561.50	\$81,059.28	89.80%	\$9,203.12
47	425	2003	001	PRESTR CONC BEAM (TY C)	LF	2549.00	128.66	\$327,954.34	2549.00	\$327,954.34	100.00%	\$0.00
48	428	2001	001	CONC SURF TREAT (CLASS 1)	SY	1204.00	2.68	\$5,523.48	2255.24	\$6,044.04	109.42%	\$520.56
49	432	2002	001	RIPRAP (CONC) (S IN)	CY	1204.00	220.00	\$264,880.00	1212.90	\$266,838.00	100.74%	\$1,958.00
50	432	2033	001	RIPRAP (STONE COMMON)(DRY) (12 IN)	CY	493.00	88.00	\$43,384.00	563.40	\$49,579.20	114.28%	\$6,195.20
51	432	2050	001	RIPRAP (CONC) (C, B) (5")	CY	1379.00	220.00	\$303,380.00	414.61	\$91,214.20	30.07%	\$212,165.80
52	450	2097	001	RAIL (TY C203) (MOD)	LF	520.00	80.41	\$41,813.20	520.00	\$41,813.20	100.00%	\$0.00
53	454	2001	001	SEALED EXPANSION JOINT (4 IN) (SEI - A)	LF	172.00	115.80	\$19,917.60	172.00	\$19,917.60	100.00%	\$0.00
54	462	2001	001	CONC BOX CULV (3 FT X 2 FT)	LF	38.00	77.00	\$2,926.00	38.00	\$2,926.00	100.00%	\$0.00
55	462	2002	001	CONC BOX CULV (3 FT X 3 FT)	LF	1001.00	82.00	\$82,082.00	846.00	\$69,372.00	84.52%	\$12,710.00
56	462	2003	001	CONC BOX CULV (4 FT X 2 FT)	LF	766.00	80.00	\$61,280.00	766.00	\$61,280.00	100.00%	\$0.00
57	462	2004	001	CONC BOX CULV (4 FT X 3 FT)	LF	173.00	86.00	\$14,878.00	173.00	\$14,878.00	100.00%	\$0.00
58	462	2006	001	CONC BOX CULV (5 FT X 2 FT)	LF	5069.00	110.00	\$557,590.00	5069.00	\$557,590.00	100.00%	\$0.00
59	462	2007	001	CONC BOX CULV (5 FT X 3 FT)	LF	3355.00	116.00	\$389,180.00	3355.00	\$389,180.00	100.00%	\$0.00
60	462	2010	001	CONC BOX CULV (6 FT X 3 FT)	LF	646.00	144.00	\$93,024.00	646.00	\$93,024.00	100.00%	\$0.00
61	462	2011	001	CONC BOX CULV (6 FT X 4 FT)	LF	456.00	132.00	\$59,312.00	456.00	\$59,312.00	100.00%	\$0.00
62	462	2013	001	CONC BOX CULV (6 FT X 6 FT)	LF	218.00	180.00	\$39,240.00	218.00	\$39,240.00	100.00%	\$0.00
63	462	2014	001	CONC BOX CULV (7 FT X 3 FT)	LF	689.00	172.00	\$118,508.00	689.00	\$118,508.00	100.00%	\$0.00
64	462	2035	001	CONC BOX CULV (8 FT X 3 FT)	LF	590.00	146.00	\$86,140.00	590.00	\$86,140.00	100.00%	\$0.00
65	462	2038	001	CONC BOX CULV (6 FT X 2 FT)	LF	3081.00	132.00	\$406,692.00	3081.00	\$406,692.00	100.00%	\$0.00
66	462	2043	001	CONC BOX CULV (7 FT X 2 FT)	LF	371.00	150.00	\$55,650.00	371.00	\$55,650.00	100.00%	\$0.00
67	462	2061	001	CONC BOX CULV (9 FT X 3 FT)	LF	397.00	233.00	\$92,501.00	397.00	\$92,501.00	100.00%	\$0.00
68	464	2005	003	RC PIPE (CLIII) (24 IN)	LF	9017.00	30.00	\$270,510.00	6675.00	\$200,250.00	74.03%	\$70,260.00
69	464	2007	003	RC PIPE (CLIII) (30 IN)	LF	365.00	37.23	\$13,588.95	318.00	\$11,835.14	87.12%	\$1,749.81
70	464	2009	003	RC PIPE (CLIII) (36 IN)	LF	1405.00	51.00	\$71,655.00	1298.00	\$66,198.00	92.38%	\$5,457.00
71	464	2010	003	RC PIPE (CLIII) (42 IN)	LF	224.00	65.00	\$14,560.00	224.00	\$14,560.00	100.00%	\$0.00
72	464	2011	003	RC PIPE (CLIII) (48 IN)	LF	486.00	77.00	\$37,422.00	486.00	\$37,422.00	100.00%	\$0.00
73	464	2012	003	RC PIPE (CLIII) (54 IN)	LF	290.00	90.00	\$26,100.00	335.00	\$30,150.00	115.52%	\$4,050.00
74	464	2013	003	RC PIPE (CLIII) (60 IN)	LF	494.00	112.00	\$55,328.00	494.00	\$55,328.00	100.00%	\$0.00
75	465	2003	001	INLET (COMPL) (TY H)	EA	40.00	1,530.00	\$61,200.00	40.00	\$61,200.00	100.00%	\$0.00
76	465	2005	001	MANH (COMPL) (TY M)	EA	4.00	2,300.00	\$9,200.00	4.00	\$9,200.00	100.00%	\$0.00
77	465	2011	001	INLET (COMPL) (TY AD)	EA	41.00	2,050.00	\$84,050.00	40.00	\$82,000.00	97.56%	\$2,050.00
78	465	2013	001	MANH (COMPL) (TY A)	EA	17.00	3,250.00	\$55,250.00	17.00	\$55,250.00	100.00%	\$0.00
79	465	2329	001	INLET (COMPL) (TY AD) (STAGE II)	EA	2.00	1,250.00	\$2,500.00	2.00	\$2,500.00	100.00%	\$0.00
80	465	2098	001	INLET (COMPL) (TY CL)	EA	47.00	2,350.00	\$110,450.00	45.00	\$105,750.00	95.74%	\$4,700.00
81	465	2099	001	INLET (COMPL) (TY CL) (STAGE II)	EA	15.00	1,050.00	\$15,750.00	13.00	\$13,650.00	86.67%	\$2,100.00
82	465	2105	001	MANH (COMPL) (TY M) (MOD)	EA	16.00	3,225.00	\$51,600.00	16.00	\$51,600.00	100.00%	\$0.00
83	465	2121	001	MANH (COMPL) (TY B)	EA	2.00	5,500.00	\$11,000.00	2.00	\$11,000.00	100.00%	\$0.00
84	465	2152	001	MANH (COMPL) (RISER ONLY)	EA	12.00	750.00	\$9,000.00	9.00	\$6,750.00	75.00%	\$2,250.00
85	465	AAAA	001	MANH (COMPL) JUNC BOX/W/MANHOLE TOP	EA	6.00	5,400.00	\$32,400.00	5.00	\$27,000.00	83.33%	\$5,400.00
86	465	2014	001	MANH (COMPL) (JUNC BOX)	EA	4.00	10,500.00	\$42,000.00	5.00	\$52,500.00	120.00%	\$10,500.00
87	465	AAAA	001	MANH (COMPL) (JUNC BOX) W/CL INLET TOP	EA	5.00	9,200.00	\$46,000.00	6.00	\$55,200.00	130.00%	\$9,200.00
88	466	2006	001	WINGWALL (SW-O) (HW=4FT)	EA	4.00	4,300.00	\$17,200.00	5.00	\$21,500.00	125.00%	\$4,300.00
89	466	2035	001	WINGWALL (PW-S) (HW=5FT)	EA	2.00	6,000.00	\$12,000.00	1.00	\$6,000.00	50.00%	\$6,000.00
90	466	2049	001	WINGWALL (PW) (HW=5FT)	EA	1.00	6,500.00	\$6,500.00	1.00	\$6,500.00	100.00%	\$0.00

Gaekston County
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SEQ	ITEM	DESC	SP	DESCRIPTION	UNIT	EST QTY	BID PRICE	BID AMOUNT	ACTUAL QTY	AMOUNT PAID	% COMP	OVER/UNDER
91	486	2051		WINGWALL (PW) (HW= 7FT)	EA	2.00	8,200.00	\$16,400.00	3.00	\$24,600.00	150.00%	\$8,200.00
92	486	2053		WINGWALL (PW) (HW= 9FT)	EA	1.00	16,500.00	\$16,500.00	1.00	\$16,500.00	100.00%	\$0.00
93	486	2054		WINGWALL (PW) (HW= 10FT)	EA	1.00	18,300.00	\$18,300.00	1.00	\$18,300.00	100.00%	\$0.00
94	466	2007		WINGWALL (SW-O) (HW= 5FT)	EA	1.00	3,400.00	\$3,400.00	2.00	\$6,800.00	200.00%	\$3,400.00
95	467	2211		SET (TY II) (24 IN) (RCP) (3:1) (C)	EA	27.00	630.00	\$17,010.00	22.00	\$13,860.00	81.48%	\$3,150.00
96	467	2224		SET (TY II) (24 IN) (RCP) (4:1) (C)	EA	35.00	650.00	\$22,750.00	25.00	\$16,250.00	71.43%	\$6,500.00
97	467	2225		SET (TY II) (30 IN) (RCP) (4:1) (C)	EA	3.00	910.00	\$2,730.00	4.00	\$3,640.00	133.33%	\$900.00
98	467	2227		SET (TY II) (36 IN) (RCP) (4:1) (C)	EA	1.00	1,490.00	\$1,490.00	1.00	\$1,490.00	100.00%	\$0.00
99	467	2229		SET (TY II) (48 IN) (RCP) (4:1) (C)	EA	1.00	3,150.00	\$3,150.00	1.00	\$3,150.00	100.00%	\$0.00
100	467	2230		SET (TY II) (54 IN) (RCP) (4:1) (C)	EA	2.00	4,450.00	\$8,900.00	2.00	\$8,900.00	100.00%	\$0.00
101	467	2236		SET (TY II) (24 IN) (RCP) (6:1) (C)	EA	4.00	750.00	\$3,000.00	3.00	\$2,250.00	75.00%	\$750.00
102	467	2356		SET (TY II) (24 IN) (RCP) (3:1) (P)	EA	24.00	635.00	\$15,240.00	28.00	\$17,780.00	116.67%	\$2,540.00
103	467	2382		SET (TY II) (24 IN) (RCP) (4:1) (P)	EA	14.00	650.00	\$9,100.00	16.00	\$10,400.00	114.29%	\$1,300.00
104	479	2001		ADI MAINS	EA	4.00	750.00	\$3,000.00	3.00	\$2,250.00	75.00%	\$750.00
105	479	2002		ADI INLETS	EA	2.00	900.00	\$1,800.00	2.00	\$1,800.00	100.00%	\$0.00
106	481	2010		PVC PIPE (SCH 40) (4")	LF	8190.00	9.50	\$77,805.00	8088.00	\$76,836.00	98.75%	\$969.00
107	481	AAAA		TEMPORARY SCUPPER DRAIN	EA	68.00	140.00	\$9,520.00	67.00	\$9,380.00	98.53%	\$140.00
108	496	2002		REMOV STR (INLET)	EA	4.00	220.00	\$880.00	6.00	\$1,320.00	150.00%	\$440.00
109	496	2004		REMOV STR (SET)	EA	39.00	220.00	\$8,580.00	31.00	\$6,820.00	79.49%	\$1,760.00
110	496	2005		REMOV STR (WINGWALL)	EA	14.00	662.00	\$9,268.00	16.00	\$10,592.00	114.29%	\$1,324.00
111	496	2006		REMOV STR (HEADWALL)	EA	13.00	165.00	\$2,145.00	13.00	\$2,145.00	100.00%	\$0.00
112	496	2007		REMOV STR (PIPE)	LF	13086.00	8.00	\$104,688.00	9763.00	\$78,104.00	74.61%	\$26,584.00
113	496	2008		REMOV STR (BOX CULVERT)	LF	399.00	40.00	\$15,960.00	558.00	\$22,320.00	139.85%	\$6,360.00
114	496	2010		REMOV STR (BRIDGE 100 - 499 FT)	EA	1.00	22,000.00	\$22,000.00	1.00	\$22,000.00	100.00%	\$0.00
115	500	2001		MOBILIZATION	LS	1.00	1,000,000.00	\$1,000,000.00	1.00	\$1,000,000.00	100.00%	\$0.00
116	502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	31.00	2,500.00	\$77,500.00	31.00	\$77,500.00	100.00%	\$0.00
117	506	2001	012	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	375.00	15.00	\$5,625.00	146.00	\$2,190.00	38.93%	\$3,435.00
118	506	2002	012	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	1426.00	18.00	\$25,668.00	692.00	\$12,456.00	48.53%	\$13,212.00
119	506	2009	012	ROCK FILTER DAMS (REMOVE)	LF	1801.00	5.36	\$9,653.36	838.00	\$4,491.68	46.53%	\$5,161.68
120	506	2016	012	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	1650.00	12.00	\$19,800.00	944.43	\$11,333.16	57.24%	\$8,466.84
121	506	2019	012	CONSTRUCTION EXITS (REMOVE)	SY	1650.00	5.00	\$8,250.00	944.43	\$4,722.15	57.24%	\$3,527.85
122	506	2034	002	TEMPORARY SEDIMENT CONTROL FENCE	LF	67572.00	1.50	\$101,358.00	46878.00	\$70,317.00	69.37%	\$31,041.00
123	512	2009	002	PORT CTB (FLUR & INST) (LOW PROF) (TY 2)	LF	3200.00	45.00	\$144,000.00	3200.00	\$144,000.00	100.00%	\$0.00
124	512	2017	002	PORT CTB (DES SOURCE) (LOW PROF) (TY 1)	LF	32109.00	6.00	\$192,654.00	28020.00	\$168,120.00	87.27%	\$24,534.00
125	512	2026	002	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	23573.00	1.35	\$31,823.55	21520.00	\$29,052.00	91.29%	\$2,771.55
126	512	2027	002	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	1550.00	1.35	\$2,106.00	1560.00	\$2,106.00	100.00%	\$0.00
127	512	2035	002	PORT CTB (STKPL) (LOW PROF) (TY 1)	LF	32199.00	4.00	\$128,796.00	28520.00	\$114,080.00	88.57%	\$14,716.00
128	512	2036	002	PORT CTB (STKPL) (LOW PROF) (TY 2)	LF	3400.00	4.00	\$13,600.00	3440.00	\$13,760.00	101.18%	\$160.00
129	529	2006		CONC CURB (MONOC) (TY II)	LF	33332.00	2.40	\$79,996.80	40574.70	\$97,379.28	121.73%	\$17,382.48
130	530	2010		DRIVEWAYS (CONC)	SY	12467.00	35.00	\$436,345.00	12574.65	\$440,112.75	100.86%	\$3,767.75
131	531	2010	006	CURB RAMPS (TY 7)	EA	24.00	910.00	\$21,840.00	23.00	\$20,930.00	95.83%	\$910.00
132	540	2001	015	MTL W - BEAM GD FEN (TIM POST)	LF	2443.00	17.15	\$41,897.45	1188.00	\$20,374.20	48.63%	\$21,523.25
133	540	2005	015	TERMINAL ANCHOR SECTION	EA	8.00	696.92	\$5,575.36	4.00	\$2,787.68	50.00%	\$2,787.68
134	540	2012	015	MLT BEAM GD FEN TRANS (TL2)	EA	2.00	589.70	\$1,179.40	2.00	\$1,179.40	100.00%	\$0.00
135	540	2025	015	TERMINAL ANCHOR SECTION (DRWY) (SPCL)	EA	20.00	648.31	\$12,866.20	6.00	\$3,859.86	30.00%	\$9,006.34

