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 25, 2013 – 1:30 PM

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

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

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

*1. Submitted by Auditor's Office:

a. Approval of Accounts Payable Checks dated 6/18/13 and 6/25/13.

b. Order for Payroll period ending 6/19/13 Bi-Weekly #13.

c. Order for Supplemental Payroll period ending 6/19/13 Bi-Weekly #13.

d. Order for monthly Workers' Compensation claims period ending 5/31/13.

e. Order for monthly Health Insurance Claims made by Boon Chapman for period ending 5/31/13.

f. Condensed Condition of Funds Statement for period ending March 2013.

*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #12, May 23 - June 5, 2013, 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. Acceptance of *Official Oath & Bond of replacement judge for County Court #3* submitted by the County Clerk.

*5. Consideration of *approving exemption to the 4 pay period mandatory vacancy policy for Senior Court Services Technician-Pre-Trial (Psn #5)* submitted by Human Resources.

*6. Consideration of *approving exemption to the 4 pay period mandatory vacancy policy for Pre-Trial Release Investigator - Pre-Trial Release (Psn #4)* submitted by Human Resources.

*7. Consideration of *approving exemption to the 4 pay period mandatory vacancy policy for Seawall Maintenance Operator-Road & Bridge (Psn #9)* submitted by Human Resources.

*8. Consideration of *Approval of Agreement with Reliant Energy Retail Services, LLC to participate in the CARE Program* submitted by Community Services.

*9. Acceptance of *marble seal from Jefferson County recognizing the exemplary work of Galveston County Sheriff's office, Districy Clerks office and Justice Administartion by Judge Wortham, 58th Judicial Court* submitted by the County Judge.

*10. Consideration of *execution of Renewal Contract with Southwest Solutions Group for Maintenance of Spacesaver Systems* submitted by County Clerk.

*11. Consideration of *execution of Renewal Contract with Verisign Inc. for the use of Credit Cards* submitted by the County Clerk.

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

a. RFP #B112005 Food Services for Juvenile Justice Center

b. Bid #B112020 HVAC Supplies and Equipment

c. Bid #B122021 Abatement of Junked Vehicles

d. Bid #B122022 Sheriff Department Uniforms

e. Bid #B122026 Asphalt Oils and Emulsions

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

*14. Consideration of *authorization to receive and properly dispose of court ordered items* submitted by the Purchasing Agent.

*15. Consideration of *Authorizing Purchasing Agent to issue an RFP for operation of the toll booth on the San Luis Pass Bridg*e submitted by the Purchasing Agent.

*16. Consideration and *approval of $500.00 restitution check from Richard Patterson Sr for damages at Jack Brooks Park* submitted by Parks & Senior Services.

*17. Consideration of a *Resolution Recognizing July 21-27, 2013 as Pretrial, Probation, Parole Supervision Week* submitted by County Legal.

*18. Consideration of *approval of an Inter-local Agreement between Galveston County and the CIty of Santa Fe for the County Road & Bridge Department to prime 2nd Street from Hwy. 646 to Ave L in Santa Fe* submitted by Road & Bridge.

*19. Consideration and execution *of FY 2014 Joint Funding Agreement with the United States Geological Survey for surface-water data collection activities during the period October 1, 2013 through September 30, 2014.The surface water program includes Moses Lake – Galveston Bay – Texas City, Texas City Pump Station – Texas City, and La Marque Levee Pump Station – La Marque* submitted by Road & Bridge.

*20. Consideration of *Approval of the Annual Renewal with TCLEDDS Database Usage in the amount of $2,460.00* submitted by the Sheriff's Office.

*21. Consideration of *authorizing Purchasing Agent to issue RFQ for title examination, research, and insurance* submitted by the County Judge.

*22. Consideration of *directing Purchasing Agent to issue an Information to Bid for publication of all County notices pursuant to Government Code Section 2051.044 and related statutes* submitted by County Commissioner, Precinct 1.

*23. Authorization for *Fleet Manager to collect any and all information requested by County Judge for preparation of the Budget as stated in Texas Local Government Code* submitted by County Judge.

*24. Consideration of *accepting right of way deed on Parcel 112, required for the FM 646 Project* submitted by the Right of Way Department.

*25. Receive and file *Notice of settlement of property damage claim of Don Bette* submitted by County Legal.

*26. Consideration of *authorizing the grant application to the Department of Homeland Security for the FY2013 Port Security Grant Program (PSGP) as* submitted by the Grants Manager.

*27. Consideration of *approval for Support Hours for Sharepoint with Summit Seven* submitted by Information Technology.

*28. Consideration of *approval for Travel and Professional Services for CDD Report Development for One Solution/Ifas Project* submitted by Information Technology.

*29. Consideration of *approval McAfee Portal Shield for Sharepoint External Website* submitted by Information Technology.

*30. Consideration of *approval for 25 additional Citrix License and Maintenance* submitted by Information Technology.

*31. Consideration of *approval for Accurint, background checks for Law Enforcement, Justice Admin, and Probate Court* submitted by Information Technology.

*32. Consideration for *approval of Change Order for One Solution/Ifas Project* submitted by Information Technology.

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

a.	1357-0002-0013-000	$ 3,853.16	Duplicate Payment
	1382-0001-0021-000	$ 4,413.91	Duplicate Payment
	1891-0000-0000-007	$ 4,343.61	Over Payment
	1998-0002-0011-000	$ 3,626.75	Over Payment
	2431-0005-0022-000	$ 2,678.41	Duplicate Payment
	2775-0005-2200-005	$ 11,691.62	Over Payment
	3015-0156-0000-001	$ 4,781.86	Duplicate Payment
	3200-0000-0298-000	$ 3,460.49	Duplicate Payment
	3204-0000-1007-000	$ 3,907.85	Over Payment
	3204-0000-1007-000	$ 4,402.41	Over Payment
	3397-0002-0010-000	$ 3,637.80	Over Payment
	3505-0436-0008-002	$ 3,418.56	Duplicate Payment
	4017-0000-0040-000	$ 4,930.17	Duplicate Payment
	4365-0037-0001-000	$ 6,489.10	Duplicate Payment
	4830-0000-0005-001	$ 5,767.49	Over Payment
	5459-0003-0012-000	$ 3,264.70	Duplicate Payment
	5516-0001-0008-000	$ 5972.44	Over Payment
	5568-0002-0702-000	$ 10,166.45	Duplicate Payment
	5861-0001-0050-000	$ 7,809.52	Duplicate Payment
	5868-0001-0016-000	$ 10,719.63	Duplicate Payment
	5870-0002-0056-000	$ 7,879.52	Duplicate Payment
	5896-0000-0004-000	$ 2,597.47	Duplicate Payment
	5970-0000-0101-000	$ 3,812.73	Duplicate Payment
	6040-0001-0016-000	$ 3,342.41	Duplicate Payment
	6071-0000-0000-009	$ 39,842.01	Duplicate Payment
	6235-0002-0001-000	$ 9,592.35	Over Payment

6241-0003-0021-000	$ 2,913.74	Duplicate Payment
6241-0003-0029-000	$ 3,154.63	Duplicate Payment
6377-0000-0652-000	$ 2,529.76	Duplicate Payment
6670-0000-0010-000	$ 5,627.47	Duplicate Payment
6689-3002-0004-000	$ 3,324.97	Duplicate Payment
6906-0002-0066-000	$ 3,022.48	Duplicate Payment
7145-0000-0068-000	$ 5,990.95	Over Payment
7248-2001-0019-000	$ 3,632.01	Duplicate Payment
7248-3001-0029-000	$ 3,070.02	Duplicate Payment
8600-0470-3478-020	$ 2,849.86	Duplicate Payment
8600-0470-3478-040	$ 3,023.51	Duplicate Payment
8600-0470-3478-060	$ 3,380.08	Duplicate Payment
8600-0681-0510-000	$ 5,041.27	Duplicate Payment
8700-0501-0640-000	$ 5,734.21	Over Payment
5474-0000-0001-100	$ 8,202.91	Over Payment
3462-0000-0002-000	$ 52,689.54	Over Payment
8600-0681-0510-000	$ 4,428.35	Over Payment
8600-0470-3478-060	$ 3,380.08	Duplicate Payment
8600-0470-3478-040	$ 3,023.51	Duplicate Payment
8600-0470-3478-020	$ 2,849.86	Duplicate Payment
H318-0002-3000-5000	$ 3,364.74	Over Payment
H318-0002-3000-5000	$ 3,288.70	Over Payment

b. Consideration of *approval for renewal services with Technique Data Systems in the amount of $800 for 2-Canon CR-180* submitted by the Tax Assessor Collector.

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

a. **CAD#: 1650-0000-0001-016**

b. **CAD#: 6076-0000-0003-000**

c. **CAD#: 7724-0000-0029-000**

Action Agenda

35. **Commissioner, Precinct 1**

a. Consideration of adopting a policy relating to reimbursement of labor and equipment costs to Galveston County for constructing, improving, maintaining or repairing various streets or alleys in municipalities located fully or partially within Galveston County including portions of such streets and alleys that are not an integral part of or a connecting link to other roads or alleys at the rate of up to 100% of FEMA approved rates for equipment and up to 125% of direct

labor costs to compensate for direct and indirect management and overhead.

b. Consideration of terminating authorization of payroll deductions from County Employee wages for dues for United Steel Workers International Union pursuant to Local Government Code Section 155.001.

36. **Commissioner, Precinct 4**

a. Consideration of requesting the issuance of a permit from the City of League City to remove trees and other growth from an approximately 18 acre tract of land out of the Perry and Austin League Abst. 19 League City, obtained by Galveston County from Sonrisa Realty Partners, Ltd. and Sonrisa Properties, Ltd. in connection with the proposed Grand Parkway.

37. **Community Services**

a. Consideration for authorization of reducing the percentage of Federal Poverty Level (FPL) as it pertains to the eligibility provisions of the Galveston County Indigent Health Care Program.

38. **County Engineer**

a. Consideration of amendment no. 1 to the Binkley & Barfield engineering contract for the FM 646 project.

b. Consideration of authorizing the County Judge to send a letter to TxDOT notifying them that the FM 646 Pass Through Toll Project between FM 517 and FM 1764 has been completed and requesting TxDOT to accept the project for maintenance.

c. Consideration of acceptance of a road bond from Alta Mesa Services, LP in conjuction with drilling an oil/gas well in San Leon.

d. Consideration of application from Timothy Byrom and Carol D. Buckley to convey protions of Lots 27 and 28, Block 27 of Live Oak Ridged Subdivision, in Pt. Bolivar by metes and bounds without revising the plat.

e. Consideration of application from Rheta Cox and Laura Collard to convey portions of Outlot 415, Alta Loma Outlots in Santa Fe by metes and bounds without revising the plat.

39. **County Judge**

a. Consideration of temporary judge of Galveston County Court No. 3 and related bonding under Local Goverment Code Section 87.017 (b)

40. **County Legal**

a. **Break Into Executive Session.**

b. **Executive Session:** Section 551.072 Deliberations about Real Property – discussion concerning possible reacquisition of Lowe's tract of land.

c. **Executive Session:** The Commissioners Court will enter into executive session as permitted under the Texas Open Meetings Act, Texas Government Code, Chapter 551, Section 551.071, Consultation with Attorney: rendering legal advice on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act relating to financial activities in the Galveston County Local Emergency Planning Committee.

d. **Reconvene Into Regularly Scheduled Meeting.**

e. Consideration of ordering the Galveston County Local Emergency Planning Committee (GCLEPC) to submit a list of current members to the Commissioners Court for review.

f. Consideration of structure, corporate identity (if any) and potential restructuring of the Galveston County Local Emergency Planning Committee.

g. Consideration of acceptance of donations, transfer, or disposition of funds from the Galveston County Local Emergency Planning Committee.

h. Consideration of authorizing sponsorship and/or co-hosting hurricane townhall meetings with the National Weather Service and funding related to such events.

i. Discussion regarding implementation process in the Severe Repetitive Loss (SRL) Elevation Program including clarification regarding services to be sought in the new request for qualifications, and consideration of authorizing submission of restructured program to the Texas Water Development Board for its review.

41. **Emergency Management**

a. Consideration of contract with Greater Metropolitan Safety Council for provision of Community Preparedness Program Administration Services and authorization for County Judge to execute same.

42. **Facilities**

a. Consideration of Authorizing Purchasing Agent to advertise for bid for Juvenile

Justice Center exterior painting.

43. **Information Technology**

a. Consideration for Approval to Advertise for Desktop Refresh RFP.

44. **Professional Services**

a. Consideration of acceptance of the Galveston County Gang Surveillance and Arrest Initiative Grant from the Office of the Governor as submitted by the Grants Manager.

b. Consideration of renewing consulting services contract with Coastal Strategies Group, LLC (John Lee) for continued assistance on coastal projects in Galveston County.

c. Consideration and possibly approve where to add the Coastal Impact Assistance Program (CIAP) grant funds from the Emergency Placement Beach/Dune System Restoration at West Galveston Island Project that was cancelled by the GLO.

d. Consideration of Budget Amendments:

1. 13-043-0625-A
Sheriff Administration - Request to transfer budget to Auto Maintenance through the end of the fiscal year 2013.

2. 13-044-0625-B
Community Services - Request to budget donation from Reliant Energy and fund the Summer Relief Program.

3. 13-045-0625-C
Tax Assessor - Collector - Request to transfer budget to Contract Service for additional re-districting expenditures.

4. 13-046-0625-D
Parks Department - Request to transfer budget to Supplies and Materials and Contract Service for additional beach stickers and port-o-let service.

5. 13-047-0625-E
Information Technology - Request to transfer budget to Information Technology - Desktop Refresh to initiate project.

6. 13-048-0625-F
Constable Precinct #7 - Request to change Title and Job Description of Position #5 with a net zero impact on fiscal year 2013.

7. 13-049-0625- G
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.

8. 13-050-0625-H
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.

9. 13-051-0625-I
Justice Court Precinct #4- Request to transfer budget to Travel and Education to cover expenditures through the end of the FY2013.

45. **Purchasing**

a. Consideration of entering into Agreement with Contractor for Construction Services in Galveston County CDBG-DRS Round 2 Housing Assistance Program and authorizing County Judge to sign same for each of the contractors.