Galveston County
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FM 646: FM 1764 to FM 517
CSI: 0978-01-024

SEQ	ITEM	DESC	SP	DESCRIPTION	UNIT	EST QTY	BID PRICE	BID AMOUNT	ACTUAL QTY	AMOUNT PAID	% COMP	COVER/UNDER
136	542	2001		REMOVING METAL BEAM GUARD FENCE	LF	868.00	2.14	\$1,857.52	860.00	\$1,840.40	99.08%	\$17.12
137	542	2002		REMOVING TERMINAL ANCHOR SECTION	EA	2.00	214.44	\$428.88	2.00	\$428.88	100.00%	\$0.00
138	544	2001		GUARDRAIL END TREATMENT (INSTALL)	EA	2.00	1,978.18	\$3,956.36	2.00	\$3,956.36	100.00%	\$0.00
139	544	2003		GUARDRAIL END TREATMENT (REMOVE)	EA	3.00	268.05	\$804.15	5.00	\$1,340.25	166.67%	(\$536.10)
140	550	2001		CHAIN LINK FENCE (INSTALL) (6')	LF	10893.00	11.37	\$123,171.21	10868.00	\$123,569.16	100.32%	(\$397.52)
141	550	2004		GATE (INSTALL) (DOUBLE) (6' X 14')	EA	7.00	1,593.26	\$11,152.82	7.00	\$11,152.82	100.00%	\$0.00
142	550	2054		GATE (INSTALL) (DOUBLE) (6' X 30')	EA	2.00	1,835.58	\$3,671.16	2.00	\$3,671.16	100.00%	\$0.00
143	560	2004	001	MAILBOX INSTALL-S (WC-POST) TY 3 FND	EA	70.00	160.83	\$11,258.10	70.00	\$11,258.10	100.00%	\$0.00
144	560	2005	001	MAILBOX INSTALL-D (WC-POST) TY 3 FND	EA	6.00	214.44	\$1,286.64	9.00	\$1,929.96	150.00%	(\$643.32)
145	560	2009	001	MAILBOX INSTALL-M (TWW-POST) TY 4 FND-T	EA	19.00	288.05	\$5,492.95	7.00	\$1,876.35	36.84%	\$3,216.60
146	618	2034		CONDIT (PVC) (SCHD 80) (2")	LF	60.00	11.79	\$707.40	60.00	\$707.40	100.00%	\$0.00
147	618	2038		CONDIT (PVC) (SCHD 80) (3")	LF	25.00	19.30	\$482.50	25.00	\$482.50	100.00%	\$0.00
148	620	2007	001	ELEC CONDR (INC. 4) BARE	LF	30.00	1.07	\$32.10	30.00	\$32.10	100.00%	\$0.00
149	620	2008	001	ELEC CONDR (INC. 4) INSULATED	LF	150.00	1.61	\$241.50	150.00	\$241.50	100.00%	\$0.00
150	620	2009	001	CONDN (INC. 6) BARE	LF	30.00	1.07	\$32.10	30.00	\$32.10	100.00%	\$0.00
151	621	2004		2004 TRAY CABLE (4 COND) (12 AWG)	LF	680.00	1.34	\$911.20	680.00	\$911.20	100.00%	\$0.00
152	624	2014		GROUND BOX TY D (162922) W/APRON	EA	2.00	889.91	\$1,779.82	2.00	\$1,779.82	100.00%	\$0.00
153	625	2003		ZINC-COAT STL WIRE STRAND (1/2 IN)	EA	1000.00	1.61	\$1,610.00	845.00	\$1,360.45	84.50%	\$249.55
154	625	2004		ZINC-COAT STL WIRE STRAND (3/8 IN)	EA	1000.00	2.14	\$2,140.00	845.00	\$1,808.30	84.50%	\$331.70
155	628	2105		EIC SRV TY D 120/240 070 (N)SS(N)SP(O)	EA	2.00	3,216.55	\$6,433.10	2.00	\$6,433.10	100.00%	\$0.00
156	636	2001		ALUMINUM SIGNS (TY A)	SF	807.50	13.94	\$11,256.55	702.94	\$9,798.98	87.05%	\$1,457.57
157	644	2001		INS SM RD SN SUP & AM TY 108WG (1) SA (P)	EA	73.00	310.93	\$22,697.89	58.00	\$18,033.94	79.45%	\$4,663.95
158	644	2006		INS SM RD SN SUP & AM TY 108WG (1) SA (U)	EA	6.00	493.20	\$2,959.20	1.00	\$4,235.19	105.33%	\$1,275.99
159	644	2060		REMOV SMALL RD SIGN	EA	75.00	53.61	\$4,020.75	79.00	\$4,235.19	105.33%	\$214.44
160	662	2004		WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	784.00	0.28	\$219.52	33866.00	\$9,482.48	4319.64%	(\$8,293.84)
161	662	2016		WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	146.00	5.15	\$751.90	0.00	\$0.00	0.00%	\$751.90
162	662	2067		WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	748.00	0.75	\$561.00	712.00	\$534.00	95.19%	\$27.00
163	662	2075		WK ZN PAV MRK REMOV (W) 8" (SLD)	LF	378.00	1.39	\$525.42	0.00	\$0.00	0.00%	\$525.42
164	662	2077		WK ZN PAV MRK REMOV (W) 12" (SLD)	LF	212.00	1.82	\$385.84	0.00	\$0.00	0.00%	\$385.84
165	662	2079		WK ZN PAV MRK REMOV (W) 24" (SLD)	LF	145.00	3.65	\$529.25	86.00	\$313.90	59.31%	\$215.35
166	662	2084		WK ZN PAV MRK REMOV (W) (ARROW)	EA	1.00	150.11	\$150.11	1.00	\$150.11	100.00%	\$0.00
167	662	2094		WK ZN PAV MRK REMOV (W) (WORD)	EA	1.00	192.99	\$192.99	0.00	\$0.00	0.00%	\$192.99
168	662	2099		WK ZN PAV MRK REMOV (Y) 4" (SLD)	EA	9554.00	0.58	\$5,541.32	21848.00	\$12,671.84	228.68%	(\$7,136.54)
169	662	2104		WK ZN PAV MRK REMOV (Y) 12" (SLD)	EA	76.00	1.82	\$138.32	0.00	\$0.00	0.00%	\$138.32
170	668	2106		PREFAB PAV MRK TY C (W) (ARROW)	EA	74.00	246.60	\$18,248.40	74.00	\$18,248.40	100.00%	\$0.00
171	672	2032	034	REFL PAV MRKR TY I-C	EA	448.00	4.07	\$1,823.36	452.00	\$1,839.64	100.89%	(\$16.28)
172	672	2015	034	REFL PAV MRKR TY II-A-A	EA	920.00	4.07	\$3,744.40	983.00	\$4,000.81	106.85%	(\$256.41)
173	677	2001		ELIM EXT PAV MRK & MRKS (4")	LF	937.00	0.36	\$337.32	10616.00	\$3,821.76	1132.98%	(\$3,484.44)
174	677	2003		ELIM EXT PAV MRK & MRKS (8")	LF	531.00	0.46	\$244.26	150.00	\$69.00	28.25%	\$175.26
175	677	2008		ELIM EXT PAV MRK & MRKS (ARROW)	EA	2.00	46.10	\$92.20	2.00	\$92.20	100.00%	\$0.00
176	678	2002		ELIM EXT PAV MRK & MRKS (WORD)	EA	2.00	61.11	\$122.22	2.00	\$122.22	100.00%	\$0.00
177	678	2003		PAV SURF PREP FOR MRK (6")	LF	66461.00	0.05	\$3,323.05	63343.00	\$3,167.15	95.31%	\$155.90
178	678	2003		PAV SURF PREP FOR MRK (8")	LF	378.00	0.12	\$45.36	76.00	\$9.12	20.11%	\$36.24
179	678	2004		PAV SURF PREP FOR MRK (12")	LF	288.00	0.15	\$43.20	164.00	\$24.60	56.94%	\$18.60
180	678	2006		PAV SURF PREP FOR MRK (24")	LF	613.00	0.29	\$177.77	201.00	\$58.29	32.79%	\$119.48

Galveston County
Purchase Order: C006589

FM 646: FM 1764 to FM 517
CSI: 0978-01-024

SEQ	ITEM	DESC	SP	DESCRIPTION	UNIT	EST QTY	BID PRICE	BID AMOUNT	ACTUAL QTY	AMOUNT PAID	% COMP	OVER/UNDER
181	678	2007		PAV SURF PREP FOR MKR (ARROW)	EA	75.00	7.29	\$546.75	74.00	\$539.46	98.67%	\$7.29
182	678	2018		PAV SURF PREP FOR MKR (WORD)	EA	1.00	36.45	\$36.45	0.00	\$0.00	0.00%	\$36.45
183	680	2001		INSTALL HWY TRF SIG (FLASH BEACON)	EA	2.00	4,908.53	\$9,819.06	2.00	\$9,819.06	100.00%	\$0.00
184	681	2001		TEMP TRAF SIGNALS	EA	2.00	1,715.49	\$3,430.98	0.00	\$0.00	0.00%	\$3,430.98
185	682	2025		VEH SIG SEC (12 IN) LED (VEL)	EA	12.00	321.66	\$3,859.92	12.00	\$3,859.92	100.00%	\$0.00
186	682	2027		VEH SIG SEC (12 IN) LED (RED)	EA	8.00	289.49	\$2,315.92	8.00	\$2,315.92	100.00%	\$0.00
187	682	2028		BACK PLATE (12 IN) (1 SEC)	EA	20.00	85.77	\$1,715.40	20.00	\$1,715.40	100.00%	\$0.00
188	684	2012		TRF SIG CBL (TY A) (12 AWG) (7 COND)	LF	1580.00	2.14	\$3,381.20	1315.00	\$2,814.10	83.23%	\$567.10
189	685	2002		RELOCATE RDS FLASH BEACON ASSEMBLY	EA	4.00	1,072.18	\$4,288.72	1.00	\$1,072.18	25.00%	\$3,216.54
190	686	2017		INS TRF SIG PL AM(S) STR (TY D)	EA	4.00	3,430.99	\$13,723.96	4.00	\$13,723.96	100.00%	\$0.00
191	686	2018		INS TRF SIG PL AM(S) STR (TY D) LUM	EA	4.00	3,752.64	\$15,010.56	4.00	\$15,010.56	100.00%	\$0.00
192	3061	2001		FAST TRK CONC (CNT RHF-HY STL)(12 IN)	SY	8519.00	58.00	\$494,102.00	9264.79	\$537,357.82	108.75%	\$37,255.82
193	5049	2002		BIORGD EROSION CONTROL LOGS (18" DIA)	EA	660.00	3.40	\$2,244.00	59.00	\$200.60	8.94%	\$2,043.40
194	AA6A	2001		GEOTEXTILE (WOVEN)	SY	15271.00	1.87	\$28,556.77	11964.00	\$22,372.68	78.34%	\$6,184.09
195	5457	2003		WATER MAIN PIPE (PVC) (16IN)	LF	168.00	114.00	\$19,152.00	0.00	\$0.00	0.00%	\$19,152.00
196	5457	2006		CASING (STEEL) (22 IN)	LF	395.00	78.00	\$30,810.00	361.00	\$28,158.00	91.39%	\$2,652.00
197	5457	2021		WATER MAIN PIPE (PVC) (12 IN)	LF	966.00	32.00	\$30,912.00	965.00	\$30,912.00	100.00%	\$0.00
198	5457	AAAE		WATER MAIN PIPE (PVC) REST INT (12 IN)	LF	966.00	95.00	\$91,770.00	40.00	\$3,840.00	44.44%	\$4,800.00
199	5457	AAAD		WATER MAIN PIPE (PVC) REST INT (16 IN)	LF	807.00	89.00	\$71,823.00	925.00	\$81,880.00	114.00%	\$10,057.00
200	5457	2030		GATE VALVE (12IN)	EA	2.00	1,655.00	\$3,310.00	2.00	\$3,310.00	100.00%	\$0.00
201	5457	2070		GATE VALVE (16IN)	EA	2.00	5,000.00	\$10,000.00	2.00	\$10,000.00	100.00%	\$0.00
202	5457	AAAF		2" COMB AIR REL VALVE/W SERV MH (2IN)	EA	1.00	18,000.00	\$18,000.00	1.00	\$18,000.00	100.00%	\$0.00
203	5457	AAAG		JAC TUN BOR DR AUG CSG (STL)(22IN)	LF	164.00	124.00	\$20,336.00	130.00	\$16,120.00	79.27%	\$4,216.00
204	6007	2001		REMOVING TRAFFIC SIGNALS	EA	2.00	1,608.28	\$3,216.56	2.00	\$3,216.56	100.00%	\$0.00
205	6473	2005	001	MULTIPOLYMER PAV MKR (W)(6")(BRK)	LF	8740.00	0.47	\$4,107.80	8740.00	\$4,107.80	100.00%	\$0.00
206	6473	2014	001	MULTIPOLYMER PAV MKR (V)(6")(BLK)	LF	35987.00	0.42	\$15,114.54	35987.00	\$15,114.54	100.00%	\$0.00
207	6473	2015	001	MULTIPOLYMER PAV MKR (V)(6")(BRK)	LF	8740.00	0.49	\$4,282.60	8740.00	\$4,282.60	100.00%	\$0.00
208	6473	2020	001	MULTIPOLYMER PAV MKR (BLK)(6")(BRK)	LF	8740.00	0.46	\$4,020.40	8740.00	\$4,020.40	100.00%	\$0.00
209	6473	2021	001	MULTIPOLYMER PAV MKR (W)(24")(SLD)	LF	322.00	3.54	\$1,139.88	201.00	\$711.54	62.42%	\$428.34
210	9608	2000		FORCE ACCOUNT (POLICE OFFICER)	EA	50000.00	1.00	\$50,000.00	16238.95	\$16,238.95	32.48%	\$33,761.05
										\$16,796,162.33		\$748,957.12
CO #1	464	2005	003	RC PIPE (CU)(I) (24 IN)	LF	5495.00	65.00	\$357,275.00		\$0.00		\$357,275.00
CO #1	400	2005	004	CEM STABIL BKFL	CY	1249.40	22.00	\$27,486.80		\$0.00		\$27,486.80
CO #1	400	2008	004	CUT & RESTORE PAV (ASPH)	SY	13144.44	38.00	\$506,838.72		\$0.00		\$506,838.72
CO #1	476	2012		24"CL IV JAC/BORE PIPE	LF	2600.00	96.63	\$251,230.32	2342.00	\$226,300.54		\$24,929.78
CO #2	004	2001		UTILITY RELOCATION ADJ (CP&E GAS)	EA	87.00	524.95	\$45,670.65	87.00	\$45,670.65	100.00%	\$0.00
CO #2A	004	2001		UTILITY RELOCATION ADJ (CP&E GAS)	EA	1.00	11,880.00	\$11,880.00	1.00	\$11,880.00	100.00%	\$0.00
CO #3	464	2005	003	RC PIPE (CU)(I) (24 IN)	LF	2600.00	65.00	\$169,000.00		\$0.00		\$169,000.00
CO #3	464	2005	003	RC PIPE (CU)(I) (24 IN)	LF	2366.66	30.00	\$70,999.80		\$0.00		\$70,999.80
CO #3	476	2012		24"CL IV JAC/BORE PIPE	LF	3456.00	96.63	\$333,717.12	12,942.00	\$1,226,802.00		\$893,084.88
CO #3	476	2012		24"CL IV JAC/BORE PIPE	LF	61.63	61.63	\$3,819.32	2342.00	\$144,330.54	90.08%	\$15,899.78
CO #4	644	2004		10 BWG (1) SA (P-BM)	EA	493.13	56.41	\$27,815.61	13.00	\$6,410.69	100.00%	\$0.00
CO #4	644	2004		10 BWG (1) SA (T)	EA	7.00	530.25	\$3,711.75	7.00	\$3,711.75	100.00%	\$0.00
CO #4	644	2013		10 BWG (2) SA (T-2 EXT)	EA	2.00	1,219.57	\$2,439.14	2.00	\$2,439.14	100.00%	\$0.00

@Galveston County
Purchase Order: CD06589

FM 646: FM 1764 to FM 517
CSI: 0978-01-024

SEQ	ITEM	DESC	SP	DESCRIPTION	UNIT	EST QTY	BID PRICE	BID AMOUNT	ACTUAL QTY	AMOUNT PAID	% COMP	OVER/UNDER	
CD #4	644	2001		INS SM RD SN 10BWG (1) SA (P)	EA	111.00	310.99	157,608.89		\$0.00		154,049.89	
CD #4	644	2006		INS SM RD SN 10BWG (1) SA (U)	EA	15.00	493.20	152,466.00		\$0.00		152,466.00	
CD #5	5050	2002		HARDWARE FOR (LPCB) TxDOT BARRIERS	EA	1206.00	39.86	\$48,071.16	1206.00	\$48,071.16	100.00%	\$0.00	
CD #6	004	2002		ADDITIONAL DRAINAGE ADDED AT 4TH STREET	LS	1.00	6,569.42	\$6,569.42	1.00	\$6,569.42	100.00%	\$0.00	
CD #6	585	2001		RIDE QUALITY BONUS	LS	1.00	211.00	\$211.00	1.00	\$211.00	100.00%	\$0.00	
CO TOTAL								\$96,573.57		\$248,034.06		\$531,496.43	
REVISED CONTRACT AMT								\$17,641,693.02		\$17,044,196.39	check		\$597,496.63
PREVIOUS PAYMENTS													
TXDOT										\$14,757.51			
CHECKS										\$16,929,805.44			
FINAL AMT DUE CONTRACTOR										\$99,633.44			
REVISED CONTRACT AMT								\$17,641,693.02					
CO #7 QUANTITY REVISION								(\$99,7496.63)					
FINAL CONTRACT AMT								\$17,044,196.39	check				

AGENDA ITEM #18.b.

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT
THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES RHETA COX and LAURA COLLARD and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Outlot 415, of Alta Loma Outlots in Galveston County, Texas, recorded in book 113, page 9 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioners would respectfully show into the Court the following, to wit:

A copy of a survey, with metes and bounds property descriptions, depicting the portion of Outlot 415, of Alta Loma Outlots attached hereto as EXHIBIT "A".

1. Only Outlot 415, of Alta Loma Outlots is to be involved in these conveyances. Petitioners are the sole owners of said Outlot 415, of Alta Loma Outlots.
2. The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said RHETA COX and LAURA COLLARD, Petitioners herein.
3. Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.
4. The petitioners understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.
5. Approval of this metes & bounds application does not guaranty Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioners prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Outlot 415, of Alta Loma Outlots all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

EXECUTED this 31st day of May, 2013.

Rheta Cox
RHETA COX, 7850 Winding Trail Way, Santa Fe, TX. 77517

Laura Collard
LAURA COLLARD, 6078 Casey Rd., Santa Fe, TX. 77517

THE STATE OF STATE
COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners RHETA COX and LAURA COLLARD to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 31st day of May, 2013.



Olive Elise Krell
Notary Public-State of Texas
APPROVED

BY: MARK HENRY Date
County Judge

ATTEST:

DWIGHT SULLIVAN
County Clerk
W:/metesandbounds:11.15.07

Exhibit "A"

**DESCRIPTION OF A TRACT OF LAND CONTAINING
1,000 ACRES (43,560 SQUARE FEET) SITUATED
IN THE L. CRAWFORD SURVEY, ABSTRACT 47
GALVESTON COUNTY, TEXAS**

Being a tract of land containing 1,000 acres (43,560 square feet), situated in the L. Crawford Survey, Abstract 47, Galveston County, Texas, being part of a tract of land conveyed unto Willie Eloyce Cox, by deed recorded under Film Code No. 008-88-2392 of the Official Public Records of Galveston County, Texas, and a part of a tract of land conveyed unto Laura Jo Collard, by deed recorded under 2012062604 of the Official Public Records of Galveston County, Texas, being a portion of Outlot 415, of Alta Loma Outlots, a subdivision plat recorded in Volume 10, Page 21 of the Map Records of Galveston County, Texas. Said 1,000-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said Outlot 415:

THENCE West, a distance of 505.10 feet to a point;

THENCE North, a distance of 931.02 feet to a found 3/4-inch iron pipe in the west right-of-way line of Casey Road (60.00 feet wide) (as occupied) for the southeast corner of the said tract herein described;

THENCE West, a distance of 272.25 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the southwest corner of the said tract herein described;

THENCE North, a distance of 160.00 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the northwest corner of the said tract herein described;