46. **Tax Assessor-Collector**

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

	Name	Account	Year	Amount
1.	Patricia Porter	5872-0005-0003-000	2012	$879.15
2.	Deborah Teesdale	4214-0000-0112-000	2012	$479.91
3.	Russell Carroll	3831-0003-0018-000	2012	$102.15
4.	Rebecca Dunn	5911-0003-0002-000	2012	$61.34
5.	Joseph Edmonds	6233-0000-0007-000	2012	$1,316.52
		6868-0001-0004-000	2012	$143.03
		6868-0000-0001-004	2012	$13.33
6.	Rodney Kozlek	0208-0055-0000-000	2012	$212.95
7.	Ben Svoboda	0011-0050-0000-000	2010	$224.67
		0011-0050-0000-000	2011	$93.30
8.	Robert Reynolds	8500-0001-6631-0001	2008	$398.71

9.	Jennifer Gorski	6672-0000-0031-000	2012	$534.99
10.	Gildario Lopez	3505-0217-0011-002	2011	$298.98
		3505-0217-0011-002	2010	$405.09
11.	David Frank	7206-0000-0485-009	2003	$332.78(W)
			2004	$319.03(W)
			2005	$306.75(W)
			2006	$153.98(W)
			2007	$185.04(R)
			2008	$158.68(R)
			2009	$141.65(R)
			2010	$115.27(R)
			2011	$80.04(R)
12.	Sarah Vonau	5076-0010-0058-000	2012	$125.26
13.	Shelli Gregory	6691-0003-0001-000	2012	$ 197.20
14.	Helen Green	8300-2655-0113-010	2012	$ 82.84
15.	Sarah Poteet	6375-0000-0659-000	2012	$206.70

b. Consideration of approval of additional $1,500.00 contract expense in addition to $9,800.00 with AIMS approved on May 28, 2013.

Break into Workshop.

WORKSHOP AGENDA

1 Discuss and review Sheriff Patrol Division Staffing and Coverage.

2 Review and discuss the purchase of utility vehicle for the Bolivar Beach sticker program using Beach sticker funds.

3 Discuss scope and sequence of CDBG Round 1 project for Bolivar Peninsula wastewater treatment system project.

4 Discuss CDBG, FEMA, and CIAP grant programs.

Reconvene into Regularly Scheduled Meeting.

47. **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.

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.

ORDER

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

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

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

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly **Workers' Compensation Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending **May 31, 2013** the gross amount of such payment being **$49,015.24**.

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

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Jeff Modzelewski, CPA
First Assistant in Charge

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
May 31, 2013

BALANCES PER THE BANK				
	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 45,372.73	$ 49,026.09	$ 73,525.66	$ 20,873.16
DEPOSITS IN TRANSIT				
PRIOR MONTH				
-	-		-	-
CURRENT MONTH				
-		-		-
OUTSTANDING CHECKS				
PRIOR MONTH				
45,361.45	(45,361.45)		(45,361.45)	-
CURRENT MONTH				
20,851.03			20,851.03	(20,851.03)
Bank Adjustments:				
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	$ 11.28	$ 49,026.09	$ 49,015.24	$ 22.13

BALANCES PER THE IFAS				
	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 11.28	$ 49,026.09	$ 49,015.24	$ 22.13
Book Adjustments:				
				-
				-
				-
				-
ADJUSTED BALANCES PER THE BOOKS	$ 11.28	$ 49,026.09	$ 49,015.24	$ 22.13

PROSPERITY BANK®

713 2 AB 0.384
GALVESTON COUNTY
WORKER'S COMP ACCOUNT - LITTLETON
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

Statement Date 5/31/2013
Account No 7432241

1

STATEMENT SUMMARY

Public Fund Contractual Ckg w Int Account No 7432241

05/01/2013	Beginning Balance				$45,372.73
	13 Deposits/Other Credits			+	$49,026.09
	72 Checks/Other Debits			-	$73,525.66
05/31/2013	Ending Balance	31	Days in Statement Period		$20,873.16
	Total Enclosures				72

DEPOSITS/OTHER CREDITS

Date	Description	Amount
05/07/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 1903	$315.23
05/07/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 1904	$341.45
05/08/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1905-1915	$17,917.15
05/13/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1916-1917	$1,070.57
05/13/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1918-1919	$816.45
05/15/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1920-1940	$8,426.00
05/17/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1941-1943	$1,892.90
05/20/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1944-1948	$1,157.45
05/23/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1949-1954	$3,201.60
05/28/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 1955-2000	$7,277.73
05/29/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2001-2009	$6,221.04
05/31/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2010	$377.67
05/31/2013	Accr Earning Pymt Added to Account	$10.85

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
1864	05/01	$30,889.96	1895*	05/03	$50.00	1911	05/13	$98.54
1870*	05/06	$505.00	1896	05/03	$231.46	1912	05/13	$115.44
1872*	05/02	$327.34	1897	05/03	$932.45	1913	05/13	$217.10
1874*	05/06	$161.45	1898	05/01	$257.52	1914	05/13	$251.44
1875	05/06	$161.45	1899	05/01	$366.31	1915	05/20	$231.46
1878*	05/01	$619.53	1900	05/01	$484.32	1916	05/16	$315.23
1879	05/03	$115.00	1902*	05/03	$341.45	1918*	05/20	$341.45
1880	05/03	$228.45	1903	05/08	$315.23	1919	05/21	$475.00
1881	05/03	$357.15	1904	05/13	$341.45	1920	05/21	$454.68
1882	05/08	$118.65	1905	05/14	$15,552.42	1921	05/21	$756.48
1883	05/08	$584.25	1906	05/17	$429.56	1922	05/21	$829.26
1884	05/06	$2,400.00	1907	05/23	$66.88	1923	05/24	$83.00
1885	05/01	$153.03	1908	05/14	$918.80	1924	05/28	$505.00
1886	05/09	$133.65	1909	05/13	$5.00	1925	05/21	$45.50
1887	05/09	$360.00	1910	05/13	$30.51	1926	05/28	$133.52

9001

105131 : 00071301

PROSPERITY BANK®

GALVESTON COUNTY

Statement Date 5/31/2013
Account No 7432241

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
1927	05/28	$133.52	1936	05/28	$697.34	1947	05/24	$72.00
1928	05/28	$252.04	1937	05/28	$847.31	1948	05/24	$72.00
1929	05/28	$267.04	1938	05/21	$13.89	1949	05/28	$90.06
1930	05/28	$267.04	1939	05/23	$1,066.57	1950	05/31	$2,869.05
1931	05/28	$324.61	1940	05/24	$172.86	1951	05/30	$13.89
1932	05/28	$337.36	1941	05/22	$315.23	1952	05/29	$11.54
1933	05/28	$401.71	1943*	05/28	$1,200.00	1953	05/28	$98.54
1934	05/28	$417.43	1944	05/24	$341.45	1954	05/28	$118.52
1935	05/28	$419.84	1946*	05/24	$72.00	1956*	05/31	$341.45

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
05/01	$12,602.06	05/13	$24,680.45	05/22	$15,477.84
05/02	$12,274.72	05/14	$8,209.23	05/23	$17,545.99
05/03	$10,018.76	05/15	$16,635.23	05/24	$16,732.68
05/06	$6,790.86	05/16	$16,320.00	05/28	$17,499.53
05/07	$7,447.54	05/17	$17,783.34	05/29	$23,709.03
05/08	$24,346.56	05/20	$18,367.88	05/30	$23,695.14
05/09	$23,852.91	05/21	$15,793.07	05/31	$20,873.16

EARNINGS SUMMARY

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

Interest Paid This Period	$10.85	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$39.73	Days in Earnings Period	31
		Earnings Balance	$17,032.45

9001

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013602

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

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013602 Prosperity-WORKERS COMP ACCT			Prior to 05/01/13			11.28
	05/07/13	JE00038728	WC CLAIMS #1903 EFT 14301	315.23		326.51
	05/07/13	JE00038728	WC CLAIMS #1903 EFT 14301		315.23	11.28
	05/07/13	JE00038729	WC CLAIMS #1904 EFT 14302	341.45		352.73
	05/07/13	JE00038729	WC CLAIMS #1904 EFT 14302		341.45	11.28
	05/08/13	??00038758	WC CLAIMS #1905-1915 EFT 14304	17,917.15		17,928.43
	05/08/13	??00038758	WC CLAIMS #1905-1915 EFT 14304		17,917.15	11.28
	05/13/13	JE00038783	WC CLAIMS #1916-17 EFT 14310	1,070.57		1,081.85
	05/13/13	JE00038783	WC CLAIMS #1916-17 EFT 14310		1,070.57	11.28
	05/13/13	JE00038785	WC CLAIMS #1918-1919 EFT 14309	816.45		827.73
	05/13/13	JE00038785	WC CLAIMS #1918-1919 EFT 14309		816.45	11.28
	05/15/13	JE00038800	WC CLAIMS 1920-1940 EFT 14324	8,426.00		8,437.28
	05/15/13	JE00038800	WC CLAIMS 1920-1940 EFT 14324		8,426.00	11.28
	05/17/13	JE00038809	WC CLAIMS 1941-1943 EFT 14329	1,892.90		1,904.18
	05/17/13	JE00038809	WC CLAIMS 1941-1943 EFT 14329		1,892.90	11.28
	05/20/13	JE00038838	WC CLAIMS 1944-1948 EFT 14333	1,157.45		1,168.73
	05/20/13	JE00038838	WC CLAIMS 1944-1948 EFT 14333		1,157.45	11.28
	05/23/13	JE00038850	WC CLAIMS 1949-1954 EFT 14335	3,201.60		3,212.88
	05/23/13	JE00038850	WC CLAIMS 1949-1954 EFT 14335		3,201.60	11.28
	05/28/13	JE00038852	WC CLAIMS 1955-2000 EFT 14338	7,277.73		7,289.01
	05/28/13	JE00038852	WC CLAIMS 1955-2000 EFT 14338		7,277.73	11.28
	05/29/13	JE00038854	WC CLAIMS 2001-2009 EFT 14345	6,221.04		6,232.32
	05/29/13	JE00038854	WC CLAIMS 2001-2009 EFT 14345		6,221.04	11.28
	05/29/13	JE00038865	WC CLAIMS #2010 EFT 14357	377.67		388.95
	05/29/13	JE00038865	WC CLAIMS #2010 EFT 14357		377.67	11.28
	05/31/13	140080	714201 05/13 INT Prosp Littlet	10.85		22.13
		DR	* Object Total *	49,026.09*	49,015.24*	22.13*
		DR-CR	** Fnd C Ct Total **	49,026.09*	49,015.24*	22.13*

WC Prosperity

	Issued Prior to Begin Date	Issued Within Date Range	Grand Total
Outstanding	5,583.03	15,268.00	20,851.03
Reversed	0.00	0.00	0.00
Canceled	39,778.42	33,747.24	73,525.66
Stop Payment	0.00	0.00	0.00
Reverse Stop	0.00	0.00	0.00
Stale Dated	0.00	0.00	0.00
Escheated	0.00	0.00	0.00
EFT Debits		0.00	
Deposits		49,015.24	
Interest		10.85	
Fees		0.00	
Adjustments		0.00	

Export Done

AGENDA ITEM #1.e.

ORDER

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

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

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

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly **Health Insurance Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by Boon Chapman for the month ending **MAY 31, 2013** the gross amount of such payment being **$881,753.46.**

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

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Jeff Modzelewski, CPA
First Assistant in Charge

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - PROSPERITY BANK 7432671
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013603)
May 31, 2013

BALANCES PER THE BANK	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 4.87	$ 881,758.56	$ 881,753.46	$ 9.97
DEPOSITS IN TRANSIT				
PRIOR MONTH	-			-
CURRENT MONTH		-		-
OUTSTANDING CHECKS				
PRIOR MONTH	-	-	-	-
CURRENT MONTH	-		-	-
ADJUSTMENTS				
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	**$ 4.87**	**$ 881,758.56**	**$ 881,753.46**	**$ 9.97**

BALANCES PER THE IFAS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 4.87	$ 881,758.56	$ 881,753.46	$ 9.97
ADJUSTMENTS:				
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	**$ 4.87**	**$ 881,758.56**	**$ 881,753.46**	**$ 9.97**

PROSPERITY BANK®

Statement Date 5/31/2013
Account No 7432671

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

7275

1

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

05/01/2013	Beginning Balance				$4.87
	6 Deposits/Other Credits			+	$881,758.56
	5 Checks/Other Debits			-	$881,753.46
05/31/2013	Ending Balance	31	Days in Statement Period		$9.97

DEPOSITS/OTHER CREDITS

Date	Description	Amount
05/01/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 8828-9043	$139,974.16
05/08/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 9044-9248	$275,262.92
05/15/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 9249-9483	$108,206.41
05/23/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 9484-9675	$154,439.17
05/29/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 9676-9830	$203,870.80
05/31/2013	Accr Earning Pymt Added to Account	$5.10

OTHER DEBITS

Date	Description	Amount
05/02/2013	Wire Transfer WIRE OUT Boon Chapman	$139,974.16
05/08/2013	Wire Transfer WIRE OUT Boon Chapman	$275,262.92
05/16/2013	Wire Transfer WIRE OUT Boon Chapman	$108,206.41
05/23/2013	Wire Transfer WIRE OUT Boon Chapman	$154,439.17
05/29/2013	Wire Transfer WIRE OUT Boon Chapman	$203,870.80

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
05/01	$139,979.03	05/15	$108,211.28	05/29	$4.87
05/02	$4.87	05/16	$4.87	05/31	$9.97
05/08	$4.87	05/23	$4.87		

EARNINGS SUMMARY

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

Interest Paid This Period	$5.10	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$16.70	Days in Earnings Period	31
		Earnings Balance	$8,010.69

9001

102051 : 00272501

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013603

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

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013603 Prosperity-Boon Chapman Health			Prior to 05/01/13			4.87
	05/02/13	JE00038708	BC CLAIMS 8828-9043 EFT 14291	139,974.16		139,979.03
	05/02/13	JE00038708	BC CLAIMS 8828-9043 EFT 14291		139,974.16	4.87
	05/08/13	JE00038757	BC CLAIMS 9044-9248 EFT 14305	275,262.92		275,267.79
	05/08/13	JE00038757	BC CLAIMS 9044-9248 EFT 14305		275,262.92	4.87
	05/15/13	JE00038799	BC CLAIMS 9249-9483 EFT 14325	108,206.41		108,211.28
	05/15/13	JE00038799	BC CLAIMS 9249-9483 EFT 14325		108,206.41	4.87
	05/23/13	JE00038855	BC CLAIMS 9484-9675 EFT 14336	154,439.17		154,444.04
	05/23/13	JE00038855	BC CLAIMS 9484-9675 EFT 14336		154,439.17	4.87
	05/29/13	JE00038857	BC CLAIMS 9676-9830 EFT 14344	203,870.80		203,875.67
	05/29/13	JE00038857	BC CLAIMS 9676-9830 EFT 14344		203,870.80	4.87
	05/31/13	140082	714201 05/13 INT Prosperity BC	5.10		9.97
		DR	* Object Total *	881,758.56*	881,753.46*	9.97*
		DR-CR	** Fnd C Ct Total **	881,758.56*	881,753.46*	9.97*

AGENDA ITEM #1.f.