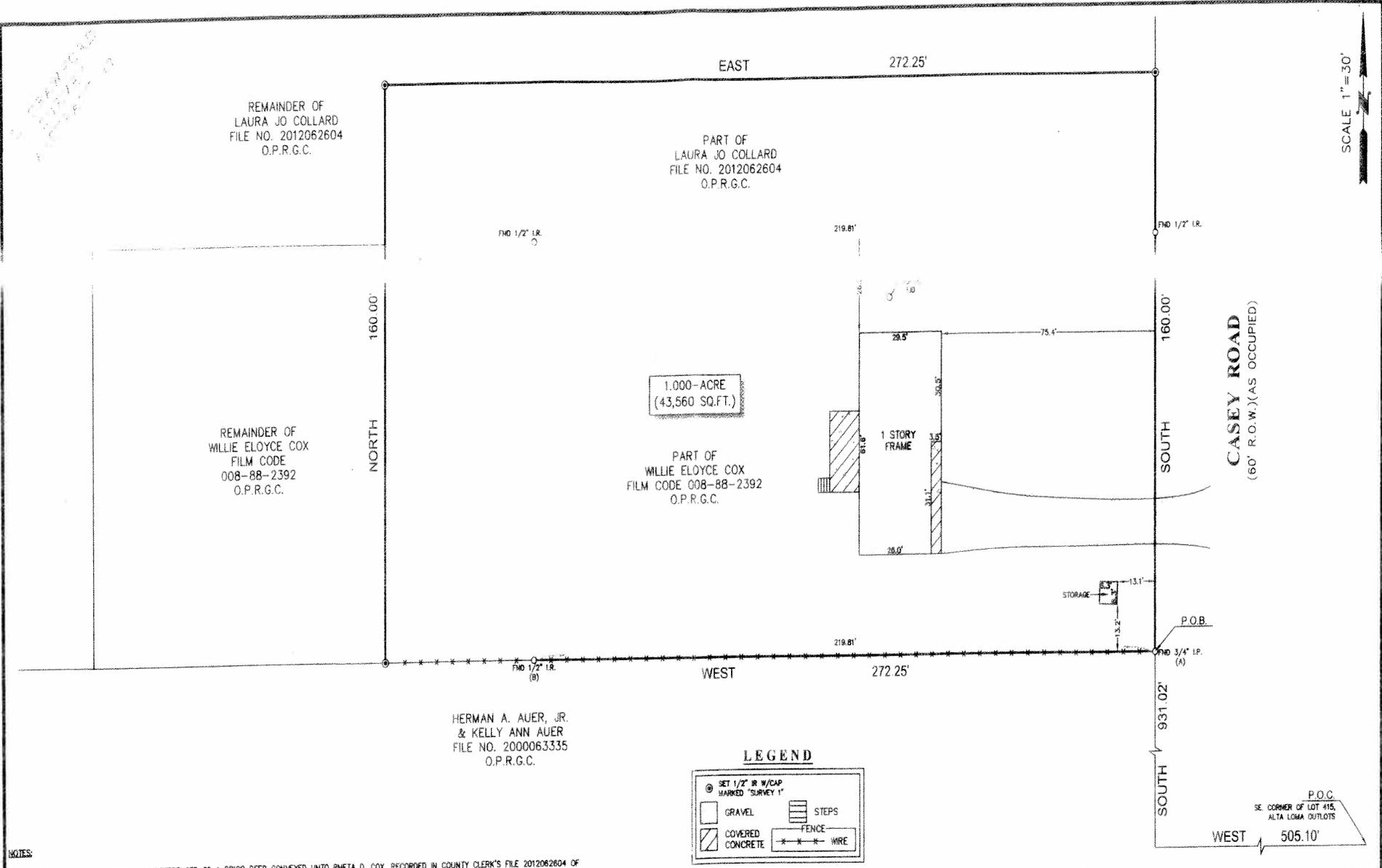
THENCE East, a distance of 272.25 feet a set 1/2-inch iron rod with cap marked "SURVEY 1" in the west right-of-way line of said Casey Road, for the northeast corner of the said tract herein described;

THENCE South, with said west right-of-way line, a distance of 160.00 feet to the POINT OF BEGINNING and containing 1,000 acres (43,560 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. dated May 6, 2013, job number 5-19969-13.

Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382





REMAINDER OF
LAURA JO COLLARD
FILE NO. 2012062604
O.P.R.G.C.

PART OF
LAURA JO COLLARD
FILE NO. 2012062604
O.P.R.G.C.

REMAINDER OF
WILLIE ELOYCE COX
FILM CODE
008-88-2392
O.P.R.G.C.

1.000-ACRE
(43,560 SQ.FT.)

PART OF
WILLIE ELOYCE COX
FILM CODE 008-88-2392
O.P.R.G.C.

HERMAN A. AUER, JR.
& KELLY ANN AUER
FILE NO. 2000063335
O.P.R.G.C.

CASEY ROAD
(60' R.O.W.) (AS OCCUPIED)

SCALE 1"=50'

LEGEND

- ⊙ SET 1/2" IR W/CAP MARKED "SURVEY 1"
- ▭ GRAVEL
- ▨ COVERED CONCRETE
- ▭ STEPS
- ▭ FENCE
- *—*—*— WIRE

- NOTES:**
- ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO RHETA D. COX, RECORDED IN COUNTY CLERK'S FILE 2012062604 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS. POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
 - FLOOD INFORMATION IS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR THE COUNTY LISTED BELOW.
 - ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED BELOW.
 - THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED BELOW FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - THIS SURVEY PLAT IS REFERENCED TO A METES AND BOUNDS DESCRIPTION PREPARED BY SURVEY 1, INC. DATED MAY 6, 2013.
 - THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
 - PIPELINE EASEMENT TO PEOPLES GULF COAST NATURAL GAS PIPELINE COMPANY AS RECORDED IN VOL. 1391, PG. 639 & VOL. 1401, PG. 67 D.R. (DOES NOT VISIBLY AFFECT THIS PROPERTY).

PROJECT: A LAND TITLE SURVEY OF A TRACT OF LAND CONTAINING 1.000 ACRE (43,560 SQUARE FEET) SITUATED IN THE L. CRAWFORD SURVEY, ABSTRACT 47, GALVESTON COUNTY, TEXAS, BEING OUT OF A LAND TITLE SURVEY OF OUTLOT 415, OF ALTA LOMA OUTLOTS, A SUBDIVISION PLAT RECORDED IN VOLUME 10, PAGE 21 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

CLIENT: HONORIO PADRON MARTINEZ	
ADDRESS: 6020 CASEY ROAD	
FLOOD ZONE: "C"	FLOOD MAP#: 485470 0195 C
FLOOD MAP DATE: MAY 2, 1983	FLOOD MAP COUNTY: GALVESTON



SURVEYORS CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON MAY 3, 2013 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

Richard Fussell
RICHARD FUSSELL
1052 1/4 S

TITLE COMPANY:

STEWART
title guaranty company

D'ANN ANDRUS 409-925-3800
G.F. # 1316738108

ISSUE DATE: MAY 2, 2013



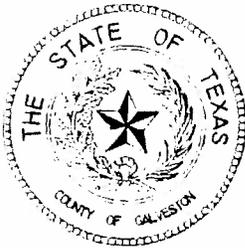
SURVEY 1, INC.

www.survey1inc.com
survey1inc@yahoo.com
P.O. Box 2543 • Allen, TX 77512
(281)383-1382 • Fax (281)383-1383

FIELD CREW:	JOB#
JP	5-19969-13
DRAFTER:	DATE
ST	MAY 6, 2013

Exhibit "A"

AGENDA ITEM #19.a.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: <u>5/29/13</u>		2. Contract Type: Expense <input type="checkbox"/> <u>Revenue</u> <input checked="" type="checkbox"/> Other <input type="checkbox"/>			3. Renewal Contract: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. Department Name: <u>LEGAL</u>				5. Department Contact:			
6. Description: <u>LICENSE ALMT - SANDPIPER ADDN</u>							
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey: <u>230300031</u>		10. Object Code: <u>48310XX</u>	
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
	<u>2303</u>	<u>4335</u>		1000	1000	1000	<u>+1040</u>
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: <u>6/1/13</u>		Auto Renewal Contracts: Yes / No		Bid Nos:			
Contract End Date: <u>30 years</u>		Contract # Issued By Purchasing:					

Approved By: _____ Signature _____ Date _____

Department Head: Nancy Bogerman 5/29/13

Assistant Purchasing Agent: Eren A. Mijares, CPPB 5/29/2013

County Legal: Nancy Bogerman 5/29/13

Contract listed in Budget Documentation: Yes / No

County Budget Office: Jim Hill 5/28/2013

On this the 7th day of June 2013, the **Commissioners' Court of Galveston County, Texas** convened in a special 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 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:

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 7th day of June, 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 defunct Texas Corporation, 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) thirty (30) 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 five (5) years, commencing June 1, 2018, the annual payment required of **Licensee** shall be the annual base rental of \$4,335.00 plus an additional ten percent (10%). In addition, every five (5) years thereafter, the annual payment required of **Licensee** will increase an additional ten percent (10%). Subsequent base periods will be adjusted accordingly. For example on June 1, 2018 the annual payment required of **Licensee** will be \$4,768.50 and on June 1, 2023 it will be \$5,245.35. **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 Henderson
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.

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Executed in duplicate originals this _____ day of _____, 2013.

**County of Galveston
Licensor**

By: _____
**Mark A. Henry
County Judge**

Attest:

**Dwight D. Sullivan
County Clerk**

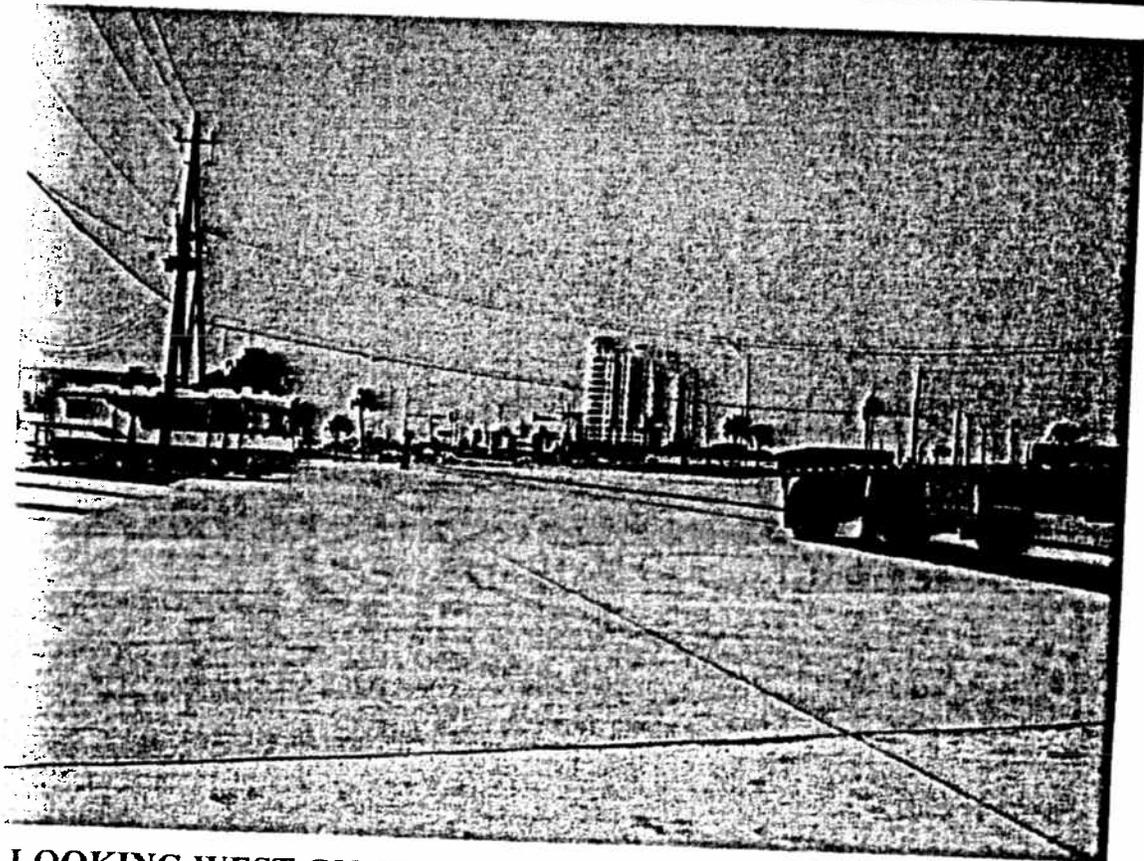
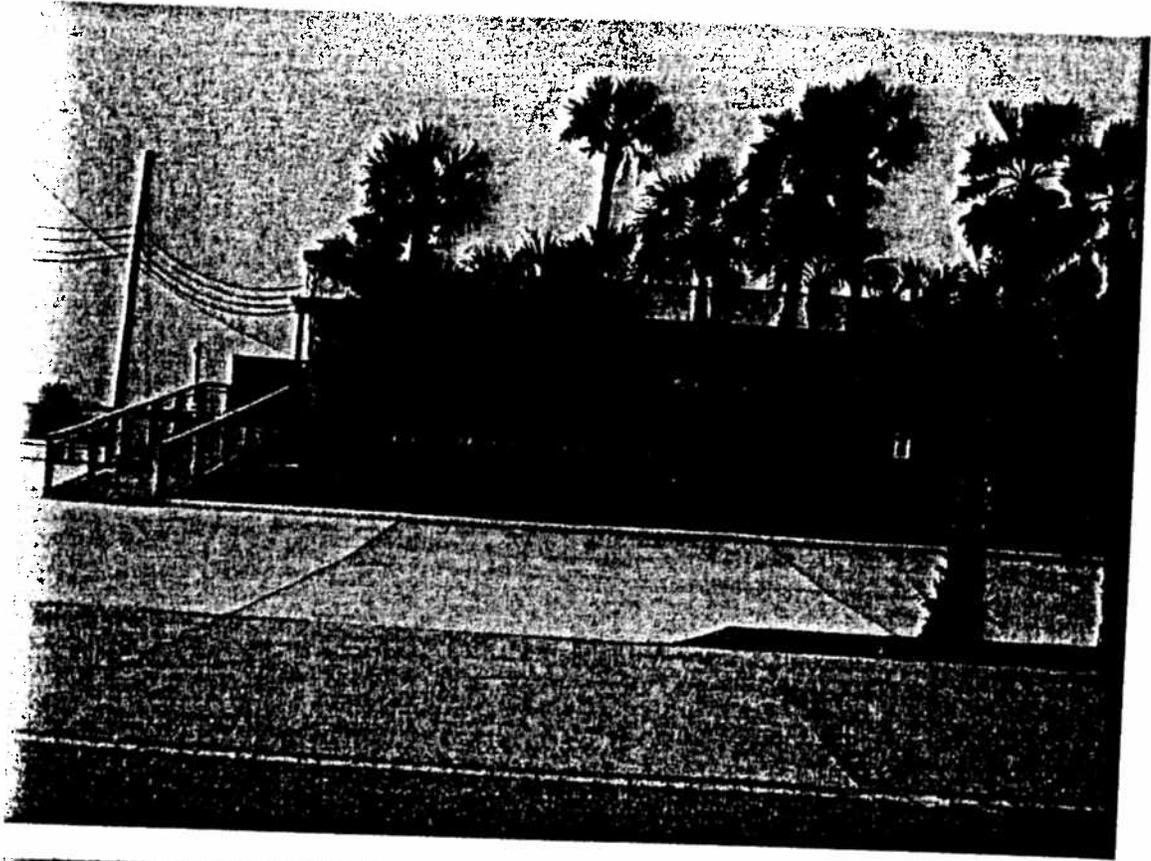
**Mary Catherine Henderson
successor in ownership of Sandpiper,
Inc. a defunct Texas Corporation**

Licensee

Depts/Engineer/Seawall Permit Sandpiper Addition License

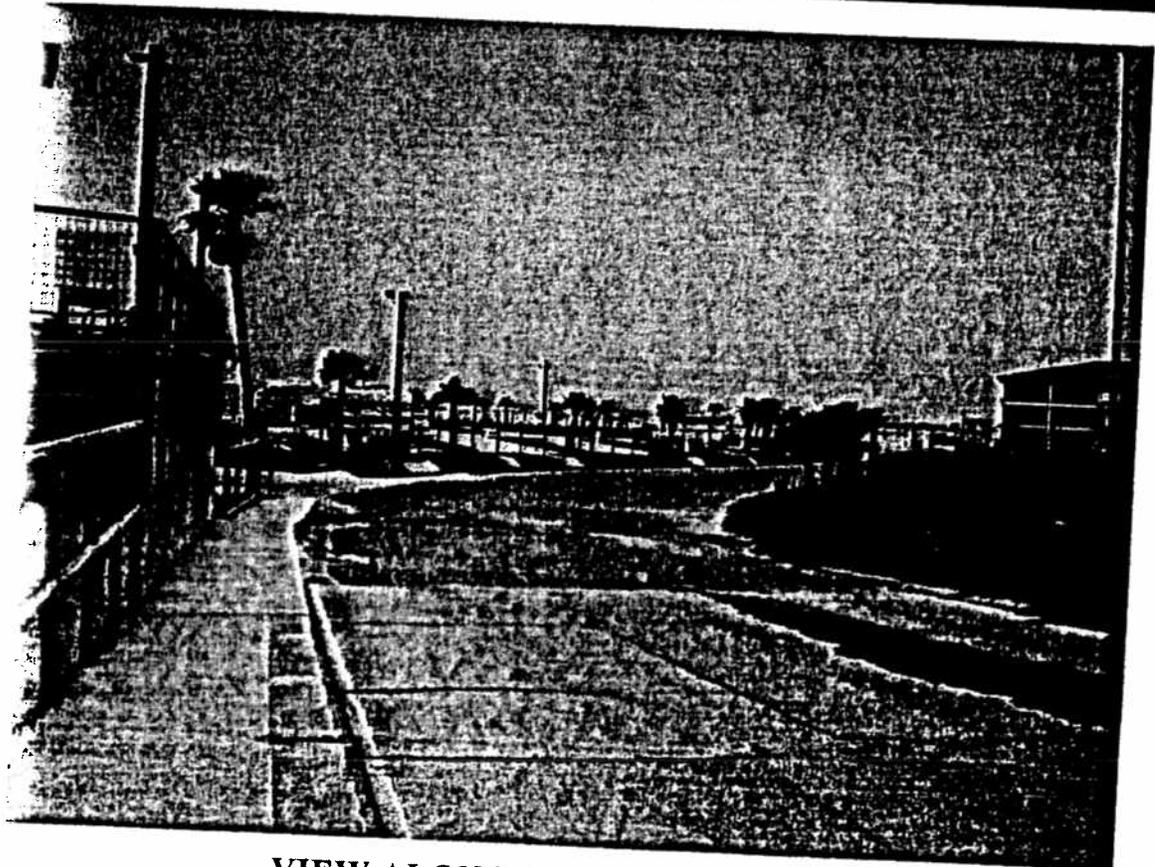
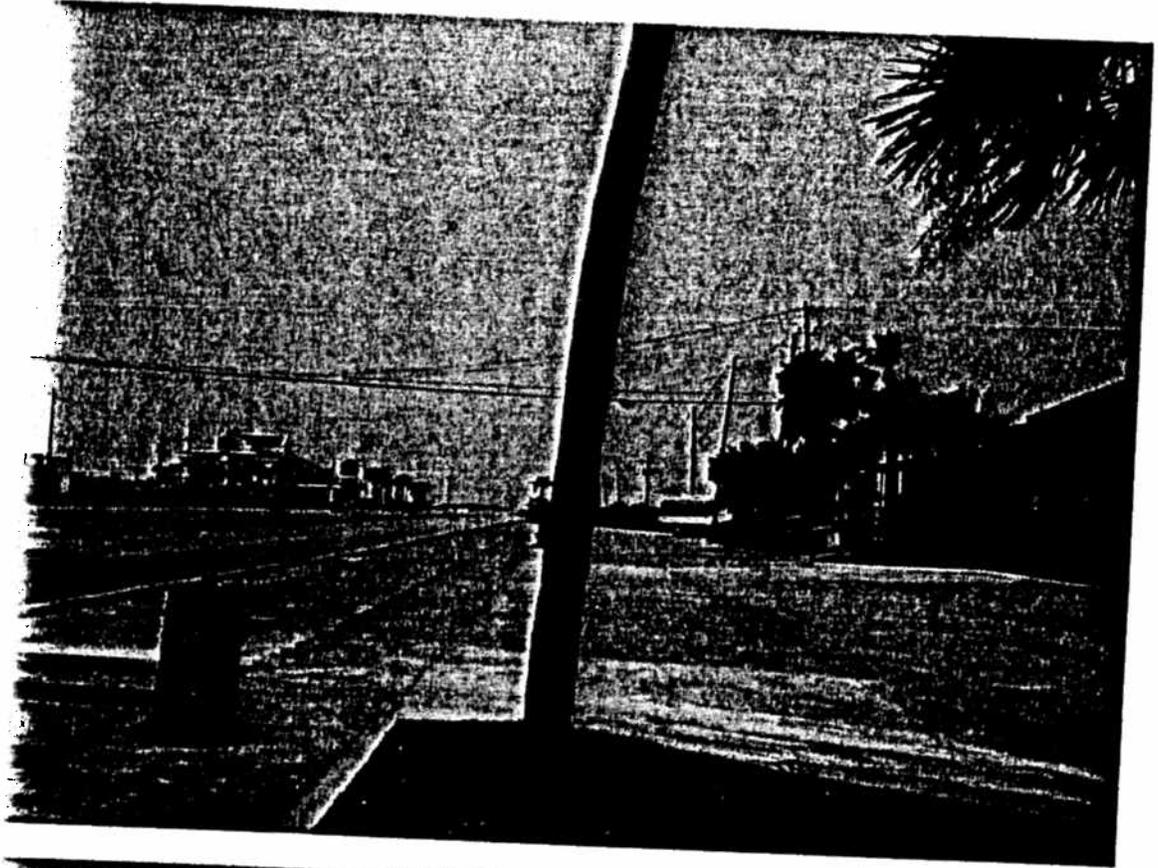
PHOTOS

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 #19.b.

On this the 7th day of June, 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 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:

An Order Granting Various Residence Homestead Exemptions From the 2013 Tax Levy Pursuant to V.T.C.A., Tax Code §11.13 and §11.131.

Whereas, V.T.C.A., Tax Code §11.13 and §11.131 provides for the granting of various residence homestead exemptions. Through the years the Commissioners' Court of Galveston County has granted such exemptions; and

Whereas, the Court desires to continue to provide for such exemptions.

It is Therefore Ordered that the Commissioners' Court hereby exempts from its 2013 Tax Levy the first Sixty Thousand (\$60,000.00) Dollars of the assessed value of residence homestead of persons, married or unmarried, including those living alone, who are under disability for purposes of payment of disability insurance benefits under Federal Old Age, Survivors and Disability Insurance or its successor, as provided in Article 8, §1-b (b), Constitution of the State of Texas.

It is Further Ordered that the Commissioners' Court hereby exempts from such ad valorem taxes the first Sixty Thousand (\$60,000.00) Dollars of the assessed value of residence homestead of persons, married or unmarried, including those living alone who are sixty-five years of age or older, as provided in Article 8, §1-b(b), Constitution of the State of Texas.

It is Further Ordered that as provided in Article 8, §1-b(f) Constitution of the State of Texas and V.T.C.A., Tax Code §11.13(q), the surviving spouse of an individual who received an exemption under §1-b(b) for the residence homestead of a person sixty-five (65) years of age or older is entitled to an exemption for the same property in an amount equal to that of the exemption for which the deceased spouse qualified if the deceased spouse died in a year in which the deceased

spouse qualified for the exemption, the surviving spouse was fifty-five (55) years of age or older when the deceased spouse died, and the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse. A person who receives an exemption under §1-b(b), Constitution of the State of Texas, is not entitled to an exemption under this paragraph. Also, an individual who receives and exemption under V.T.C.A., Tax Code 11.13(d) is not entitled to an exemption under V.T.C.A., §11.13(q).

It is Further Ordered that as provided in Article 8, §1-b(b) Constitution of the State of Texas and V.T.C.A., Tax Code §11.13(h), an eligible disabled person who is sixty-five (65) years of age or older may not receive both the "disability" and the "over sixty-five" exemptions as immediately set forth above but may choose either the "disability" exemption or the "over sixty-five" exemption as his residence homestead exemption. Joint, community or successive owners may not each receive the same exemption for the same residence homestead in the same year. In addition, a person may not receive an exemption under V.T.C.A., Tax Code §11.13(h) for more than one residence homestead in the same year.

It is Further Ordered that as provided in V.T.C.A., Tax Code §11.13(l) a qualified residential structure does not lose its character as a residence homestead when the owner who qualifies for the exemption temporarily stops occupying it as a principal residence if the owner otherwise complies with the conditions set forth in this section.

It is Further Ordered that Galveston County hereby exempts the first Three Thousand (\$3,000.00) Dollars of the assessed value on the residential homestead from its Farm to Market Lateral Road and Flood Tax Levy as provided in Article 8, §1-a of the Constitution of the State of Texas. As provided for in V.T.C.A., Tax Code §11.13(g), an individual may not receive the "Farm to Market" exemption in addition to the "over sixty-five" or "disability" exemption but is entitled to take only the "over sixty-five" or "disability" exemption.