GALVESTON COUNTY, TEXAS

CONDENSED CONDITION OF FUNDS STATEMENT
AT March 31, 2013 (in 000's)

	Annually-Budgeted Funds		All Other
	General Fund	Other Funds	Funds
Assets and Other Debits			
Cash and Equivalents	$ 90,987	$ 44,937	$ 55,353
Investments	-	-	8,125
Receivables, Net	14,933	5,034	15,509
Capital Assets	-	-	465,393
Other Assets	198	835	1,052
Other Debits	-	-	328,968
Total Assets and Other Debits	$ 106,118	$ 50,806	$ 874,400
Liabilities, Equity and Other Credits			
Liabilities:			
Accounts and Other Payables	$ 2,723	$ 3,476	$ 4,266
Other Liabilities	10,024	2,789	4,085
Payable - Restricted Assets	295	36	19,829
Bonds and Long-Term Payables	-	-	328,968
Total Liabilities	13,042	6,301	357,148
Equity	93,076	44,505	51,859
Other Credits	-	-	465,393
Total Liabilities, Equity and Other Credits	$ 106,118	$ 50,806	$ 874,400

CONDENSED BUDGET STATEMENT
AT March 31, 2013 (in 000's)

	Annually-Budgeted Funds				All Other
	General Fund		Other Funds		Funds
	Budget	Actuals	Budget	Actuals	Actuals
Revenues and Sources	$ 117,152	$ 103,822	$ 70,425	$ 47,525	$ 8,964
Expenditures and Uses	136,148	53,937	96,057	43,081	19,569
Net	(18,996)	49,885	(25,632)	4,444	(10,605)
Equity & Other Credits, Beginning of Year	43,191	43,191	40,061	40,061	527,857
Residual Equity Transfers In	-	-	-	-	-
Residual Equity Transfers Out	-	-	-	-	-
Equity & Other Credits, End of Year	$ 24,195	$ 93,076	$ 14,429	$ 44,505	$ 517,252

Amounts are expressed in thousands of dollars.

This data is unaudited and is presented pursuant to Texas Local Government Code §114.023.

Galveston County Auditor, P.O. Box 1418, Galveston, Texas 77553-1418.

Detailed financial information is available on our Internet web site

http://www.co.galveston.tx.us/auditor/auditorsoffice/,

at the County Auditor's Office at 722 Moody, 4th Floor, Galveston, Texas, 77550.

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #12: May 23 - June 5, 2013

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	1.00						0							0						0
Facilities	19.0						0							0						0
Professional Services	6.0						0							0						0
Road District #1	5.0						0							0						0
County Judge	4.0						0							0						0
County Commissioners	8.0						0							0						0
Tax Office	51.5		1				1							0						0
County Auditor	33.0						0							0						0
County Clerk	43.0						0							0	1	1				2
County Clerk Records Mgmt	2.0						0							0						0
County Clerk Records Archives	6.0						0							0						0
County Clerk Elections	5.0						0							0						0
Purchasing Agent	8.0						0							0						0
County Treasurer	7.0						0							0						0
Veterans Service	3.0						0							0						0
Human Resources	5.0						0							0						0
County Legal	6.0						0							0						0
Justice Administration	6.0						0							0						0
District Courts	19.0						0							0						0
County Courts	9.0						0							0		1				1
County Probate Court	6.0	1					1							0			1			1
Justice Courts	44.0						0							0						0
District Clerk	50.0						0							0						0
District Attorney/Jury & Trial	75.0	2					2	1		3				4	3					3
Pre-Trial Release	7.0						0							0	1					1
Sheriff	516.0	1		3			4	4						4	5		1			6
Constables	46.0						0							0						0
Social Services	12.0						0							0						0
Child Welfare	1.0						0							0						0
Emergency Management	6.0						0							0						0
Extension Services	9.0						0							0						0
County Engineer	7.0						0							0						0
Building Inspector	2.0						0							0						0
Community Services	3.0						0							0						0
Information Technology	49.0						0	1						1						0
County Parks and Senior Services	68.0	2					2							0	1					1
Museum	2.0						0							0						0
Road & Bridge/Drainage/Beach	72.0						0							0						0
County Health District	1.0						0							0						0
Law Library	1.0						0							0						0
Juvenile Probation	68.0						0							0						0
Mosquito Control	13.0						0			1				1						0
Right of Way	1.0						0							0						0
Seawall Maintenance	6.0						0							0						0
Housing & Economic Dev	6.0						0							0						0
Adult Probation	45.0	1					1							0						0
Grand Total	1362.5	6	1	3	0	0	11	6	0	4	0	0	0	10	11	2	2	0	0	15
Job Applications Received	136																			

Revised 10/2012

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 5/23/2013 thru 6/5/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	HERNANDEZ, BRANDON H	FTBE	30 SENIOR COURT CLERK-PROBATE		5/24/2013	12A1	$30,967	1,191.07 B	TERMINATION
114000	County Clerk	MEDINA, VALERIE M	FTBE	18 SR COURT CLERK		5/28/2013	14A1	$34,182	1,314.72 B	TERMINATION
114030	Election Expense	VARELA, NOELIA	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	VAUGHAN, DANA L	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	VELDHUIZEN, AUDREY	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	VON DRAN, SARAH J	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WADDELL JR, MATHIS T	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WALKER-CUTRIGHT,	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WALLACE, MARTHA J	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WANNER, PEGGY L	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WARNCKE, JOAN H	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WARREN, KAY R	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WEST, EULA M	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WHEELOCK, DWELLA M	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WILCOX, MARY ANN	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WILLIAMS, TYRONE E	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WILLIAMS, WILLIE B	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WILSON DODDS,	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WINBURNE, JERRY D	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WINWOOD, ALBERT W	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WISNER, EVA	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WOOTEN, HEATHER G	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WUTHRICH, ELEANORE A	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	WYLIE, ALBA T	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	YANAS, LAVINIA I	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	YORK, CYNTHIA L	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	YOUNG, IRENE M	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	YOUNG, MARLENE E	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
114030	Election Expense	ZACHARY, NORYS S	PTEL	500 ELECTION WORKER-TEMP		5/23/2013	0000	$10,400	10.00 H	TERMINATION
122300	Probate Court - Sullivan	MCGUIRE, DONNA	FTBE	3 COURT REPORTER-PROBATE		5/31/2013	0000	$68,809	2,646.51 B	TERMINATION

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

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 5/23/2013 thru 6/5/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
122300	Probate Court - Sullivan	PARTAIN, JOHN P	FTBE	3 COURT REPORTER-PROBATE	6/3/2013		0000	$68,809	2,646.51 B	APPOINTMENT
122400	County Court #3 - Dupuy	DUPUY, CHRISTOPHER M	ELEC	1 JUDGE-COUNTY COURT 3		5/23/2013	0000	$140,000	5,384.62 B	SUSPEN W/O PAY
127100	District Attorney	BUSS, ROBERT G	FTBE	19 SENIOR ASST DIST ATTORNEY	6/3/2013		23C1	$64,957	2,498.36 B	PROMOTION
127100	District Attorney	CUCHENS, ELIZABETH A	FTBE	89 SENIOR ASST DIST ATTORNEY	6/3/2013		23E1	$68,245	2,624.84 B	REASSIGNMENT
127100	District Attorney	FRANK, JOSEPH C	FTBE	23 SENIOR ASST DIST ATTORNEY	6/3/2013		22C1	$58,848	2,263.39 B	REASSIGNMENT
127100	District Attorney	HENDERSON, TANIYA A	FTBE	75 SENIOR ASST DIST ATTORNEY	6/3/2013		22C1	$58,848	2,263.39 B	REASSIGNMENT
127100	District Attorney	KELLEY, ANDREA J	FTBE	20 ASSISTANT DISTRICT ATTORNEY	6/3/2013		22E1	$61,827	2,377.97 B	APPOINTMENT
127100	District Attorney	LAZARINE, DANIEL E	FTBE	23 SENIOR ASST DIST ATTORNEY		5/30/2013	22C1	$58,848	2,263.39 B	TERMINATION
127100	District Attorney	LOVE, PAUL B	FTBE	87 SENIOR ASST DIST ATTORNEY	6/3/2013		23E1	$68,245	2,624.84 B	APPOINTMENT
127100	District Attorney	MACLEOD, RYAN S	FTBE	26 SENIOR ASST DIST ATTORNEY		5/31/2013	23C1	$7,544	290.18 B	TERMINATION
127100	District Attorney	SIMS, BRANDON S	FTBE	26 SENIOR ASST DIST ATTORNEY		5/23/2013	22B1	$57,412	2,208.18 B	TERMINATION
128100	Pre-Trial Release	BURNS, ANNA M	FTBE	7 ADMINISTRATIVE COODINATOR		6/5/2013	18A1	$41,648	1,601.86 B	TERMINATION
151500	Tax Assessor/Collector	POUPART, TAMMIE J	PTBH	69 CUSTOMER SERVICE REP	5/28/2013		09A1	$13,353	12.84 H	APPOINTMENT
159100	Information Technology	WILKS, ANGELA D	FTBE	31 DATABSE ADMINISTRATOR	6/5/2013		21C1	$53,313	2,050.52 B	PROMOTION
211133	Corrections-Sheriff	BERG, RONALD P	FTBE	112 DEPUTY V	5/26/2013		17J1	$49,506	1,904.11 B	CAREER LADDER
211133	Corrections-Sheriff	JOSEPH, OLGA R	FTBE	42 DEPUTY III	6/4/2013		15H1	$42,689	1,641.91 B	CAREER LADDER
211133	Corrections-Sheriff	KIRKLAND, AARON R	FTBE	283 DEPUTY I		5/29/2013	13D1	$35,037	1,347.59 B	TERMINATION
211133	Corrections-Sheriff	LANGLEY SR, CHARLES L	FTBE	23 SERGEANT-CORRECTIONS		5/30/2013	18J1	$52,013	2,000.51 B	TERMINATION
211133	Corrections-Sheriff	OWENS SR, PIERRE D	FTBE	286 DEPUTY V		5/31/2013	17J1	$49,506	1,904.11 B	TERMINATION
211133	Corrections-Sheriff	ROUGEAU, ANGELA L	FTBE	63 DEPUTY I		5/29/2013	13D1	$35,037	1,347.59 B	TERMINATION
211133	Corrections-Sheriff	SILVAS, LUIS	FTBE	291 DEPUTY II		5/31/2013	14G1	$39,641	1,524.68 B	TERMINATION
211143	Patrol Division	ALCALA, DAVID M	FTBE	104 DEPUTY V	5/23/2013		17J1	$49,506	1,904.11 B	CAREER LADDER
211143	Patrol Division	BLAKEMAN JR, JEFFREY S	PTNS	110 DEPUTY, PART-TIME	5/27/2013		0000	$1,525	58.67 B	APPOINTMENT
211143	Patrol Division	CANELL, KENNETH P	PTNS	40 DEPUTY, PART-TIME		6/4/2013	0000	$1,525	58.67 B	TERMINATION
211143	Patrol Division	GARCIA, RALPH L	PTNS	109 DEPUTY, PART-TIME	5/27/2013		0000	$1,525	58.67 B	APPOINTMENT
211143	Patrol Division	WALLACE, NICOLAS L	PTNS	111 DEPUTY, PART-TIME	5/27/2013		0000	$1,525	58.67 B	APPOINTMENT

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

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 5/23/2013 thru 6/5/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211171	Communications-Sheriff	DUTTON, JAMES A	FTBE	4 DEPUTY IV	5/23/2013		16H1	$44,850	1,725.03 B	CAREER LADDER
211171	Communications-Sheriff	MORGAN, JORDAN W	FTBE	5 ENTRY LEVEL	5/30/2013		12D1	$33,349	1,282.66 B	APPOINTMENT
255101	Adult Probation	FOWLER, BRITTNEY M	FTBE	9 PROBATION OFFICER	6/3/2013		0000	$33,499	1,288.46 B	APPOINTMENT
411100	Mosquito Control District	ORTIZ, MICHAEL	FTBE	7 SPRAY OPERATOR	5/30/2013		10A1	$28,055	1,079.05 B	REASSIGNMENT
522020	Parks Division	BRANNAN, KYLE R	FTBE	100 PARKS MAINTENANCE WORKER	6/3/2013		08A1	$25,416	977.57 B	APPOINTMENT
522020	Parks Division	SMITH, ANTHONY D	FTBE	39 PARKS MAINTENANCE WORKER	5/23/2013		08A1	$25,416	977.57 B	APPOINTMENT
522020	Parks Division	STONUM, WILLIAM A	FTBE	26 PARKS MAINTENANCE WORKER		5/28/2013	08A1	$25,416	977.57 B	TERMINATION

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

AGENDA ITEM #3.

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
MAY 31 2013
GALVESTON COUNTY JUDGE

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

May 28, 2013

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

County: **Galveston**

Honorable Judge Henry:

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

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

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2008 1/2 36TH N AVE	TEXAS CITY TX 77590	21-MAY-2013	584821
2515 1/2 19TH STN	TEXAS CITY TX 77590	21-MAY-2013	584824
8315 1/2 EMMETT F LOWRY	TEXAS CITY TX 77591	21-MAY-2013	584826
302 1/2 VAUTHIER	TEXAS CITY TX 77591	21-MAY-2013	584827
1001 1/2 29TH STN	TEXAS CITY TX 77590	21-MAY-2013	584829
2000 29TH STN	TEXAS CITY TX 77590	21-MAY-2013	584830
4001 25TH STN	TEXAS CITY TX 77590	21-MAY-2013	584831
2500 1/2 9TH STN	TEXAS CITY TX 77590	21-MAY-2013	584820
1907 1/2 9TH STN	TEXAS CITY TX 77590	21-MAY-2013	584818
1301 1/2 16TH STN	TEXAS CITY TX 77590	21-MAY-2013	584816
2111 1/2 16TH STN	TEXAS CITY TX 77590	21-MAY-2013	584815
3602 1/2 25TH STN	TEXAS CITY TX 77590	21-MAY-2013	584814
2510 AVE C	DICKINSON TX 77539	23-MAY-2013	584845
1800 9TH AVN BLDG MAIN	TEXAS CITY TX 77590	23-MAY-2013	584846
7605 TOPAZ WAY	TEXAS CITY TX 77591	23-MAY-2013	584842
7617 TOPAZ WAY	TEXAS CITY TX 77591	23-MAY-2013	584843
2810 AVENUE D	DICKINSON TX 77539	23-MAY-2013	584844
8706 SHILOH	TEXAS CITY TX 77591	22-MAY-2013	584837
1650 LUNDY LN	FRIENDSWOOD TX 77546	21-MAY-2013	584825
S 2240 GULF FWY UNIT B	LEAGUE CITY TX 77573	21-MAY-2013	584823
S 2240 GULF FWY UNIT A	LEAGUE CITY TX 77573	21-MAY-2013	584822
2205 ONYX CT	TEXAS CITY TX 77591	24-MAY-2013	584849

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
JUN 05 2013
GALVESTON COUNTY JUDGE

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

June 3, 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,

Stacy R. Whitehurst

Encl.

SRW/ls

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
W 1101 FM 517 APT 7105	LEAGUE CITY TX 77573	30-MAY-2013	584916
W 1101 FM 517 APT 7205	LEAGUE CITY TX 77573	30-MAY-2013	584917
W 1101 FM 517 APT 7305	LEAGUE CITY TX 77573	30-MAY-2013	584918
W 1101 FM 517 APT 7106	LEAGUE CITY TX 77573	30-MAY-2013	584919
W 1101 FM 517 APT 7206	LEAGUE CITY TX 77573	30-MAY-2013	584920
W 1101 FM 517 APT 7306	LEAGUE CITY TX 77573	30-MAY-2013	584921
W 1101 FM 517 APT 7107	LEAGUE CITY TX 77573	30-MAY-2013	584922
W 1101 FM 517 APT 7207	LEAGUE CITY TX 77573	30-MAY-2013	584923
W 1101 FM 517 APT 7307	LEAGUE CITY TX 77573	30-MAY-2013	584924
W 1101 FM 517 APT 7108	LEAGUE CITY TX 77573	30-MAY-2013	584925
W 1101 FM 517 APT 7208	LEAGUE CITY TX 77573	30-MAY-2013	584926
W 1101 FM 517 APT 7308	LEAGUE CITY TX 77573	30-MAY-2013	584927
W 1101 FM 517 APT 1101	LEAGUE CITY TX 77573	31-MAY-2013	584934
W 1101 FM 517 APT 1201	LEAGUE CITY TX 77573	31-MAY-2013	584935
W 1101 FM 517 APT 1301	LEAGUE CITY TX 77573	31-MAY-2013	584936
W 1101 FM 517 APT 1102	LEAGUE CITY TX 77573	31-MAY-2013	584937
W 1101 FM 517 APT 1202	LEAGUE CITY TX 77573	31-MAY-2013	584938
W 1101 FM 517 APT 1302	LEAGUE CITY TX 77573	31-MAY-2013	584939
W 1101 FM 517 APT 1103	LEAGUE CITY TX 77573	31-MAY-2013	584940
W 1101 FM 517 APT 1203	LEAGUE CITY TX 77573	31-MAY-2013	584941
W 1101 FM 517 APT 1303	LEAGUE CITY TX 77573	31-MAY-2013	584942
W 1101 FM 517 APT 1204	LEAGUE CITY TX 77573	31-MAY-2013	584943
W 1101 FM 517 APT 1304	LEAGUE CITY TX 77573	31-MAY-2013	584944
W 1101 FM 517 APT 1105	LEAGUE CITY TX 77573	31-MAY-2013	584945
W 1101 FM 517 APT 1205	LEAGUE CITY TX 77573	31-MAY-2013	584946
W 1101 FM 517 APT 1305	LEAGUE CITY TX 77573	31-MAY-2013	584947
W 1101 FM 517 APT 1106	LEAGUE CITY TX 77573	31-MAY-2013	584948
W 1101 FM 517 APT 1206	LEAGUE CITY TX 77573	31-MAY-2013	584949

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
W 1101 FM 517 APT 2201	LEAGUE CITY TX 77573	31-MAY-2013	584978
W 1101 FM 517 APT 2301	LEAGUE CITY TX 77573	31-MAY-2013	584979
W 1101 FM 517 APT 2103	LEAGUE CITY TX 77573	31-MAY-2013	584980
W 1101 FM 517 APT 2203	LEAGUE CITY TX 77573	31-MAY-2013	584981
W 1101 FM 517 APT 2303	LEAGUE CITY TX 77573	31-MAY-2013	584982
W 1101 FM 517 APT 2104	LEAGUE CITY TX 77573	31-MAY-2013	584983
W 1101 FM 517 APT 2204	LEAGUE CITY TX 77573	31-MAY-2013	584984
W 1101 FM 517 APT 2304	LEAGUE CITY TX 77573	31-MAY-2013	584985
W 1101 FM 517 APT 2105	LEAGUE CITY TX 77573	31-MAY-2013	584986
W 1101 FM 517 APT 2205	LEAGUE CITY TX 77573	31-MAY-2013	584987
W 1101 FM 517 APT 2305	LEAGUE CITY TX 77573	31-MAY-2013	584988
W 1101 FM 517 APT 2106	LEAGUE CITY TX 77573	31-MAY-2013	584989
W 1101 FM 517 APT 2206	LEAGUE CITY TX 77573	31-MAY-2013	584990
W 1101 FM 517 APT 2306	LEAGUE CITY TX 77573	31-MAY-2013	584991
W 1101 FM 517 APT 2107	LEAGUE CITY TX 77573	31-MAY-2013	584992
W 1101 FM 517 APT 2207	LEAGUE CITY TX 77573	31-MAY-2013	584993
W 1101 FM 517 APT 2307	LEAGUE CITY TX 77573	31-MAY-2013	584994
W 1101 FM 517 APT 2108	LEAGUE CITY TX 77573	31-MAY-2013	584995
W 1101 FM 517 APT 2208	LEAGUE CITY TX 77573	31-MAY-2013	584996
W 1107 FM 517 APT 6101	LEAGUE CITY TX 77573	30-MAY-2013	584880
W 1107 FM 517 APT 6201	LEAGUE CITY TX 77573	30-MAY-2013	584881
W 1101 FM 517 APT 6301	LEAGUE CITY TX 77573	30-MAY-2013	584882
W 1107 FM 517 APT 6102	LEAGUE CITY TX 77573	30-MAY-2013	584883
W 1107 FM 517 APT 6202	LEAGUE CITY TX 77573	30-MAY-2013	584884
W 1101 FM 517 APT 2308	LEAGUE CITY TX 77573	31-MAY-2013	584998
W 1101 FM 517 APT 6302	LEAGUE CITY TX 77573	30-MAY-2013	584885
W 1101 FM 517 APT 6103	LEAGUE CITY TX 77573	30-MAY-2013	584886
W 1101 FM 517 APT 6203	LEAGUE CITY TX 77573	30-MAY-2013	584887

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
2300 1/2 FAIRWOOD RD	LA MARQUE TX 77568	29-MAY-2013	584866
1602 1/2 BAYOU RD	LA MARQUE TX 77568	29-MAY-2013	584868
1826 1/2 HOWELL	LA MARQUE TX 77568	29-MAY-2013	584869
128 1/2 NEWMAN RD	LA MARQUE TX 77568	29-MAY-2013	584871
W 1101 FM 517 APT 7304	LEAGUE CITY TX 77573	30-MAY-2013	584915

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
JUN 13 2013
GALVESTON COUNTY JUDGE

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

June 10, 2013

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

County: **Galveston**

Honorable Judge Henry:

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

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

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
W 1101 FM 517 APT 5104	LEAGUE CITY TX 77573	03-JUN-2013	585059
W 1101 FM 517 APT 5204	LEAGUE CITY TX 77573	03-JUN-2013	585060
W 1101 FM 517 APT 5304	LEAGUE CITY TX 77573	03-JUN-2013	585061
W 1101 FM 517 APT 5105	LEAGUE CITY TX 77573	03-JUN-2013	585062
W 1101 FM 517 APT 5205	LEAGUE CITY TX 77573	03-JUN-2013	585063
W 1101 FM 517 APT 5305	LEAGUE CITY TX 77573	03-JUN-2013	585064
W 1101 FM 517 APT 5106	LEAGUE CITY TX 77573	03-JUN-2013	585065
W 1101 FM 517 APT 5206	LEAGUE CITY TX 77573	03-JUN-2013	585066
W 1101 FM 517 APT 5306	LEAGUE CITY TX 77573	03-JUN-2013	585067
W 1101 FM 517 APT 5107	LEAGUE CITY TX 77573	03-JUN-2013	585068
W 1101 FM 517 APT 5207	LEAGUE CITY TX 77573	03-JUN-2013	585069
W 1101 FM 517 APT 5307	LEAGUE CITY TX 77573	03-JUN-2013	585070
W 1101 FM 517 APT 5108	LEAGUE CITY TX 77573	03-JUN-2013	585071
W 1101 FM 517 APT 5208	LEAGUE CITY TX 77573	03-JUN-2013	585072
W 1101 FM 517 APT 5308	LEAGUE CITY TX 77573	03-JUN-2013	585073
2412 OREGON ST	DICKINSON TX 77539	04-JUN-2013	585076
W 1101 FM 517 UNIT 1C HM	LEAGUE CITY TX 77573	05-JUN-2013	585106
813 1/2 CYPRESS	LA MARQUE TX 77568	06-JUN-2013	585110
711 PIENZA LN	LEAGUE CITY TX 77573	06-JUN-2013	585111
E 3383 FM 518 UNIT HM	LEAGUE CITY TX 77573	07-JUN-2013	585131
1805 EGRET BAY BLV UNIT TP 8	LEAGUE CITY TX 77573	07-JUN-2013	585132
W 1101 FM 517 UNIT 1A HM	LEAGUE CITY TX 77573	04-JUN-2013	585081
W 1101 FM 517 UNIT 1B HM	LEAGUE CITY TX 77573	04-JUN-2013	585082
W 1101 FM 517 UNIT 2 HM	LEAGUE CITY TX 77573	04-JUN-2013	585083
W 1101 FM 517 UNIT 3 HM	LEAGUE CITY TX 77573	04-JUN-2013	585084
W 1101 FM 517 UNIT 4 HM	LEAGUE CITY TX 77573	04-JUN-2013	585085
W 1101 FM 517 UNIT 5 HM	LEAGUE CITY TX 77573	04-JUN-2013	585086
W 1101 FM 517 APT 3101	LEAGUE CITY TX 77573	03-JUN-2013	585004

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
W 1101 FM 517 APT 4103	LEAGUE CITY TX 77573	03-JUN-2013	585033
W 1101 FM 517 APT 4203	LEAGUE CITY TX 77573	03-JUN-2013	585034
W 1101 FM 517 APT 4303	LEAGUE CITY TX 77573	03-JUN-2013	585035
W 1101 FM 517 APT 4104	LEAGUE CITY TX 77573	03-JUN-2013	585036
W 1101 FM 517 APT 4204	LEAGUE CITY TX 77573	03-JUN-2013	585037
W 1101 FM 517 APT 4304	LEAGUE CITY TX 77573	03-JUN-2013	585038
W 1101 FM 517 APT 4105	LEAGUE CITY TX 77573	03-JUN-2013	585039
W 1101 FM 517 APT 4205	LEAGUE CITY TX 77573	03-JUN-2013	585040
W 1101 FM 517 APT 4305	LEAGUE CITY TX 77573	03-JUN-2013	585041
W 1101 FM 517 APT 4106	LEAGUE CITY TX 77573	03-JUN-2013	585042
W 1101 FM 517 APT 4206	LEAGUE CITY TX 77573	03-JUN-2013	585043
W 1101 FM 517 APT 4306	LEAGUE CITY TX 77573	03-JUN-2013	585044
W 1101 FM 517 APT 4107	LEAGUE CITY TX 77573	03-JUN-2013	585045
W 1101 FM 517 APT 4207	LEAGUE CITY TX 77573	03-JUN-2013	585046
W 1101 FM 517 APT 4307	LEAGUE CITY TX 77573	03-JUN-2013	585047
W 1101 FM 517 APT 4108	LEAGUE CITY TX 77573	03-JUN-2013	585048
W 1101 FM 517 APT 4208	LEAGUE CITY TX 77573	03-JUN-2013	585049
W 1101 FM 517 APT 4308	LEAGUE CITY TX 77573	03-JUN-2013	585050
W 1101 FM 517 APT 5201	LEAGUE CITY TX 77573	03-JUN-2013	585051
W 1101 FM 517 APT 5301	LEAGUE CITY TX 77573	03-JUN-2013	585052
W 1101 FM 517 APT 5102	LEAGUE CITY TX 77573	03-JUN-2013	585053
W 1101 FM 517 APT 5202	LEAGUE CITY TX 77573	03-JUN-2013	585054
W 1101 FM 517 APT 5302	LEAGUE CITY TX 77573	03-JUN-2013	585055
W 1101 FM 517 APT 5103	LEAGUE CITY TX 77573	03-JUN-2013	585056
W 1101 FM 517 APT 5203	LEAGUE CITY TX 77573	03-JUN-2013	585057
W 1101 FM 517 APT 5303	LEAGUE CITY TX 77573	03-JUN-2013	585058

AGENDA ITEM #5.

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 6-3-13 DEPARTMENT REQUESTING EXEMPTION: Pre-trial

DATE JOB VACANT: 5-22-13 4PP END DATE: 7-18-13 DATE NEED FILLED: asap

JOB TITLE Senior Court Services Tech POSITION # 1281000005

JOB POSTED Y CANDIDATE SELECTED Y BELOW 75% N PROMOTION N

BUDGETED POSITION Y SALARY GRADE-STEP 12A SALARY $30,967 GRANT FUNDED N

CREATED POSITION N JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Provides technical & administrative Support for court operations.

JUSTIFICATION FOR EXEMPTION Works with Courts

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 6-25-13

APPROVED ____

DOCUMENT ATTACHED : AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Bonnie Quiroga

Senior Court Services Technician

Justice Administration

JOB SUMMARY

This position provides technical and administrative support for court operations.

ESSENTIAL JOB FUNCTIONS

- Generates and mails pre-trial court notices.
- Prints daily reports of delinquent cases and makes verbal contact with defendant or references for payment.
- Prints and mails collection demand letters.
- Interviews defendants for eligibility for payment agreements and, if approved, inputs payment schedules.
- Answers telephone and greets visitors; provides information and assistance; directs to appropriate personnel.
- Processes returned mail.
- Interviews defendants on misdemeanor jail docket and sets up payment agreements.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of county and district court policies and procedures.
- Knowledge of modern office practices and procedures.
- Knowledge of modern office equipment.
- Skill in the operation of computers and job related software programs.
- Skill in decision making and problem solving.
- Skill in dealing with the public.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Administrative Coordinator assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include court and county policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related technical and administrative duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to provide support for court operations. Success in this position contributes to the efficiency and effectiveness of court operations.

CONTACTS

- Contacts are typically with co-workers, bonding agents, law enforcement personnel, defendants, attorneys,

and members of the general public.
- Contacts are typically to provide services, to give or exchange information, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed sitting at a desk or table or while intermittently sitting, standing, stooping, bending, crouching or walking. The employee frequently lifts light and occasionally heavy objects.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

PAY GRADE AND FLSA STATUS

- Pay Grade: 12 FLSA Status: Non-exempt
- Date Created: _____ Approved by: _____
- Date Revised: _____ Approved by: _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

_____
Employee's Signature Print Name Date

I certify that I have read and understand this job description and that it is an accurate description of this employee's work.

_____
Supervisor's Signature Print Name Date

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418.

AGENDA ITEM #6.

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 6-17-13 DEPARTMENT REQUESTING EXEMPTION: Pre-trial Release

DATE JOB VACANT: 6-14-13 4PP END DATE: 8-15-13 DATE NEED FILLED: asap

JOB TITLE Pre-trial Release Investigator POSITION # 128100000C4

JOB POSTED Y CANDIDATE SELECTED N BELOW 75% N PROMOTION N PC -

BUDGETED POSITION Y SALARY GRADE-STEP 12A SALARY $ 30,968 GRANT FUNDED N

CREATED POSITION N JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Position responsible for participating in the release and monitoring of inmates released on bond.