It is Further Ordered that in addition to all other applicable exemptions that Galveston County hereby exempts from all its ad valorem taxes the greater of \$5,000.00 or twenty percent (20%) of the assessed value of the residence homestead of a married or unmarried adult, including one living alone, as provided in Article 8, §1-b(e), Constitution of the State of Texas and V.T.C.A., Tax Code §11.13(n).

It is Further Ordered that pursuant to Tax Code §11.131 a disabled veteran who receives from the United States Department of Veterans Affairs or its successor 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or of individual unemployability is entitled to an exemption from taxation of the total appraised value of the veteran's residence homestead.

It is Further Ordered that the surviving spouse of a disabled veteran who qualified for an exemption under the guidelines adopted in the preceding paragraph when the disabled veteran died

is entitled to an exemption from taxation of the total appraised value of the same property to which to disabled veteran's exemption applied if:

- (1) the surviving spouse has not remarried since the death of the disabled veteran;
and
- (2) the property:
 - (a) was the residence homestead of the surviving spouse when the disabled veteran died; and
 - (b) remains the residence homestead of the surviving spouse.

It is Further Ordered that if a surviving spouse who qualifies for an exemption under the immediately preceding paragraph subsequently qualifies a different property as the surviving spouse's residence homestead, the surviving spouse is entitled to an exemption from taxation of the subsequently qualified homestead in an amount equal to the dollar amount of the exemption from taxation of the former homestead under the immediately preceding paragraph in the last year in which the surviving spouse received an exemption under that subsection for that homestead if the surviving spouse has not remarried since the death of the disabled veteran. The surviving spouse is entitled to receive from the chief appraiser of the appraisal district in which the former residence homestead was located a written certificate providing the information necessary to determine the amount of the exemption to which the surviving spouse is entitled on the subsequently qualified homestead.

Upon Motion Duly Made and Seconded, the above foregoing Orders are hereby passed by Commissioners' Court meeting of this the 7th day of June, 2013.

County of Galveston

Mark A. Henry
County Judge

Attest:

Dwight D. Sullivan,
County Clerk

depts\commct\resolut\residential homestead exemption 2013
Filed in Tax Levy Residence Homestead Exemption

AGENDA ITEM #19.c.

On this the 7th day of June, 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 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:

An Order Authorizing the Split Payment of 2013 Ad-Valorem Taxes Pursuant to V.T.C.A., Tax Code §31.03.

Whereas, V.T.C.A., Tax Code §31.03 (a) provides that the governing body of a taxing unit that collects its own taxes may provide that a person who pays one-half of the unit's taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest before July 1 of the following year; and

Whereas, V.T.C.A. §31.03 (b) provides that the split-payment option, if adopted, applies to taxes for all units for which the adopting unit collects taxes; and

Whereas, attached to this Order is a list of other taxing entities for which Galveston County currently collects ad-valorem taxes; and

Whereas, V.T.C.A. §31.03 (d) provides that the governing body of a taxing unit that has its taxes collected by another taxing unit that has adopted the split-payment option under §31.03 (a) may provide, in the manner required by law for official action by the body, that the split-payment option does not apply to the taxing unit's taxes collected by the other taxing unit; and

Whereas, it is the desire of the Commissioners' Court to provide for this split pay option for Galveston County and Galveston County Road and Flood.

Now, Therefore Be it Ordered that the **Commissioners' Court**, for and on behalf of Galveston County, Galveston County Road and Flood and all other taxing units for which Galveston County collects taxes hereby adopts the split pay provisions of V.T.C.A., Tax Code

§31.03 (a) and (b) on the collection of 2012 Ad Valorem Taxes.

Be it Further Ordered that copies of this Order be sent to each taxing entity for which Galveston County collects taxes in order to enable them to make a determination as to whether the split-payment option also applies to their entity.

Be it Further Requested that to help enable the **Galveston County Tax Office** to properly prepare tax statements for each entity for which Galveston County collects ad-valorem taxes that any entity that makes a determination that the split-payment option does not apply to it notify the **Hon. Cheryl E. Johnson** of such decision by no later than August 1, 2013.

Upon Motion Duly Made and Seconded, the above foregoing Orders are hereby passed by Commissioners' Court meeting of this the 7th day of June, 2013.

County of Galveston

Mark A. Henry
County Judge

Attest:

Dwight D. Sullivan,
County Clerk

depts\commct\Resolut\split payment taxes 2013
Filed in both Tax Assessor Split Payments and
Taxes Split Payment

Customers of the Galveston County Tax Office

Galveston County & Galveston County Road & Flood

Dickinson Independent School District

Galveston Independent School District

High Island Independent School District

Hitchcock Independent School District

La Marque Independent School District

City of Bayou Vista

City of Clear Lake Shores

City of Dickinson

City of Friendswood

City of Galveston

City of Hitchcock

City of Kemah

City of Jamaica Beach

City of La Marque

City of League City

City of Santa Fe

City of Texas City

Village of Tiki Island

Crystal Beach (delinquent taxes)

Drainage District No. 1

Drainage District No. 2

Emergency Services District No. 1

Galveston College

College of the Mainland

MUD District #1

Bacliff MUD No. 4

Bayview MUD

San Leon MUD

Tara Glen MUD

GC Fresh Water Dist. No. 6

Galveston Co. MUD No. 12

Navigation District No.1

WCID No. 1

WCID No. 12

WCID No. 19

Road District #1 (delinquent taxes)

State (delinquent taxes)

AGENDA ITEM #21.c.1.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Parks Department	Amendment No. 13-039-0607-A
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 Capital Outlay - Vehicles to purchase a new ATV for the Beach Sticker Program.
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: Galveston County Beach and Parks 2601-920180-5930000	Line Item: Budgeted Reserves	9,700	---
TOTAL - Transfer Amount		\$ 9,700	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: Galveston County Beach and Parks 2601-522042-5742000	Line Item: Capital Outlay - Vehicle	9,700	---
TOTAL - Transfer Amount		\$ 9,700	

ADDITIONAL COMMENTS:
This is a budget request to transfer budget from Budgeted Reserves to Capital Outlay - Vehicle to fund the purchase of a new ATV for the Beach Sticker Program.

Description	Budgeted Reserves	Capital Outlay - Vehicle
Beginning Balance, 05/30/2013	-\$1,312,500	\$0
Budget Amendment - BA 13-039-0607-A	-9,700	9,700
Expenditures and Encumbrances to date	0	0
Balance upon approval	\$1,302,800	\$9,700

Departmental Authorization _____ Date _____
N/A

Human Resources Department _____ Date _____

[Signature] 5/31/2-13
Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____ Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

AGENDA ITEM #21.c.2.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department: Justice Court Precinct #3 Amendment No. 13-040-0607-B
 Date Submitted: May 29, 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 Supplies and Materials to Travel and Education to fund expenditures through the end of FY2013.
 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 1101-123300-5130000	Line Item: Supplies and Materials	1,500	—
TOTAL - Transfer Amount		\$ 1,500	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: General Fund 1101-123300-5496100	Line Item: Travel and Education	1,500	—
TOTAL - Transfer Amount		\$ 1,500	

ADDITIONAL COMMENTS:

This is a budget request to transfer budget from Supplies and Materials to Travel and Education to fund expenditures through the end of fiscal year 2013. In FY2012, the total for travel and education expenditures was \$1,631.

Description	Supplies and Materials	Travel and Education
Beginning Balance, 05/30/2013	\$2,500	\$1,000
Budget Amendment - BA 13-040-0607-B	-1,500	1,500
Expenditures and Encumbrances to date	439	1,285
Balance upon approval	\$561	\$1,215

Departmental Authorization _____ Date _____
 N/A
 Human Resources Department _____ Date _____

[Signature] 5/31/2013
 Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____ Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

AGENDA ITEM #21.c.3.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department: Justice Court Precinct #8-1 Amendment No. 13-041-0607-C
 Date Submitted: May 28, 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 Books and Periodicals to Travel and Education to fund expenditures through the end of FY2013.
 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 1101-123600-5130000	Line Item: Books and Periodicals	200	—
TOTAL - Transfer Amount		\$ 200	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: General Fund 1101-123600-5496100	Line Item: Travel and Education	200	—
TOTAL - Transfer Amount		\$ 200	

ADDITIONAL COMMENTS:
 This is a budget request to transfer budget from Books and Periodicals to Travel and Education to fund expenditures through the end of fiscal year 2013. In FY2012, the total for travel and education expenditures was \$962.

Description	Books and Periodicals	Travel and Education
Beginning Balance, 05/30/2013	\$200	\$1,500
Budget Amendment - BA 13-040-0607-B	-200	200
Expenditures and Encumbrances to date	0	926
Balance upon approval	\$0	\$774

Departmental Authorization _____ Date _____
 N/A
 Human Resources Department _____ Date _____

M. J. Smith 5/31/2013
 Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.
 Reviewed by: _____ Date: _____
 Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

AGENDA ITEM #21.c.4.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department: Justice Court Precinct #4 Amendment No. 13-042-0607-D
 Date Submitted: May 29, 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 Travel and Education to fund expenditures through the end of FY2013.
 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 1101-920180-5930000	Line Item: Budgeted Reserves	780	—
TOTAL - Transfer Amount		\$ 780	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: General Fund 1101-123400-5496100	Line Item: Travel and Education	780	—
TOTAL - Transfer Amount		\$ 780	

ADDITIONAL COMMENTS:

This is a budget request to transfer budget from Budgeted Reserves to Travel and Education to fund expenditures through the end of fiscal year 2013. These funds are to cover expenditures for six employees to attend the 2013 Legislative Updates, which is a seminar on changes in the filing and processing of all Civil Cases. In FY2012, the total for travel and education expenditures was \$1,670.

Description	Budgeted Reserves	Travel and Education
Beginning Balance, 05/30/2013	\$16,062,702	\$1,500
Budget Amendment - BA 13-040-0607-B	-780	780
Expenditures and Encumbrances to date	0	1,272
Balance upon approval	<u>\$16,061,922</u>	<u>\$1,008</u>

Departmental Authorization _____ Date _____
 N/A
 Human Resources Department _____ Date _____

 5/31/2013
 Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____ Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

AGENDA ITEM #22.a.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 6, 2013

Mark Henry, Galveston County Judge

722 Moody

Galveston, Texas 77550

RE: Request for refund of penalty & interest

5076-0010-0058-000

Vonau, Sarah

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.01 (g) "... failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

The customer states she refinanced her home in the fall of 2012 and did not receive a tax statement for the 2012 tax year. The statement was sent to the mortgage company as requested for several years. It is our policy to forward the tax statements to the mortgage holder upon request and if the company no longer has interest in the property they have a responsibility to forward the statement to the homeowner of record.

This delinquency or omission was not caused by any of the tax office or any other government agency.

<u>Account</u>	<u>Year</u>	<u>Refund</u>
5076-0010-0058-000	2012	\$125.26

Sincerely,

Cheryl E. Johnson

Account Status

Prev Acc... Next Acc... Prev Owner Next Owner Apct History Apct Summary **Notes** Documents

Go To: [dropdown]

EVANS_E
ACT8006 v1.234

05/06/2013 15:19:00
OCTO_PROD

Status Detail Expand Fees **SUMMARY**

Account Information Account No. 507600100058000 Owner No. 0 Owner Percentage 1.00 Parcel Address 2802 SUGAR WOOD DR Roll Code REAL PROPERTY		List of Mortgage Companies <table border="1"> <thead> <tr> <th>Year</th> <th>Fido</th> <th>Fiduciary Name</th> </tr> </thead> <tbody> <tr><td>2012</td><td>90088880</td><td>CHASE HOME FINANCE LLC</td></tr> <tr><td>2011</td><td>90088880</td><td>CHASE HOME FINANCE LLC</td></tr> <tr><td>2010</td><td>90088880</td><td>CHASE HOME FINANCE LLC</td></tr> <tr><td>2009</td><td>20088880</td><td>CHASE HOME FINANCE LLC</td></tr> </tbody> </table>		Year	Fido	Fiduciary Name	2012	90088880	CHASE HOME FINANCE LLC	2011	90088880	CHASE HOME FINANCE LLC	2010	90088880	CHASE HOME FINANCE LLC	2009	20088880	CHASE HOME FINANCE LLC	Total Due Total Due \$0.00 Payment Agmt. No. [dropdown]
Year	Fido	Fiduciary Name																	
2012	90088880	CHASE HOME FINANCE LLC																	
2011	90088880	CHASE HOME FINANCE LLC																	
2010	90088880	CHASE HOME FINANCE LLC																	
2009	20088880	CHASE HOME FINANCE LLC																	
Legal Description Legal Description ABST 18 PAGE 7 LOT 58 BLK 10 MEADOW BEND SEC 2		Legal Information <table border="1"> <thead> <tr> <th>Year</th> <th>Legal Status</th> <th>Cause No.</th> <th>Bankruptcy No.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Year	Legal Status	Cause No.	Bankruptcy No.												
Year	Legal Status	Cause No.	Bankruptcy No.																
Owner Information Certified Owner VONAU WALTER L JR & SARAH Address 2802 SUGAR WOOD DR LEAGUE CITY TX 77573-		Other Information Certified Date 10/04/2012 Legal Acres 161 Alternate Owner [input] Address [input]																	

Evans, Erma

From: Crider, Rachael
Sent: Thursday, March 07, 2013 9:56 AM
To: svonau@comcast.net
Cc: Johnson, Cheryl E; Evans, Erma
Subject: FW: property taxes due - unaware of this bill - remove fee please

Good morning Ms. Vonau,

I have reviewed your account and it does appear that your mortgage company has been requesting the tax statements. Unfortunately, we are unable to remove them as the party receiving the statements unless they request it. That is usually done through an electronic file we receive from them once a year.