JUSTIFICATION FOR EXEMPTION Caseload

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 6-25-13

APPROVED ____

DOCUMENT ATTACHED : AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? ✓

WHO WILL APPEAR Consent agenda

Pre-Trial Release Investigator

Justice Administration

JOB SUMMARY

This position is responsible for participating in the release and monitoring of inmates released on bond while awaiting trial.

ESSENTIAL JOB FUNCTIONS

- Investigates and interviews arrestees to determine if they qualify for pre-trial release.
- Reviews criminal histories.
- Interviews defendants.
- Investigates and prepares bond.
- Reviews all bonds posted by other investigators.
- Responds to queries regarding release through the pre-trial agency.
- Reviews, tracks and submits listings of all misdemeanor inmates who qualify for pretrial release but lack the ability to pay required fees.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of county and district court policies and procedures.
- Knowledge of pre-trial release program policies and procedures.
- Knowledge of modern office practices and procedures.
- Knowledge of modern office equipment.
- Skill in the operation of computers and job related software programs.
- Skill in decision making and problem solving.
- Skill in dealing with the public.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Pre-Trial Release Supervisor assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include the Pre-trial Board rules and regulations, county policies and procedures, and county human resource policies. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related investigative and administrative duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to participate in the release and monitoring of inmates on bond. Success in this position contributes to the efficiency and effectiveness of court operations.

CONTACTS

- Contacts are typically with co-workers, bonding agents, law enforcement personnel, defendants, attorneys, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed sitting at a desk or table or while intermittently sitting, standing, stooping, bending, crouching or walking. The employee frequently lifts light and occasionally heavy objects.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

PAY GRADE AND FLSA STATUS

- Pay Grade: 12 FLSA Status: Non-exempt
- Date Created: _____ Approved by: _____
- Date Revised: _____ Approved by: _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

_____

Employee's Signature Print Name Date

I certify that I have read and understand this job description and that it is an accurate description of this employee's work.

_____

Supervisor's Signature Print Name Date

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418.

AGENDA ITEM #7.

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 6-19-13 DEPARTMENT REQUESTING EXEMPTION: Road & Bridge

DATE JOB VACANT: 6-18-13 4PP END DATE: 8-15-13 DATE NEED FILLED: asap

JOB TITLE Seawall Maintenance Operator POSITION # 2961210009

JOB POSTED Y CANDIDATE SELECTED N BELOW 75% N PROMOTION N PC -

BUDGETED POSITION Y SALARY GRADE-STEP 10A SALARY $ 28,055 GRANT FUNDED N

CREATED POSITION N JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Position is responsible for the operation, repair & maintenance of flood control system.

JUSTIFICATION FOR EXEMPTION Position is classified as tier one during hurricane season.

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 6-25-13

APPROVED ____

DOCUMENT ATTACHED : AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Consent Agenda

Seawall Maintenance Operator
Road

JOB SUMMARY

This position is responsible for the operation, repair and maintenance of the seawall flood control system.

ESSENTIAL JOB FUNCTIONS

- Operates county pumping stations and floodgates.
- Operates closure structures inside petro-chemical facilities.
- Operates tractors, mowers, dump trucks, wrench truck and other equipment in the completion of department activities.
- Maintains and repairs assigned vehicles and equipment.
- Maintains and repairs generators, pumps, floodgates, levee entrance gates, poles and cable gates, and signs.
- Maintains department facilities and pumping stations, including painting, pitching, patching, welding and cleaning.
- Responds to after-hours emergencies.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the principles, terminology, practices and equipment employed in the operation and maintenance of flood control systems.
- Knowledge of related local and state laws, procedures and policies.
- Knowledge of building and grounds maintenance principles.
- Knowledge of electrical and mechanical repair and maintenance principles.
- Skill in the operation of assigned vehicles and equipment.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Seawall Maintenance Supervisor assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include county and department policies and procedures and other related local, state and federal regulations and guidelines. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related equipment maintenance and operation duties. Inclement weather conditions contribute to the complexity of the position.
- The purpose of this position is to participate in the operation and maintenance of the seawall flood control system. Success in this position contributes to the control of flood waters.

CONTACTS

- Contacts are typically with co-workers, other county personnel, contractors, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, walking, bending, crouching or stooping. The employee occasionally lifts light and heavy objects, climbs ladders, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed outdoors, occasionally in cold or inclement weather. The employee is exposed to noise, dust, dirt, grease, machinery with moving parts, and irritating chemicals. The work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or of having had a similar position for one to two years.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated.

PAY GRADE AND FLSA STATUS

- Pay Grade: 10 FLSA Status: Non-exempt
- Date Created: _____ Approved by: _____
- Date Revised: _____ Approved by: _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

_____

Employee's Signature Print Name Date

I certify that I have read and understand this job description and that it is an accurate description of this employee's work.

_____

Supervisor's Signature Print Name Date

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418.

AGENDA ITEM #8.

reliant
an NRG company

May 20, 2013

Galveston County Social Services
Attn: Connie Nicholson, Director of Community Services
123 25th Street – Suite 4127
Galveston, Texas 77550-1454

Re: Letter Agreement for Reliant Energy Retail Services, LLC CARE Program ("CARE")

Dear Ms. Nicholson:

Reliant Energy Retail Services, LLC (Reliant Energy is a certified Retail Electric Provider serving residential customers in *Galveston County* is required to establish and maintain an energy assistance program in accordance with the rules and regulation of the Public Utility Commission of Texas. *Galveston County Social Services* is an established nonprofit organization that has a proven record of managing energy assistance and heat relief programs and is capable of processing Reliant Energy's customer payment assistance in an efficient, effective manner. On or before July 31, 2013, Reliant Energy will contribute $10,000.00 to *Galveston County Social Services* in support of the 2013 Reliant Energy CARE Program. The purpose of the contribution is to provide funding for energy assistance payments to Reliant Energy customers under the CARE program.

The fund contributed to *Galveston County Social Services* for energy assistance payments must be deposited in a depository bank account held in trust for Reliant Energy. *Galveston County Social Services* will not discriminate during the distribution of CARE fund because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, and location of customer in an economically distressed geographic area. *Galveston County Social Services* will accept enrollment applications from potential clients and qualify Reliant Energy customers as eligible recipients in accordance with the following Reliant Energy CARE Program qualifications:

1. Each *Galveston County Social Services* client recipient of the CARE contribution must be a Reliant Energy customer with an **active account.**
2. The *Galveston County Social Services* client recipient name must match the Reliant Energy customer account name.
3. All *Galveston County Social Services client* recipients of the CARE contribution are eligible for a one time annual payment in an amount not to exceed $300 in accordance with the *Galveston County Social Service's* hardship criteria or the recipient may receive multiple assistance payments on their account as long as the cumulative amount does not exceed the maximum annual payment limit of $300.

Letter of Agreement for Reliant Energy Retail Services, LLC CARE Program

Galveston County Social Services will submit a monthly report to Reliant Energy on or before the last day of each month until the entire contribution fund balances is depleted. Reports should be submitted for all months even if fund were not distributed. The monthly reports should be submitted to the Reliant Energy Agency Desk before the 10th of each month. All funds that are not utilized or pledged to provide assistance to qualifying Reliant customers by December 31, 2013, can rollover to the following year. *Galveston County Social Services* must also comply with the CARE Program Guidelines outlined in Attachment A. *Galveston County Social Services* will keep records of all transactions relating to the distribution of Reliant Energy CARE contribution for a period of 2 year(s) and will allow Reliant Energy full access during normal business hours to inspect, audit or reproduce any and all such records and books of *Galveston County Social Services* related to this agreement.

Reliant Energy can terminate this agreement at any time during the year by providing 30 days advance written notice to *Galveston County Social Services*. In the event this agreement is terminated, *Galveston County Social Services* must comply with the directions contained in the notice and take any necessary action to terminate the work under this agreement. To acknowledge your agreement to and acceptance of the terms and conditions outlined in this letter and Attachment A, please sign below on both letters. Keep one copy of your records and return one letter to Reliant Energy. If you have any questions, you can contact Grenda Monroe at 713-537-2811 or Misty White 713-537-2164.

Sincerely,

Manuel Rodriguez

Manuel Rodriguez
Vice President, Sponsorships, Events and Charitable Giving

AGREED AND ACCEPTED:

Galveston County Social Services

By: _____

Connie Nicholson, Director of Community Services

Date:_____

EXHIBIT A

1. Each *Galveston County Social Services* recipient of the CARE contribution must be a Reliant Energy customer with an active account.

2. The *Galveston County Social Services* client recipient name must match the Reliant Energy customer name.

3. All *Galveston County Social Services* client recipients of the CARE contribution are eligible for a maximum annual payment not to exceed $300. The assistance payment may be a one-time payment of up to $300 in accordance with *Galveston County Social Services* hardship criteria or the recipient may receive multiple assistance payments as long as the account annual total does not exceed the maximum $300 limit.

EXHIBIT B

CARE Program Guidelines and Information

In an effort to implement the CARE Program efficiently, Reliant Energy provides important guidelines and information that will assist you in administering the Program. Please distribute and discuss these guidelines in a training session with all volunteers and staff.

Reliant Energy Contacts Information

- Grenda Monroe (Agency Desk) 713-537-2811
  Gayl Waddy (Agency Desk) 713-537-2864

How the Program Works

- Agency qualifies active Reliant Energy customer
- Agency contacts Reliant Energy Agency Desk via phone or fax to make an inquiry or pledge on behalf of the customer
- Agency remits payment to Reliant Energy (address provided below) and include documentation that denotes CARE payment --see attached example
- Payment should be remitted within 30-45 days from the pledge date
- Agency sends to Reliant Energy a monthly report via fax or email recording activity and balance of funds at the end of each

month or no later than the 10th day of the following month.

Standard Payment Remittance Address

Reliant Energy Retail Services, LLC
P. O. Box 1046
Houston, Texas 77251-1046
Attn: CARE, Special Services

Electronic Payment Information

If your agency is interested in setting up an electronic payment process via EFT (Electronic Funds Transfer), contact Levas Johnson at **lajohnson@reliant.com** or call 713-537-2774.

Monthly Reporting Requirements

Prepare attached monthly report form and fax or email to:

Grenda Monroe, Reliant Energy, **gmonroe@reliant.com**
fax 713-488-5469
toll -free fax 1-866-367-0343

AGENDA ITEM #10.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request:	5/28/13	Department:	County Clerk		
Renewal Contract:	Yes	Orgkey:	2102114020	Object Code:	5423701
Contract Start Date:	6/1/2013	Vendor:	Southwest Solutions Group		
Contract End Date:	5/30/2014	Vendor No:	704963	Contract No:	CM13225
Description:	One year renewal of the Southwest Solutions Group for Spacesaver Systems Maintenance & Service Program for Lektrievers				
Contract # Issued By Purchasing:			Requested Legal Review:	Yes ____ No X	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
RHP Maintenance Contract Expense					$ 1,980.00		
Totals:		-	-	-	1,980	-	-
Total Cost:	$1,980.00						

Approved By: Date Signature

Department Head: [signature]

Purchasing Agent: 5-30-2013 [signature]

County Legal: Nancy Boggan 6/11/13

Contract listed in Budget Documentation (Yes/No)

County Budget Office: [signature] 6/11/2013

Form Number:

SOUTHWEST**SOLUTIONS**GROUP

business organization systems

Mae Ross
GALVESTON COUNTY
601 Tremont
Galveston, TX 77550
Re: Spacesaver Systems

Dear Mae:

SOUTHWEST SOLUTIONS GROUP
SCHEDULED MAINTENANCE & SERVICE PROGRAM for your
SPACESAVER SYSTEMS

Services to be performed by SSG authorized factory-trained personnel.

Inspection & Testing of:

Electric Systems

* Safety Features
* Electrical Wiring & Switches
* Mechanical & Logical Controls
* Anti-Tip Devices
* Carriage Limit Switches
* Floor & Overall Operation
* Ease of Movement

Mechanical Assist Systems / Manual Systems

* Anti-Roll Locking Pin
* Turn-Handle Assembly
* Tension of chain on turn handle drive
* Mechanical Safety Features & Controls
* Shelving Anchors
* Ease of Movement
* Loose Hardware & Fasteners

Lubrication & Adjustment of: (All Systems)

* All Moving Parts, Chains & Rails
* Limit Switches

General Maintenance & Cleaning of:

* Floor & Tracks
* Face Panels & Controls

Inspection Report:
* Communication of inspection findings to the customer

Scheduled Maintenance services will be performed on a scheduled basis of 1 per year. Covers all service calls thru out the effective dates of agreement.

PROPOSAL PAGE (Page 2 of 4)

Submitted to:

Name	GALVESTON COUNTY
Contact	Mae Ross
Address	601 Tremont
City, State, Zip	Galveston, TX 77550
Department:	Property Records Room 2600 & Court Room 2607
Email:	Mae.Ross@co.galveston.tx.us
Phone #:	[1] (409) 766-2205

We propose to furnish the materials and perform the labor necessary for the completion of the Scheduled Maintenance & Service Program on Spacesaver System(s):

Model: Spacesaver Powered 499-24-4878-4877 PMA #270

Location: Property Records Room 2600 (7 carriages)
Location: Court Room 2607 (4 carriages)

Platinum (Scheduled Maintenance, Labor & Parts Program)
* One Scheduled service inspection per year.
* Covers 100% of all Labor & Parts Service charges for repairs.
* Additional investment required for repairs performed outside of normal business hours.

Annual Investment to insure the safety of your equipment: **$1980.00**

To schedule service please call Paul Stanko at 800-803-1083 ext 9778 or via email PStanko@southwestsolutions.com. You can also request service from our website, www.southwestsolutions.com by clicking on the "request service" link at the top of the page.

Other Notes (Page 3 of 4)

1) Scheduled Maintenance, service and repair calls are only provided during normal work hours, Monday thru Friday, 8 a.m. to 5 p.m. This excludes Saturday, Sunday, and company holidays. **Southwest Solutions Group** may agree upon optional abnormal hours and days with additional costs.

2) *NOTE: Program does not cover repair caused by act of God, vandalism or misuse.*

3) **Replacement Parts: Southwest Solutions Group** does not assume the responsibility for delays or failure to furnish parts or service when the inability to furnish same is caused by acts of God or government, labor difficulties, failure of transportation, misuse of equipment, or operational errors and causes beyond the control of Southwest Solutions Group. Components of the equipment or system purchased from or installed by others than **Southwest Solutions Group** will be excluded from this agreement.

4) Note: Invoice will follow with the terms Due upon Receipt, or GALVESTON COUNTY can provide a VISA, Master Card or American Express #, expiration date, and full name on card for payment.

- It is suggested that to maintain your system, you perform certain routine periodic housekeeping duties outlined at the time of installation of the Spacesaver System.

- The customer is responsible for foreign matter and debris that falls into areas that may hinder or damage and result in equipment failure.

- The customer agrees to give reasonable notice to **Southwest Solutions Group** for normal hours servicing.

- If equipment, under the Agreement, is moved, transported or tampered without Southwest Solutions Group's supervision, this Agreement will become null and void without refund.

ACCEPTANCE PAGE FOR SPACESAVER SERVICE AGREEMENT
(page 4 of 4)
GALVESTON COUNTY Justice Center
(Property Records Room 2600 & Court Room 260) PMA 270
Program effective dates: **6/1/2013** thru **5/30/2014**
Annual Scheduled Maintenance & Labor Program $1,980.00
*One scheduled PM * Covers 100% Labor & Parts charges for service calls*

When accepted please authorize below and return a copy to Southwest Solutions Group via fax (888) 980-8177 to the attention of KIM WINDHAM, retain original for your records.

Accepted by: _____ Date: _____

Title: _____

Bill To Address: _____

Attention: Accounts Payable Purchase Order # if appropriate: _____

City, State, Zip: _____

If paying by VISA, Master Card or American Express:

C/C #: _____

Expiration Date: _____

Full Name On Card: _____

Southwest Solutions Group would like to thank you for the opportunity to serve you and our team looks forward to serving you in other areas, please visit our website at www.southwestsolutions.com for more products & services.

Sincerely,
Kim Windham
972-331-8880 or 888-241-7494 direct
972-250-2229 or 888-980-8177 fax
kwindham@southwestsolutions.com

AGENDA ITEM #11.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request:	5/28/13	Department:	County Clerk		
Renewal Contract:	Yes	Orgkey:	2102114020	Object Code:	5750000
* Contract Start Date:	6/17/2013	Vendor:	VeriSign Inc.		
Contract End Date:	6/16/2014	Vendor No:	704504	Contract No:	CM13224
Description:	One year renewal of the VeriSign Authentication Services to continue Credit Card Use				
Contract # Issued By Purchasing:			Requested Legal Review:	Yes ____ No X	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
RMP Capital Out-Lay Expense					$ 995.00		
Totals:		-	-	-	995	-	-
Total Cost:	$995.00						

* DATES TO BE VERIFIED by INVOICE

Approved By:	Date	Signature
Department Head:		
Purchasing Agent:	5-30-2013	
County Legal:	6/11/13	

Contract listed in Budget Documentation (Yes/No)

County Budget Office: 6/4/2013

Form Number:

Now from Symantec. | VeriSign Authentication Services

Symantec, Corporation
350 Ellis Street
Mountain View, CA 94043, USA

SSL CERTIFICATE PURCHASE QUOTE - ccweb.co.galveston.tx.us

Customer Name: County of Galveston
City, State/Province Zip Code: Galveston, Texas
Country: USA

Date: May 23, 2013

Contact Name: Dick Dickinson
Contact Telephone: 409 770 5115
Contact Email Address: Dick.Dickinson@co.galveston.tx.us

With the acquisition of VeriSign Authentication Services, Symantec is now the world's leading provider of Internet trust, authentication and security solutions. As a result of acquiring the first Certificate Authority to provide SSL in 1995, Symantec continues to be the leading provider of the most trusted solution for online security and helps assure customers that they are safe from search to browse to buy and sign-in.

All Symantec SSL Certificates include the Norton™ Secured Seal, Symantec Seal-in-Search™, and daily website malware scanning so that you can offer customer peace of mind at all points of their online experience. Every Extended Validation or Pro SSL Certificate now includes a vulnerability assessment to help you quickly identify and take action against the most exploitable weaknesses on your website.

Here are a few facts about the value and power of our SSL:

- Symantec is the worldwide market leader in SSL, securing more than one million web servers.*
- Our robust PKI infrastructure includes military-grade data centers and disaster recovery sites for unsurpassed customer data protection, availability, and peace of mind.
- More than half of all Extended Validation SSL certificates worldwide are issued by Symantec.**
- The Norton™ Secured Seal, the most trusted mark on the Internet, is viewed more than half a billion times a day on websites in 170 countries.***

Product Description	Quantity	Price	Currency	Total
Secure Site Pro – 1 year	1	$955.00	USD	$995.00
Total			**USD**	**$995.00**

Sales tax, excise tax, or GST/VAT may be added to your invoice as applicable for the jurisdiction in which this sale is made. If you are purchasing for resale and have not previously submitted a resale certificate, attach a signed copy of your resale certificate to the purchase order. For all other tax exempt customers, please forward your exemption certificate or the appropriate tax exemption document with your purchase order. Reseller purchase orders should be marked "for resale" or the equivalent.

**Includes Symantec subsidiaries, affiliates, and resellers*
***Netcraft SSL Survey January 2012.*
****U.S. Online Study January 2011.*

Now from Symantec. | VeriSign Authentication Services

Symantec, Corporation
350 Ellis Street
Mountain View, CA 94043, USA

Payment Options and Information

Payment Option	Information required	Process
Purchase Order	• Company letterhead or name • Symantec vendor address • Purchase Order number • Purchase price and total in USD • Payment terms of Net 30 days • Bill to and ship to address (Please note: Ship to address cannot be a PO Box) • Bill to contact name and email address • Purchase Order must be signed if signature is required by PO issuing organization	Fax purchase order to: +1 650 961 8870 Vendor details need to reflect: **Symantec Corporation** **350 Ellis Street** **Mountain View, CA 94043, USA**
Payment by check	• Ensure that the check is for the exact purchase price in USD • Include order number on the check itself • Certificates are issued once check has cleared	**Mail checks to:** Symantec Corporation Attention: Accounts Receivable P.O. Box 846013 Dallas, TX 75284-6013
Payment by wire transfer	• Please make sure that the payment is made for the EXACT price in USD. • Enter the bank name where funds will be transferred. • Communications must include your order number and exact purchase price.	**Beneficiary Customer:** Symantec Corporation **Beneficiary Bank**: Bank of America **Bank Address:** 1655 Grant St. 10th Floor, Concord, CA 94520 **Beneficiary Bank ABA**: 026009593 **Routing ACH**: 121000358 **Bank Account Number**: 12336-51491 **SWIFT CODE**: BOFAUS3N

Warranty Protection Plan
All Symantec SSL and Code Signing Certificates are backed by comprehensive warranties. Our NetSure extended warranty provides you with peace of mind so that you can focus on your core business without worrying about liability. NetSure warranty coverage differs as follows:

Product	Warranty
Secure Site Pro with EV	$1,500,000
Secure Site with EV	$1,500,000
Secure Site Pro	$1,250,000
Secure Site	$1,000,000
Code Signing Certificate	$ 125,000

Thank you for the opportunity to provide you with this quotation. Please feel free to call me directly to place your order, or visit Symantec.com to place your order online.

Best regards,

Darren Lotter
Direct Sales – Territory Sales Executive
Symantec Corporation
www.symantec.com

Toll Free: 866 893 6565 option 1, ext 6812
Darren_Lotter@Symantec.com

AGENDA ITEM #12.a.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

May 19, 2013

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

Re: RFP #B112005, Juvenile Justice Food Service

Gentlemen,

On June 13, 2013, the Juvenile Board met and approved the second extension to the food services contract associated with RFP #B112005, Juvenile Justice Food Service. Additionally, the Juvenile Board approved the requested 3% increase in the price per meal.

Respectfully submitted,

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

Attachments

JUVENILE JUSTICE DEPARTMENT

County of Galveston
(PROBATION, RESIDENTIAL AND DETENTION SERVICES)

June 13, 2013

Mr. Rufus Crowder, Purchasing Agent
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Ref: Food Services RFP #B112005 – One Year Extension
Food Services RFP #B112005 – Request for Price Increase

Rufus:

The Juvenile Board met on June 13, 2013 and approved to extend the food services contract with ABL for one year. Additionally, the Board approved the requested increase in the price per meal.

If you have any questions, feel free to contact me at your convenience.

Sincerely,

Brent

Brent T. Norris, Director
Galveston County Juvenile
Justice Department

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

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

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

ABL Management Inc.

April 2, 2013

Mr. Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County Purchasing Department
722 Moody Avenue 21st Street
Galveston, Texas 77550

Dear Mr. Crowder:

Per my conversation with Mr. David Terrell on Thursday, March 28th, I am writing to confirm ABL Management, Inc.'s desire to extend the Food Service Agreement at the Galveston County Juvenile Center for one year.

Unfortunately, the increase in wholesale food and fuel costs necessitates ABL Management, Inc. to request a rate increase as provided for in our Agreement. The current CPI increased 3.0 (%) percent and the new rates reflect such an increase.

TYPE OF MEAL	PRICE PER MEAL
RESIDENT MEALS	$2.8559
RESIDENT SNACKS	$1.3249

The rates for this sliding scale go into effect July 1, 2013.

Please sign and date in the space on Page 2 and return a signed original in the enclosed envelope for our files.

♦ P.O. Box 40486 ♦ Baton Rouge, LA 70835-0486 ♦
♦ Phone: (225) 272-6063 ♦ Fax: (225) 273-2165 ♦
♦ www.ablmanagement.com ♦
♦ChrisBerry@ablmanagement.com♦

We thank you for your continued confidence in ABL Management, Inc. and look forward to exceeding your expectations of a successful food service operation at Galveston County Juvenile Center. If you have any questions, please do not hesitate to call me at 800-375-1293.

Sincerely,

Chris Berry

Mr. Chris Berry
District Manager

CB:sda

Enclosures

c: Mr. John D. Appleton, Chairman, President and CEO
Mr. Roshon S. Cody, Vice President
Mr. Mike Craft, Director of Operations Central Region
Unit 695 / Agreement File / Receivables

APPROVED BY:

Mr. Rufus G. Crowder Date

AGENDA ITEM #12.b.

COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

June 19, 2013

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

Re: Bid #B112020, HVAC Supplies and Equipment

Gentlemen,

The contract associated with Bid #B112020, HVAC Supplies and Equipment is scheduled for its second extension on July 12, 2013. The contracted vendor for this service is Coburn Supply Company, Inc.

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

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

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

May 13, 2013

To: Rufus Crowder
From: Charles Kenworthy

RE: Bid #B112020, HVAC Supplies and Equipment

I recommend that the HVAC Supplies and Equipment Bid #B112020, be extended an additional year to Coburn Supply Co. This vendor provides the best value to Galveston County. Please contact me at (409) 766-2385 if you have any questions and or concerns.

Thank you,

Charles Kenworthy
Facilities Manager
County of Galveston

Coburn's
Wholesale Distributors ®
"The Name With The Flame"™

To: Galveston County Purchasing
Attn: Mr. Rufus Crowder, CPPB
Purchasing Agent
Galveston County
Re: Bid #B112020
HVAC Supplies and Equipment
Contract Expiration Date: 07/12/2013

Dear Mr. Crowder,

It has been a pleasure serving as a key supplier for Galveston County in the past. As our bid contract is due to expire, please take this as our offer to extend contract #B112020 to the county for another great year, effective 07/12//2013 – 07/12/2014.

Thanks for your business,

Trey Taylor
HVAC/R Account Manager
Coburn Supply
409-740-6500

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM11132

Invitation to Bid Number: RFP #B112020 – HVAC Supplies & Equipment

Term of Contract: **One (1) year with two (2) one (1) year extensions**

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating **July 11, 2012.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: Coburn Supply, Inc.

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Coburn Supply
6510 Broadway
Galv. Tx. 77551

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 12th ~~31st~~ day of July ~~May~~, 2011.

Contractor:

Coburn Supply

By:

Date: 5/31/2011

Galveston County

By:

Date: 7/12/11

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

RFP #: B112020
OPEN: 06/02/2011
10:00 AM

PROPOSAL FORM
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

The Firm Of: Coburn Supply
6510 Broadway
Galv. Tx. 77551

Hereby agrees to provide the requested supplies and services as defined in the proposal, attachments thereto, and

Addendum No. _____ dated _____, No. _____ dated _____, No. _____ dated _____

CONDITIONS OF THE PROPOSAL: It shall be understood that by submission of this proposal, the Proposer agrees to all of the conditions of the Request For Proposals (RFP) dated **June 2, 2011** and any Addenda issued thereto and referenced above.

PROPOSER MUST SIGN HERE BELOW:

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

Firm Name: Coburn Supply

Authorized Signature: [signature]

Name & Title Printed: Trey Taylor Territory Manager

Telephone No.: 409-740-6500 FAX No.: 409-740-6505

E-Mail Address: HTaylor@Coburns.com

Date: 6/1/2011

EXCEPTIONS (If no exceptions are taken, state NONE):

None

Proposer shall use this form to provide the information for notice.

1. Contact information for notice:

Name: Trey Taylor
Address: 6510 Broadway
Galv. Tx 77551
Telephone Number: 409-740-6500 Facsimile number: 409-740-6505

PROPOSAL FORM
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

2. If a copy of notice is requested, please complete below:

Name: _____
Address: _____
_____
Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:

Name of Organization: Galveston I.S.D.
Name of Person: Paul Byers
Title of individual within Organization, if applicable: Maintainance Supervisor.
Business address: 5200 Ave. N-1/2
Galv. Tx 77551
Telephone Number: 409-692-3940 Facsimile number: (409) 765-6248.

Name of Organization: Larry Ryan HVAC.
Name of Person: Larry Ryan
Title of individual within Organization, if applicable: Owner
Business address: 6705 Golf Crest
Galv. Tx. 77551
Telephone Number: 409-763-5307 Facsimile number: _____

Name of Organization: SCR Services
Name of Person: Chuck Deharde
Title of individual within Organization, if applicable: Owner.
Business address: 3500 Ave. M.
Santa Fe, Tx 77510
Telephone Number: 409 765-9072 Facsimile number: 409. 927-2674

RFP #: B112020
OPEN: 06/02/2011
10:00 AM

PROPOSAL FORM
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

2. References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:

Business Name of Supplier: Nordyne Inc.
Name of Person: _____
Title of individual within business: _____
Business address: PO Box 958183
St. Louis, MO 63195
Telephone number: 800 422-4328 Facsimile number: 636-561-7365

Business Name of Supplier: Rood Manufacturing
Name of Person: _____
Title of individual within business: _____
Business address: P.O. Box 406570
Atlanta, GA 30384
Telephone number: 479-648-4767 Facsimile number: 479-648-4763

Business Name of Supplier: American Standard
Name of Person: _____
Title of individual within business: _____
Business address: 2105 Elm Hill Pike
Nashville, TN 37210
Telephone number: 615-874-7771 Facsimile number: 615-874-7660

****The rest of this page intentionally left blank****

SPECIAL PROVISIONS
HVAC SUPPLIES & EQUIPMENT

10. DELIVERY

All delivery and freight charges (FOB Galveston County designated locations) are to be included in bid price proposals.

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes X No____

If no, what is the guaranteed delivery time of 95% of the orders?