We do not have the authority to remove these fees but I would be more than happy to consider this email as a request to present your case to the County Commissioner's and ask that they waive the fees based on these circumstances. Once the base levy is paid I will proceed with the request. You should be notified by the Judge's office as to when your case will appear as an item on the agenda. Please let me know if you have any questions.

Thank You,

Rachael F. Crider, RPA
Chief Deputy, Property Tax
Galveston County Tax Office
Office: 409-766-2476
Fax: 409-766-4561

From: Johnson, Cheryl E
Sent: Thursday, March 07, 2013 9:42 AM
To: Crider, Rachael
Subject: FW: property taxes due - unaware of this bill - remove fee please

Please respond and also move forward as P&I case if appropriate.

Thanks!

Cheryl

From: svonau@comcast.net [<mailto:svonau@comcast.net>]
Sent: Wednesday, March 06, 2013 2:05 PM
To: Johnson, Cheryl E
Subject: property taxes due - unaware of this bill - remove fee please

Ms. Cheryl Johnson -

Can you please help!

Since we refinanced our home in the fall of 2012 I did not receive so was unaware of this bill needing to be paid. I was asked about property taxes while filing my 2012 tax returns and I have called your office numerous times since. NOBODY answers and I haven't received a return call yet.

TODAY, I received my first notification via mail about this bill (yellow postcard). When I went to the website listed and typed in my account number given I see there is a \$125.26 fee added to my bill.

I will happily pay the original cost of the bill \$1391.78 in full but want the extra fee \$125.25 to be waived due to my refinancing and non receipt of bill being due.

You can either call 832-425-2697 or email me back at svonau@comcast.net

Thanks for your time -

Sarah Vonau
2802 Sugar Wood Drive
League City, TX 77573

Account Number: 5076-0010-0058-000



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 14, 2013

Sarah Vonau
2802 Sugar Wood Drive
League City, Texas 77573

*Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges
on Account No. 5076-0010-0058-000.*

Dear Sarah Vonau:

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 June 11, 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,

A handwritten signature in cursive script, appearing to read "Mark Henry".

Mark Henry

MH/dgm

AGENDA ITEM #22.a.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: Request for waiver of penalty & interest
Account: 6691-0003-0001-000
Shelli, Gregory

Dear Judge Henry:

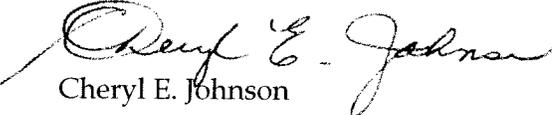
Texas Property Tax Code Section 1.08, **Timeliness of Action by Mail**, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if:

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."

Mr. Gregory states his original payment was returned to him due to an incorrect zip code on the envelope. He resubmitted his payment along with the original returned envelope however, the original envelope shows a postmark of February 14 therefore his payment was not timely. This is the only incident of which we are aware that an incorrect zip code caused payment to be returned to a customer. The USPS has failed to respond to inquiries on similar situations thus we are unable to correct these issues.

<u>Account Numbers</u>	<u>Year</u>	<u>Refund</u>
6691-0003-0001-000	2012	\$ 197.20

Sincerely,


Cheryl E. Johnson

From: Shelli Sheree Gregory
1189 Rustling Wind Lane
League City, Texas 77573

Date: Feb. 27-2013

To: Cheryl E. Johnson, RTA
Galveston County Tax Assesor Collector
PO BOX 1169
Gavleston Texas 77553-1169

MAR 04
Bm

Dear Cheryl E. Johnson, RTA Galveston County Tax Assesor Collector,

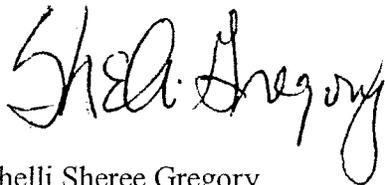
Kindly find with this letter a sealed and returned from sender envelope for my 2013 tax's.

I received this returned mail Monday this week Feb. 25th, 2013 in confusion. I called the tax office and never received a returned call until I called today on Wednesday and was fortunate to speak to Ms. LouAnn (whom by the way was so informative and kind). Ms. Louann mentioned that the envelopes had the incorrect zip code on it and that is why they returned it and we discussed that it had to have been lost or misplaced by the post office as I am always on time with my tax's and even sent it in early to insure that it was applied by the end of Jan. 2013. I wrote and mailed my check in the preaddressed and supplied envelope on the 21st of Jan 2013.

Kindly review my case and please revoke any penalties and charges that might have occurred during this investigation.

Thank you in advance for reviewing my case.

Kind Regards,



Shelli Sheree Gregory

Cc: blue envelope

TAX RECEIPT



CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner:

GREGORY SHELLI
1189 RUSTLING WIND LN
LEAGUE CITY, TX 77573

Legal Description:

SOUTH SHORE HARBOUR MODEL HOMES SEC
(2002) ABST 18, BLOCK 3, LOT 1, ACRES
0.177

Parcel Address: 1189 RUSTLING WIND LN
Legal Acres: 0.1770

Deposit No: 745031413P
Validation No: 900000027805167
Account No: **6691-0003-0001-000**
Operator Code: WISEMAN_P

Remit Seq No: 23249682
Receipt Date: 02/14/2013
Deposit Date: 03/14/2013
Print Date: 03/14/2013
Printed By: WISEMAN_P

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2012	Galveston Co	216,000	0.599915	1,211.05	84.77	0.00	1,295.82
2012	Road & Flood	213,000	0.008855	17.62	1.24	0.00	18.86
2012	League City	243,000	0.597000	1,355.80	94.91	0.00	1,450.71
				\$2,584.47	\$180.92	\$0.00	\$2,765.39

> --
Check Number(s):
0105

PAYMENT TYPE: PARTIAL PAYMENT

Checks: \$2,765.39

Exemptions on this property:

HOMESTEAD

Total Applied: \$2,765.39
Total Tended: \$2,765.39
(for accounts paid on 02/14/2013)
Change Paid: \$0.00

REMAINING BALANCE

PAYER:
GREGORY SHELLI
1189 RUSTLING WIND LN
LEAGUE CITY, TX 77573



Ms. Shelli Gregory
1189 Rustling Wind Ln.
League City, TX 77573

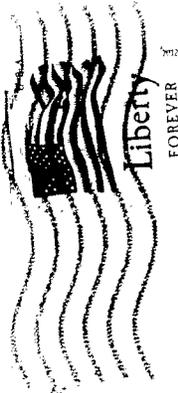


Mar 04 2013

gm

NORTH HOUSTON TX 773

28 FEB 2013 PM 3 L



*Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
P.O. Box 1169
Galveston, Texas 77553-1169*

7755311698



*

Total Control Account®

MetLife®

Metropolitan Life Insurance Company

SHELLI S GREGORY
1189 RUSTLING WIND LANE
LEAGUE CITY TX 77573

0105

62-15311
2196

Date Jan 21-2013

Pay to the Order of Cheryl E Johnson, Assessor & Tax Collector \$ 2765.39

Two thousand seven hundred sixty five & 39/100 Dollars  Security features are included. Details on back.

Memo 66910030001000
CAD# R406989

Signature Shelli Gregory

0105

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 \$25⁰⁰ fee will be charged for all returned checks.

ACCOUNT #: 6691-0003-0001-000

CAD #: R406989

GREGORY SHELLI
1189 RUSTLING WIND LN
LEAGUE CITY TX 77573

- 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

000000R406989 0000276539 0000138270 0000000000 0000000000 3

FROM Gregory
1189 Rustling Wind
League City TX 77573

141 FEB 2013 PM 2 L



IMPORTANT!
REPLY MAIL

CHERYL E JOHNSON
ASSESSOR AND COLLECTOR OF TAXES
PO BOX 1169
GALVESTON TX 77533-1169

RECEIVED
MAR 04 2013
Bm

NIXIE 773 45 1 12 02/2013

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

77573@3053



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 14, 2013

Shelli Gregory
1189 Rustling Wind Lane
League City, Texas 77573

*Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges
on Account No. 6691-0003-0001-000.*

Dear Shelli Gregory:

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 June 11, 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,

A handwritten signature in cursive script that reads "Mark Henry".

Mark Henry

MH/dgm

AGENDA ITEM #22.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 23, 2013

Mark Henry, Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: **CLERICAL ERROR**
Multiple Accounts

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.

In a recent internal audit we discovered that some property tax checks received in our office were inadvertently overlooked in the envelope and filed along with other backup documentation. Replacement checks were sent in by the customers however fees had accrued. The original payments were submitted in a timely manner, therefore this is a clerical error.

<u>Account</u>	<u>Year</u>	<u>Amount</u>	<u>Name</u>
2145-0000-0004-001	2012	\$93.25(R)	Randall Aragon
1610-0001-0003-000	2012	\$12.04(R)	Clifford Jones
5291-0000-0817-000	2012	\$258.81(W)	Robert Martin
1715-0000-0017-000	2012	\$77.16(R)	Henry Terrell
1115-0000-0005-000	2012	\$40.92(R)	Delores Jackson
7511-0000-0001-000	2012	\$76.98(R)	Joni Schirmer
6345-0003-0001-003	2012	\$55.56(R)	Joni Schirmer
6893-0003-0005-000	2012	\$35.93(R)	Dorothy Milner
3552-0004-0403-000	2012	\$41.85(R)	Candace Cantrell
7331-0000-0005-000	2012	\$15.99(R)	Josephine Woodard
1970-0000-0038-000	2012	\$102.79(R)	Allen Honish
5291-0000-0817-000	2012	\$26.20(W)	Robert Martin
8600-0558-4850-010	2012	\$3.56(R)	Pamela Troutman
5120-0010-0028-000	2012	\$6.39(R)	Melvin Brown, Sr.
7665-0000-0013-000	2012	\$4.20(R)	Melvin Brown, Sr.
3510-0013-0010-000	2012	\$26.84(R)	Melvin Brown, Sr.
4347-0000-0039-000	2012	\$3.24(R)	Melvin Brown
7665-0000-0014-000	2012	\$4.15(R)	Melvin Brown, Sr.
7665-0000-0015-000	2012	\$4.14(R)	Melvin Brown, Sr.

Mark Henry, County Judge
May 23, 2013
Pg. 2

<u>Account</u>	<u>Year</u>	<u>Amount</u>	<u>Name</u>
5120-0010-0006-000	2012	\$3.69(R)	Melvin Brown, Sr.
2735-0000-0020-000	2012	\$2.69(R)	Melvin Brown, Sr.
4347-0000-0038-001	2012	\$1.11(R)	Melvin Brown, Sr.
5289-0000-0600-000	2012	\$120.16(R)	Henry Hans
5960-0190-0013-000	2012	\$5.66(R)	Mitchell Porcelli
8300-5960-0190-001	2012	\$9.22(R)	Mitchell Porcelli
1642-0005-0005-000	2012	\$38.13(R)	Sabet LTD
6246-0097-0002-004	2012	\$194.80(R)	Wilson Hillman
5135-0000-0076-000	2012	\$31.80(R)	Randall Odom
5473-0010-0303-000	2012	\$453.08(W)	Kimberley Minton
2354-0002-0047-000	2012	\$139.52(R)	Verna Yancy
4694-0000-0079-004	2012	\$7.92(R)	Cecil Adams
0018-0022-0000-000	2012	\$6.96(R)	Huis Behouden
0018-0023-0000-000	2012	\$13.71(R)	Huis Behouden
0018-0021-0000-000	2012	\$198.36(R)	Huis Behouden
0018-0019-0000-000	2012	\$160.28(R)	Huis Behouden
0018-0020-0000-000	2012	\$267.20(R)	Huis Behouden
5289-0000-0582-000	2012	\$258.89(R)	Joseph Moore

Sincerely,



Cheryl E. Johnson

AGENDA ITEM #22.b.24.