_____

What are the normal business hours at the nearest distribution center?

7 AM – 4:30 PM.

Do you have after hour and weekend supply capabilities? Yes X No____

If yes, please describe: 24 hr ON CALL

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes X No____

If the item is in Stock coming from our Location – NO charge!

Delivered Within:	Cost:
One (1) hour	$ N/A
Three (3) hours	$
Five (5) hours	$
Same Day	$

$0.00 from our Location.

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes X No____

$ = Depending on Location of Pick-up

Delivered Within:	Cost:
One (1) hour	$?
Three (3) hours	$
Five (5) hours	$
Same Day	$ 0

SPECIAL PROVISIONS
HVAC SUPPLIES & EQUIPMENT

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes X No_____ ? = Depending on Local Hotshots & Where item is coming from

Delivered Within:	**Cost:**
One (1) hour	$_____
Three (3) hours	$_____
Five (5) hours	$_____
Same Day	$_____

11. DISTRIBUTION CENTER LOCATIONS

What is the address and telephone number of the nearest distribution center?

940 Visador Rd.
Jasper, TX 75951
409-384-6611

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

120 E. Magnolia St.
Eunice, LA. 70535
1-337-546-0763

12. NON-STOCKED ITEMS

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

RFP #: B112020
OPEN: 06/02/2011
10:00 AM

SPECIAL PROVISIONS
HVAC SUPPLIES & EQUIPMENT

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
A.O. Smith	Y	N	Motors	N/A - See Attached Quote.
Amprobe	Y	N	Instruments	
Aqua Soft / Wagner PinTabs or Calgon	Y	N	Pan Tablets	
Aspera	Y	N	Compressors	
Bacharach	Y	N	Furnaces	
Barber Coleman	Y	N	HVAC Supplies	
Bard	Y	N	Packaged Units	
Bell & Gossett	Y	N	Pumps & Accessories	
Bristol	Y	N	Compressors	
Carrier / Copeland	Y	N	Pkg. Units, Compres.	
Crystal Tip	Y	N	Ice Machines	
Danfoss	Y	N	Compressors and Values	
Diversified	Y	N	Controls	
DuPont/Allied/Elf ATO	Y	N	Refrigerants	
Fluke	Y	N	Test Instruments	
Gates	Y	N	Belts and Accessories	
General	Y	N	Controls	
General Electric	Y	N	General Sup., Motors	
Glasfos	Y	N	A/C Filters	
Goodman / Janitrol	Y	N	Air Hand., Ign. Assy.	
Heat Craft	Y	N	ADD Coils	
Henry	Y	N	Valves	

Please note many of our suppliers are no longer using list prices. Please notice I have included (2) Quotes (1) = Standard customer pricing (2) = Galveston County Special Pricing!

RFP #: B112020
OPEN: 06/02/2011
10:00 AM

SPECIAL PROVISIONS
HVAC SUPPLIES & EQUIPMENT

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Hoffman	Y	N	Air Vents	N/A See Attached Quote!
Honeywell	Y	N	Controls	
Janitrol	Y	N	Igniter Assembly	
Johnson Controls	Y	N	Controls, Valves	
Lennox	Y	N	Blowers/Package Units	
Magic Air	Y	N	Blower Assy.	
Magnatek Universal	Y	N	Motors	
Malco	Y	N	Fasteners & Accessories	
Manitowoc	Y	N	Ice Machine Parts	
Mars	Y	N	Cont. / Controls / Transf	
Marsh	Y	N	Gauges & Thermometers	
McDonnell/Miller	Y	N	Flow Switches	
Metal Fab	Y	N	Duct Supplies	
Modine	Y	N	Duct Heaters & Furnaces	
Mueller	Y	N	Tube & Fittings	
PSG	Y	N	Thermometer/Thermostats	
Paschal Harper / Out of Business	Y	N	Carrier/Copeland	
Parker	Y	N	Driers	
Ranco	Y	N	De-ice Controls	
RHEEM	Y	N	Packaged Units	
Refrigerator Research	Y	N	Accumulators	
Ritche	Y	N	Charging Hoses & Acc.	
Robertshaw	Y	N	Controls	

RFP #: B112020
OPEN: 06/02/2011
10:00 AM

SPECIAL PROVISIONS
HVAC SUPPLIES & EQUIPMENT

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Robinair	Y	N	Controls	N/A See Attached Quote.
Rubatex/NAMACO	Y	N	Insulation & Supplies	
Schuller/certainteed.	Y	N	Duct Board	
Scottsman	Y	N	Ice Machines	
Snoop	Y	N	Leak Detector	
3M/Scotch	Y	N	Tape & Supplies	
Sporlan	Y	N	Test Kits, Driers, Valves	
Square D	Y	N	Contactors	
Standard	Y	N	Chillers & Receivers	
SUN out of Business. we have Eubanks	Y	N	Pkg. Units-Wall Hung	
Tecumseh	Y	N	Compressors	
Trane	Y	N	Compressors/Controls	
Trol-A-Temp	Y	N	Zone Systems	
Victory	Y	N	Reach-In Freezers	
Warren	Y	N	Duct Heaters	
Whirlpool/LG/comfort air	Y	N	Window Unit	
White Rodgers	Y	N	Thermostats & Acc.	
Witt Refrigeration	Y	N	Ref. Evaporators	
Worthington/Summit.	Y	N	Recovery Cylinders	
York	Y	N	Split Systems, Pkg. Units	

RFP #: B112020
OPEN: 06/02/2011
10:00 AM

SPECIAL PROVISIONS
HVAC SUPPLIES & EQUIPMENT

List any other product categories included in your catalog:

Manufacturer	Available	Commodity	Discount % off Manufacturer's List Price	
NU Calgon	Y	Coil Cleaners uvbrite	N/A	15.00
Hardcast	Y	Tape AFG-1402-3	N/A	25.90
Atco	Y	Flex 8' R-8	N/A	1.19 ft.
Kickstart	Y	T-05	N/A	30.77
Streamlight	Y	Nano Light	N/A	6.43
Parker	Y	Par Flush	N/A	99.98
ICM	Y	Motor Protectors	N/A	147.82
ICM	Y	281 Carrier Boards	N/A	73.62
Ranco	Y	A30-261 Control	N/A	34.70
Eubanks	Y	Wall Pack 1/k V436B10A1	N/A	1898.00 <Subject Change
Everpure	Y	filters EV9612-37	N/A	93.85
Grasslin	Y	Timers	N/A	147.74
	Y			
	Y			
	Y			
	Y			
	Y			
	Y			
	Y			
	Y			

(11)

QUOTATION

Customer#: 999931
CASH SALE GALVESTON

Page#: 2

Branch#: 31
COBURN SUPPLY COMPANY, INC.
6510 BROADWAY ST
GALVESTON TX 77554
409-740-6500

Quote#	Start Date	Exp. Date	Job Name	Bid Type	Prepared By
778962	05/27/11	06/01/12	GALV COUNTY QUOTE	HVAC	GERALD "TREY" TAYLOR

Line#	Qty	Per	Product No. & Description	Unit Price	Ext. Price
			QT ===> QUOTE PRICES		
1	1	EA	AOFSE1026SF FSE1026SF 1/4HP 1075 208/230V CONDENSER MOTOR	95.69	95.69
2	1	EA	74040270 322 FLUKE MID-SIZE CLAMP METER W/DC VOLTS	135.20	135.20
3	1	EA	DIVPT200 PT-200 PRO TREAT 200	22.83	22.83
4	1	EA	36490310 PPD2020HL8 20X20X2 POLY PAD	2.20	2.20
5	1	EA	33099983 TH8110U1003 H/W 7 DAY 1 H/C TOUCHSCREEN PROG T-STAT	199.42	199.42
6	1	EA	87600030 A19ABC-24C PENN -30 TO 100 F 8' CHP REM BULB TEMP CTRL	69.49	69.49
7	1	EA	37508178 CT425 MALCO 1"X25' TAPE MEASURE (4L25, T425)	13.44	13.44
8	1	EA	ME4M5 4M5 5' LENGTH - 4" STYLE "M" ROUND B-VENT STORM COLLAR - 4IN STYLE INMIN ROUND B-VENT	30.74	30.74
9	1	EA	38307500 663836 SS-163S 3/8 SWEAT LIQUID-LINE DRIER (WAHA163S)	16.03	16.03
10	1	EA	RIT22060 22060 HAVS-60 YELLOW HOSE Bronze Ball Valve w/ Metal Handle 1''	33.06	33.06
	6	FT	36001056	1.88	11.28

** CONTINUED ON THE NEXT PAGE **

COBURNS QUOTATION (cont.)

Line#	Qty	Per	Product No. & Description	Unit Price	Ext. Price
			RUB1181 1-1/8X1 TH RUBATEX PIPE INSULATION UN 1133		
12	40	FT	36100760 708305 EI800 1-1/2X48X120 ULTRADUCT BLACK DUCTBOARD (PALLETI	0.79	31.60
13	1	EA	44685020 SNOOP 8OZ. BOTTLE	7.43	7.43
14	1	EA	33025602 1F56N-444 W/R WHITE H/C THERMOSTAT (1F56N-444)	32.19	32.19
			SEGMENT: QT TOTAL		700.60
			QUOTATION TOTALS: (Plus applicable sales tax)		700.60

(2)

Coburn's

QUOTATION

Customer#: 6019091
COUNTY OF GALVESTON
AUDITORS OFFICE ACCTS PAYABLE
PO BOX 1418
GALVESTON, TX 77553-1418

Branch#: 31
COBURN SUPPLY COMPANY, INC.
6510 BROADWAY ST
GALVESTON TX 77554
409-740-6500

Quote#	Start Date	Exp. Date	Job Name	Bid Type	Prepared By
778971	05/27/11	06/01/12	GALV COUNTY QUOTE	HVAC	GERALD "TREY" TAYLOR

Line#	Qty	Per	Product No. & Description	Unit Price	Ext. Price
			QT ===> QUOTE PRICES		
1	1	EA	AOFSE1026SF FSE1026SF 1/4HP 1075 208/230V CONDENSER MOTOR	64.65	64.65
	1	EA	74040270 322 FLUKE MID-SIZE CLAMP METER W/DC VOLTS	105.66	105.66
3	1	EA	DIVPT200 PT-200 PRO TREAT 200	12.17	12.17
4	1	EA	36100210 PPD2020HL8 20X20X2 POLY PAD	1.26	1.26
5	1	EA	33099983 TH8110U1003 H/W 7 DAY 1 H/C TOUCHSCREEN PROG T-STAT	135.66	135.66
6	1	EA	87600030 A19ABC-24C PENN -30 TO 100 F 8' CHP REM BULB TEMP CTRL	50.29	50.29
7	1	EA	37508178 CT425 MALCO 1"X25' TAPE MEASURE (4L25, T425)	10.51	10.51
8	1	EA	ME4M5 4M5 5' LENGTH - 4" STYLE "M" ROUND B-VENT	16.95	16.95
9	1	EA	38307500 668836 SS-163S 3/8 SWEAT LIQUID-LINE DRIER (WAHA163S)	11.02	11.02
10	1	EA	RIT22060 22060 HAVS-60 YELLOW HOSE	21.16	21.16
11	6	FT	36001056 RUB1181 1-1/8X1 TH RUBATEX PIPE INSULATION UN 1133	1.28	7.68

** CONTINUED ON THE NEXT PAGE **

COBURNS QUOTATION (cont.)

Quote#: 778971 Page#: 3 Start Date: 05/27/11

Line#	Qty	Per	Product No. & Description	Unit Price	Ext. Price
12	40	FT	36100760 708305 EI800 1-1/2X48X120 ULTRADUCT BLACK DUCTBOARD (PALLETI	0.79	31.60
13	1	EA	44685020 SNOOP 8OZ. BOTTLE	7.43	7.43
14	1	EA	33025602 1F56N-444 W/R WHITE H/C THERMOSTAT (1F56N-444)	25.37	25.37
			SEGMENT: QT TOTAL		--------- 501.41
			QUOTATION TOTALS: (Plus applicable sales tax)		501.41

AGENDA ITEM #12.c.

COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

June 19, 2013

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

Re: Bid #B122021, Abatement of Junked Vehicles

Gentlemen,

The contract associated with Bid #B122021, Abatement of Junked Vehicles scheduled for its first extension on June 25, 2013. The contracted vendor for this service is U-P Salvage, Inc. At this time the vendor is requesting to lower their price from $175.00 per vehicle to $100.00 per vehicle.

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

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

HENRY TROCHESSET
Sheriff
Galveston County

June 4, 2013

TO: Mr. Rufus Crowder, CPPO, CPPB
Purchasing Agent

RE: Contract # B122021 – Abatement of Junked Vehicles

Mr. Crowder:

Please accept this letter endorsing extension of the above described contract with U-Pick U-Pull Auto Parts for one year.

Additionally, we have no objection to the price change proposed by the vendor.

Should you require any additional information, please contact me at x2369.

Maj. Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

Galveston County
Nuisance Abatement Program

Garret Foskit
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

May 28, 2013

Rufus Crowder, CPPO, CPPB
Galveston County Purchasing Agent

RE: Bid # B122021 – Abatement of Junked Vehicles

In reference to the above bid for the Abatement of Junked Vehicles, I recommend a one (1) year extension at the revised rate of $100 per vehicle with U-Pick U-Pull Auto Parts. This company has done a great job and pays promptly. Please contact me if you have any questions.

Thank you,

Garret Foskit
Nuisance Abatement Officer
Galveston County

1620 Gill Rd, Dickinson, TX 77539

U-PICK U-PULL AUTO PARTS
2133 Shaver St.
Pasadena, TX 77502
713-477-7670

May, 24, 2013

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

Re: Bid #B122021
Abatement of Junked Vehicles
Contract CM12125

Dear Mr. Crowder,

This letter is to verify our intent to extend the above mentioned contract for another year, June 25, 2013 to June 24, 2014. However, I wish to lower my price from $175.00 per vehicle to $100.00 per vehicle.

If you should have any questions regarding this change, please feel free to contact me. We look forward to another year of doing business with the County of Galveston.

Sincerely,

Joe Chambers

Joe Chambers
President

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: **CM12125**

Invitation to Bid Number: **B122021 Abatement of Junked Vehicles**

Term of Contract: **One (1) year with two (2) one (1) year extensions**

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating **June 24, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: **U-P Salvage, Inc.**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

U-Pick U-Pull Auto Parts
2133 Shaver
Pasadena, TX 77502

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the ~~24~~ effective 25th day of ~~April~~ June, 2012.