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 26, 2013

Mark Henry, Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: **CLERICAL ERROR**

4207-0000-0070-000

Griffin, Edgar C

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.

Mr. Griffin's accounts were combined by the Appraisal District, however one account was not deleted therefore causing a double assessment. This was corrected in November after Mr. Griffin had paid taxes on that account. The amount paid was refunded instead of being transferred to the active account therefore this is a clerical error.

<u>Account</u>	<u>Year</u>	<u>Refund</u>
4207-0000-0070-000	2012	\$ 163.30

Sincerely,


Cheryl E. Johnson, RTA



Red Griffin

9015 Jamaica Beach

Galveston, Texas 77554

March 7, 2013

Commissioner's Court

Tax Assessor/Collector

P. O. Box 1169

Galveston, Texas

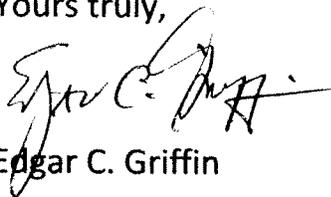
Subject: Account #4207000000720000

X killed acct

To Whom It May Concern:

I am enclosing correspondence regarding the above account which I hope is self-explanatory. I never received a tax bill for this account and as the correspondence indicates there was a mistake made on the two accounts. I don't feel the interest penalty charges are justified under these circumstances. Thanks for your understanding.

Yours truly,



Edgar C. Griffin

FILED

MAR 11 2013

COLLECTIONS

Red Griffin
9015 Jamaica Beach
Galveston, Texas 77554

March 7, 2013

Ms Johnna Herrin
Tax-Assessor/Collector
P. O. Box 1169
Galveston, Texas 77553

Subject: account #420700000070000

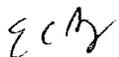
Dear Ms Herrin,

I am enclosing your check TX00109453 in the amount of \$23,978.42 and my personal check #1629 in the amount of \$1,781.50 to be applied to my account # 420700000070000 with an outstanding tax bill of \$25,759.92 for the year 2012.

Additionally I am enclosing a copy of a letter that I previously wrote to you inquiring about the receipt of your check. As we discussed since I never received a tax bill for this account I feel interest and penalty should be waived.

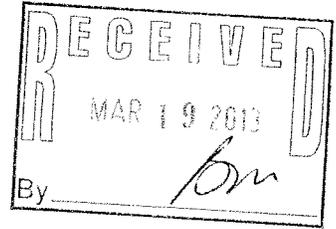
Thanks for your understanding and cooperation.

Yours truly,



Edgar C. Griffin

Edgar C. "Red" Griffin
9015 Jamaica Beach
Galveston, Texas 77554



MS Cheryl E. Johnson
Tax-Assessor/Collector
P. O. Box 1169
Galveston, Texas 77553

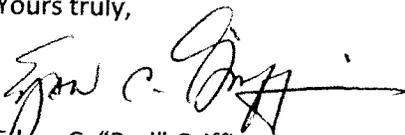
Subject: Adjustment Refund

Dear MS Johnson:

I am enclosing a copy of your check # TX00109453 dated January 25, 2013 in the amount of \$23,978.42 for an adjustment refund on my property taxes. My homestead is located at 4202 and 4206 East Bayside Way in Jamaica Beach. For tax purposes these properties were combined for the address of 4206 East Bayside Way. I would ask that you please check your records to see if in fact I am entitled to this refund as stated above?

I can be contacted in writing at the above address or by telephone at 409+737-3132.

Yours truly,


Edgar C. "Red" Griffin

Encl.

CHERYL E. JOHNSON TAX ASSESSOR/COLLECTOR
Galveston County Property Tax Account

Check Number: **TX 00109453**
Check Date: **01/25/2013**

Account No.	Year	Refund Reason	Amount	Reference
420700000072000	2012	ADJUSTMENT REFUNDS	23,978.42	

*W/edg
acct* *Plus
copy*

Comments

VALUE DECREASED

GRIFFIN EDGAR C & GAYOLYN
9015 JAMAICA BEACH
JAMAICA BEACH, TX 77554

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER, THERMOCHROMIC INK ON BACK.



CHERYL E. JOHNSON
TAX ASSESSOR/COLLECTOR
Galveston County Property Tax Account
P.O. Box 1169
Galveston, Texas 77553

PROSPERITY BANK
www.prosperitybanktx.com

88-2265/1131-59

TX00109453
01/25/2013

**** \$ **23,978.42** CTS CTS
TWO THREE NINE SEVEN EIGHT

\$23,978.42

pay the amount of

TWENTY-THREE THOUSAND NINE HUNDRED SEVENTY-EIGHT AND 42/100 DOLLARS

VOID AFTER 90 DAYS

To the order of

GRIFFIN EDGAR C & GAYOLYN
9015 JAMAICA BEACH
JAMAICA BEACH, TX 77554

Cheryl E. Johnson
County Tax Assessor - Collector
Shirley R. Sweet
County Tax Office - Chief Deputy Business Services

⑈00109453⑈ ⑆113122655⑆ 7763271⑈

⑈0002397842⑈

See Other Side For Opening Instructions



CHERYL E. JOHNSON
TAX ASSESSOR/COLLECTOR
Galveston County Property Tax Account
P.O. Box 1169
Galveston, Texas 77553

GRIFFIN EDGAR C & GAYOLYN
9015 JAMAICA BEACH
JAMAICA BEACH, TX 77554

AGENDA ITEM #22.b.25.



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 15, 2013

Mark Henry,
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Clerical Error

Request for refund or waiver of penalty & interest

2195-0000-0015-000

Washington, Lynn

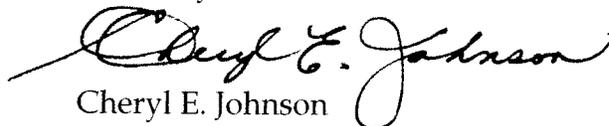
Dear Judge Henry:

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.

Ms. Washington states she did not receive the 2012 tax statement. The statement was sent to P. O. Box 243, La Marque, TX 77568. There is no record of this address listed on the account for current or prior years therefore this is a clerical error.

<u>Account</u>	<u>Year</u>	<u>Refund</u>
2195-0000-0015-000	2012	\$ 70.72

Sincerely,


Cheryl E. Johnson

February 20, 2013

To: Property Tax Department
County Judge
PO Box 1169
Galveston, Texas
77553
Fax 409- 766-2479

From: Veronica Washington
611 South Heights Dr. *W*
LaMarque Texas, 77568

Re: Request to waive Fees

Dear County Judge,

My house was paid off this year in April 2012. I did not get tax information, and thought I paid them with my last mortgage payment in April 2012. I did not realize that taxes were not paid until I was attempting to get my income tax information together on 2/15/2013. I called the tax office (several phone numbers) recently 2/15/2013 and discovered that the original amount was \$1817.46 due January 2013 and now it is \$1888.18 due February 2013. One person informed me that the address was changed to a PO Box 243 address, which is my X husband's box. I am wondering if it was sent there instead of the home/physical address of 611 South Heights Dr., LaMarque TX, 77568.

I am asking that you waive the added amount of \$70.72 in the month of February. I now understand the process of when bills are sent and due.

Veronica Washington
Respectfully
Veronica Washington

Veronica Leshpinski
Le 11 S. Heights Dr.
La Marque TX
77568

NORTH HOUSTON TX 772

25 FEB 2013 PM 11

ERMA

USA FIRST CLASS FOREVER

Property Tax Department
County Judge
P.O. Box 1169
Haltom City, Texas

775681699



EVANS_E
ACT8006 v1.235

05/24/2013 11:34:13
GCTO_PROD

Status Detail Expand Fees **SUMMARY**

Account Information		List of Mortgage Companies			Total Due	
Account No.	Year	Fido	Fiduciary Name	Total Due	Total Due	
21950000015000						
Owner No.	NOTES -- Account No. 21950000015000					
Parcel Add	EVANS_E			05/24/2013 11:35:41		
Roll Code	ACTNOTES v1.10			GCTO_PROD		
	Account Number 21950000015000					
Legal De						
Legal	Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
Descriptor	30879108	03/11/2013	BATCH_REGU	2012 DELINQUENT POSTCARD REMINDER		01/01/2099
	30729503	02/27/2013	DOMINICK_L	SENT INITIAL P & I LETTER		
	30729502	02/26/2013	DOMINICK_L	DELQ STMT - SUMMARY : VERONICA, 611 S HEIGHTS ST, LA MARQUE, TX	DSTM	
	30720460	02/26/2013	LEMONS_E	DELQ STMT - SUMMARY : VERONICA, 611 S HEIGHTS ST, LA MARQUE, TX	DSTM	
	30048261	12/20/2012	SUPP	LMISD ROLLBACK ACCOUNT		
Owner In						
Certified						
Owner						
Address						
<input type="button" value="Save"/> <input type="button" value="Add"/> <input type="button" value="Delete"/> <input type="button" value="View Notes"/> <input type="button" value="Print Window"/> <input type="button" value="Close Window"/>						
LA MARQUE TX 77558-3426 <input type="button" value="Press Button to View Note"/>						

Account Status

Prev Acc... Next Acc... Prev Owner Next Owner Acct History Acct Summary Notes

Go To: [dropdown]

KELLYM
ACT8006 v1.235

05/15/2013 14:55:10
GCTO_PROD

Status Detail Expand Fees SUMMARY

Account Information

Account No. 21950000015000

Owner No. 0 Owner Percentage 1.00

Parcel Address 611 S HEIGHTS DR

Roll Code REAL PROPERTY

List of Mortgage Companies

Year	Fido	Fiduciary Name
2011	117	BAC TAX SERVICES CORP
2010	117	BAC TAX SERVICES CORP
2009	20042190	BANK OF AMERICA C/O HOME
2008	20042190	BANK OF AMERICA C/O HOME

Total Due

Total Due \$0.00

Payment Agmt. No.

[input field]

Legal Description

Legal Description ABST 2 PAGE 6 & 9 LOT 15 CAMPUS HEIGHTS
ADDN 2

Legal Information

Year	Legal Status	Cause No.	Bankruptcy No.

Other Information

Certified Date 10/04/2012

Legal Acres 204

Owner Information

Certified Owner WASHINGTON LYNN JUNE 8
VERONICA

Address 611 S HEIGHTS ST
LA MARQUE TX 77568-3425

Alternate Owner [input field]

Address [input field]

Change

AGENDA ITEM #22.b.26.



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 24, 2013

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

Re: CLERICAL ERROR
Touchstone, Ruth
6246-0064-0007-000
2655-0002-0015-001

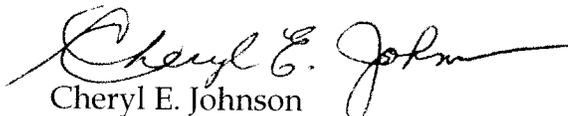
Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error.

Ms. Touchstone's check was inadvertently overlooked in the envelope and filed along with other backup documentation. A replacement check was sent in by the customer however fees had accrued. The original payment was submitted in a timely manner, therefore this is a clerical error.

<u>Account Number</u>	<u>Year</u>	<u>Refund</u>
6246-0064-0007-000	2012	\$ 53.99
2655-0002-0015-001	2012	\$134.81

Sincerely,


Cheryl E. Johnson

4-24-13

Please Refund fees (PNI)
paid on these accounts,

6246-0064-0007-000

2655-0002-0015-001

They were paid by CK# 1063 sent
on 1-30-13 and they never cleared
bank. My other checks sent on the
same day were posted timely.

Thank You

ReAnn Touchstone

201-748-8084

Please set up as clerical error
per Mrs Johnson.

Check found in Lockbox back-up -
was never posted.

Taxes ~~Taxes~~ have been repaid
with P41.

LouAnn Casalin
4-26-13