Contractor:

U-Pick-U-Pull Auto Parts

By:

Date: 4-24-12

Galveston County

By:

Date: June 12, 2012

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

BID #: B122021
OPEN: 05/01/2012
2:OO PM

BID SHEET

ABATEMENT OF JUNKED VEHICLES

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 175.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

4-24-12
DATE

U-Pick U-Pull Auto Parts
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Joe Chambers
PRINTED NAME

President
TITLE

2133 S. Shaver
CORRESPONDENCE ADDRESS

Pasadena, Tx 77502
CITY, STATE ZIP CODE

26-0326506
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

2133 S. Shaver
REMIT ADDRESS

Pasadena, Tx 77502
CITY, STATE ZIP CODE

713-477-7670
TELEPHONE NUMBER

713-477-5093
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

ABATEMENT OF JUNKED VEHICLES

GALVESTON COUNTY, TEXAS

BID #: B122021
OPEN: 05/01/2012
2:OO PM

ENDOR ID 707150 ALBERT J CHAMBERS

m No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
)001	96890	ABATEMENT OF JUNKED VEHICLES	1	EA		$ 175.00	$ 175.00

Extended Price Total of all Iten $175.00 per vehicle

Note: Will not pick up boats, but will pick up motor homes.

Have 4 wreckers, 3 drivers, and a all terrain forklift that enables us to pick up a vehicle anywhere.

Have been doing this for City of Pasadena approximately 6 years.

AGENDA ITEM #12.d.

COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

June 19, 2013

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

Re: Bid #B122022, Sheriff Department Uniforms

Gentlemen,

The contract associated with Bid #B122022, Sheriff Department Uniforms scheduled for its first extension on July 1, 2013. The contracted vendor for this service is Lone Star Uniforms, Inc.

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

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

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

McCullough, Darla

From: Tutt, Ray
Sent: Tuesday, May 21, 2013 3:00 PM
To: McCullough, Darla
Cc: Trochesset, Louis
Subject: Contract Extension - Bid #B122022, Sheriff Department Uniforms

Importance: High
Sensitivity: Confidential

Darla:

After review, we are recommending an extension of Bid # B122022 (Sheriff's Office – Uniforms) for an additional year with the current vendor, Lone Star Uniforms.

Should you require any additional information, please do not hesitate to contact me directly.

MAJ. RAY TUTTOILMONDO
GALVESTON COUNTY SHERIFF'S OFFICE
601 54TH ST., SUITE 2100
GALVESTON, TX 77551-4248
(409) 766-2369
RAY.TUTT@CO.GALVESTON.TX.US

May 24, 2013

Rufus Crowder
Galveston County Auditors
Purchasing Department
722 Moody, 5th Floor
Galveston, Texas 77550

RE: Sheriff Department Uniforms-B122022

Dear Sir,

Lone Star Uniforms, Inc. would like to renew the contract for Sheriff Department Uniforms at the same terms and conditions, with no price increase, as the original contract.

If you have any questions, please call me at (832) 237-8000 or (713) 502-6784. For your convenience, my fax number is (832) 237-8008.

Sincerely,

Paul M. Bennett
Sales Representative

8430 N. Sam Houston Parkway West • Houston, TX 77064 • Phone: 832-237-8000 • Fax: 832-237-8008

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: **CM12131**

Invitation to Bid Number: **B122022 Sheriff Department Uniforms**

Term of Contract: **One (1) year with two (2) one (1) year extensions**

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating **June 30, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: **Lone Star Uniforms, Inc.**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Lone Star Uniforms, Inc.
P.O. Box 692304
Houston, TX. 77269

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the effective 1st day of July, 2012.

Contractor:

Lone Star Uniforms, Inc

By: [signature]

Date: 5/2/12

Galveston County

By: [signature]

Mark A. Henry, County Judge

Date: 5/29/12

Attest: [signature]

Dwight Sullivan, County Clerk

BID #: B122022
OPEN: 05/08/2012
10:00 AM

BID SHEET

SHERIFF DEPARTMENT UNIFORMS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 178,100.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

5/2/12
DATE

Lone Star Uniforms Inc
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Corine Fox
PRINTED NAME

President
TITLE

PO Box 692348
CORRESPONDENCE ADDRESS

Houston TX 77269-2348
CITY, STATE ZIP CODE

75-2983983
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 692348
REMIT ADDRESS

Houston TX 77269-2348
CITY, STATE ZIP CODE

832-232-5000
TELEPHONE NUMBER

832-237-5008
FAX NUMBER

ADDENDUM'S RECEIVED #1 ____ #2 ____ #3 ____

LINE ITEM DETAIL

SHERIFF DEPARTMENT UNIFORMS

GALVESTON COUNTY, TEXAS

BID #: B122022
OPEN: 05/08/2012
10:00 AM

VENDOR ID 705097 LONE STAR UNIFORMS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	98386	MEN'S SHORT SLEEVE SHIRT WITH PATCHES	200	EA	HS1248	$ 37.50	$ 7500.00
0002	98386	MEN'S SHORT SLEEVE SHIRT WITH PATCHES ADD FOR X SIZE	200	EA	HS1247	$ 37.50	$ 7500.00
0003	98386	WOMEN'S SHORT SLEEVE SHIRT WITH PATCHES	200	EA	HS1404	$ 37.50	$ 7500.00
0004	98386	WOMEN'S SHORT SLEEVE SHIRT WITH PATCHES ADD FOR X SIZE	200	EA	HS1404	$ 37.50	$ 7500.00
0005	98386	MEN'S LONG SLEEVE SHIRT WITH PATCHES	200	EA	HS1147	$ 39.50	$ 7900.00
0006	98386	MEN'S LONG SLEEVE SHIRT WITH PATCHES ADD FOR X SIZE	200	EA	HS1147	$ 39.50	$ 7900.00
0007	98386	WOMEN'S LONG SLEEVE SHIRT WITH PATCHES	200	EA	HS1403	$ 39.50	$ 7900.00
0008	98386	WOMEN'S LONG SLEEVE SHIRT WITH PATCHES ADD FOR X SIZE	200	EA	HS1403	$ 39.50	$ 7900.00

LINE ITEM DETAIL

SHERIFF DEPARTMENT UNIFORMS

GALVESTON COUNTY, TEXAS

BID #: B122022
OPEN: 05/08/2012
10:00 AM

VENDOR ID 705097 LONE STAR UNIFORMS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0009	98386	MEN'S TROUSERS - TRADITIONAL STYLE WITH HEM	200	EA	HS2146	$ 38.00	$ 7600.00
0010	98386	MEN'S TROUSERS - TRADITIONAL STYLE WITH HEM - ADD FOR X SIZE	200	EA	HS2146	$ 38.00	$ 7600.00
0011	98386	WOMEN'S FUNCTION FIT TROUSERS WITH HEM	200	EA	HS2478	$ 38.00	$ 7600.00
0012	98386	WOMEN'S FUNCTION FIT TROUSERS WITH HEM ADD FOR X SIZE	200	EA	HS2478	$ 38.00	$ 7600.00
0013	98386	MEN'S MULTI POCKET SPECIAL OP TROUSERS WITH HEM	200	EA	HS2349	$ 41.00	$ 8200.00
0014	98386	MEN'S MULTI POCKET SPECIAL OP TROUSERS WITH HEM - ADD FOR X SIZE	200	EA	HS2349	$ 41.00	$ 8200.00
0015	98386	REVERSIBLE JACKET WITH PATCHES	50	EA	7107/L	$ 160.00	$ 8000.00
0016	98386	REVERSIBLE JACKET WITH PATCHES ADD FOR X SIZE	10	EA	7107/L	$ 160.00	$ 1600.00

LINE ITEM DETAIL

SHERIFF DEPARTMENT UNIFORMS

GALVESTON COUNTY, TEXAS

BID #: B122022
OPEN: 05/08/2012
10:00 AM

VENDOR ID 705097 LONE STAR UNIFORMS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0017	98386	ALTERATIONS FOR REUTILIZED UNIFORMS LENGTHEN PANTS	1	EA	N/A	$ Ø	$ Ø
0018	98386	ALTERATIONS FOR REUTILIZED UNIFORMS CHANGE WAIST SIZE	1	EA	N/A	$ Ø	$ Ø
0019	98386	ALTERATIONS FOR REUTILIZED UNIFORMS SHIRT TAPER	1	EA	N/A	$ Ø	$ Ø
0020	98386	MEN'S SHORT SLEEVE SHIRT - CLASS B CORRECTIONAL WITH PATCHES	200	EA	182546	$ 43.00	$ 8600.00
0021	98386	MEN'S SHORT SLEEVE SHIRT - CLASS B CORRECTIONAL WITH PATCHES ADD FOR X SIZE	200	EA	182546	$ 43.00	$ 8600.00
0022	98386	REVERSIBLE RAINCOAT	50	EA	733	$ 155.00	$ 7750.00
0023	98386	REVERSIBLE RAINCOAT ADD FOR X SIZE	50	EA	733	$ 155.00	$ 7750.00

LINE ITEM DETAIL

SHERIFF DEPARTMENT UNIFORMS

GALVESTON COUNTY, TEXAS

BID #: B122022
OPEN: 05/08/2012
10:00 AM

VENDOR ID 705097 LONE STAR UNIFORMS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0024	98386	BREAK AWAY HIGH VISIBILITY SAFETY VEST	50	EA	PO ~~50.00~~ 3395	$ 50.00	$ 2500.00
0025	98386	BREAK AWAY HIGH VISIBILITY SAFETY VEST ADD FOR X SIZE	50	EA	3395	$ 50.00	$ 2500.00
0026	98386	B-SERIES BALLISTIC SYSTEMS LEVEL II MALE BII	20	EA	B-2 Black	$ 560.00	$ 11,200.00
0027	98386	B-SERIES BALLISTIC SYSTEMS LEVEL II MALE B11 ADD FOR X SIZE	20	EA	B-2 - Black	$ 560.00	$ 11,200.00

Extended Price Total of all Iten $ 176,100.00

AGENDA ITEM #12.e.

COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

June 19, 2013

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

Re: Bid #B122026, Asphalt, Oils and Emulsions

Gentlemen,

The contract associated with Bid #B122026, Asphalt, Oils and Emulsions scheduled for its first extension on August 19, 2013. The contracted vendor for this service is Cleveland Asphalt Products, Inc.

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

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

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: May 16, 2013

To: Rufus Crowder
Purchasing Agent

From: Layne Harding
Road Administrator

Re: **Bid #B122026 – Asphalt Oils and Emulsions**

In reference to the above bid for Asphalt Oils and Emulsions, I recommend a one year extension to Cleveland Asphalt Products, Inc.

Thank you.

LH/djs

CLEVELAND ASPHALT PRODUCTS
Emulsions & Cutback Asphalt • RAP Recyclers

Date: May 31, 2013

To: Rufus Crowder
Galveston County Purchasing Agent
722 Moody, 5th Floor, Galveston, Texas 77550

From: Craig Moore
V.P. of Sales

Re: Bid #B122026, Asphalt, Oils & Emulsions (Contract CM12165)

Cc: Darla McCullough

Administrative Coordinator

Dear Rufus

Cleveland Asphalt Products Inc. is willing to renew our current contract ***Bid #B122026, Asphalt, Oils & Emulsions (Contract CM12165)*** with Galveston County for another year with the same terms and conditions. We are looking forward to working with Galveston County this next year.

Sincerely

Craig Moore

V.P. of Sales

P.O. Box 1449 • US 59 North • Shepherd, TX 77371 • 1-800-334-0177 • Fax 936-628-6602

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: **CM12165**

Invitation to Bid Number: **B122026/ASPHALT OILS & EMULSIONS**

Term of Contract: **One (1) year with two (2) one (1) year extensions**

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating **August 18, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: **Cleveland Asphalt Products, Inc.**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Cleveland Asphalt Products, Inc
P.O.Box 1449
Shepherd, Texas 77371

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the effective 19th day of August, 2012.

Contractor:

Cleveland Asphalt Products, Inc
~~P.O.Box 1449~~
Shepherd, Texas 77371

By: Clayton Moore

Date: 7/9/12

Galveston County

By: Mark A. Henry, County Judge

Date: 7/24/12

Attest:

Dwight Sullivan, County Clerk

BID #: B122026
OPEN: 07/10/2012
2:00 PM

BID SHEET

ASPHALT OILS AND EMULSIONS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and to bid we submit the following:

LINE ITEM $ 74919.00

OPTIONS TO RENEW: 2 Extensions/1 Year Options

WITNESS

7/09 /12
DATE

Cleveland Asphalt Products, Inc
COMPANY NAME

Clayton Moore
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Clayton Moore
PRINTED NAME

Sales Representative
TITLE

Cleveland Asphalt Products, Inc
CORRESPONDENCE ADDRESS
P.O.BOx 1449,
Shepherd, Texas
CITY, STATE ZIP CODE

P.O.BOx 1449
REMIT ADDRESS

Shepherd, Texas 77371
CITY, STATE ZIP CODE

76-0244-02
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

800-334-0177
TELEPHONE NUMBER

936-628-6602
FAX NUMBER
Email: ccmcapco@msn.com

ADDENDUMS RECEIVED: 1 2 3

LINE ITEM DETAIL

ASPHALT OILS AND EMULSIONS

GALVESTON COUNTY, TEXAS

BID #: B122026
OPEN: 07/10/2012
2:00 PM

VENDOR ID 710180 CLEVELAND ASPHALT PRODUCTS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	74508	SS-1 F.O.B. SANTA FE	5000	GL		$ 2.1198***	$ 10599.00
0002	74508	DROP TANKER FEE-SANTA FE	1	EA		$ 750.00	$ 750.00
0003	74508	SS-1 F.O.B. DICKINSON	5000	GL		$ 2.1198***	$ 10599.00
0004	74508	DROP TANKER FEE-DICKINSON	1	EA		$ 750.00	$ 750.00
0005	74508	SS-1 F.O.B. BOLIVAR	5000	GL		$ 2.1198***	$ 10599.00
0006	74508	DROP TANKER FEE-BOLIVAR	1	EA		$ 750.00	$ 750.00
0007	74508	SS-1 F.O.B. PLANT SITE	1500	EA		$ 2.10	$ 3150.00
0008	74508	CRS-2 EMULSION F.O.B. SANTA FE	5000	GL		$ 2.1498***	$ 10749.00
0009	74508	DROP TANKER-SANTA FE	1	EA		$ 750.00	$ 750.00

*** All prices are quoted on 5000 gallons minimum delivery.Please call for smaller quantity prices.
DEMURRAGE CHARGE:$80.00 per hr after 2 free hrs.

LINE ITEM DETAIL

ASPHALT OILS AND EMULSIONS

GALVESTON COUNTY, TEXAS

BID #: B122026
OPEN: 07/10/2012
2:00 PM

VENDOR ID: 710180 CLEVELAND ASPHALT PRODUCTS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	74508	CRS-EMULSIONS F.O.B. DICKINSON	5000	GL		$ 2.1498 ***	$ 10749.00
0011	74508	DROP TANKER FEE-DICKINSON	1	EA		$ 750.00	$ 750.00
0012	74508	CRS-EMULSION F.O.B. BOLIVAR	5000	GL		$ 2.1498 ***	$ 10749.00
0013	74508	DROP TANKER FEE-BOLIVAR	1	EA		$ 750.00	$ 750.00
0014	74508	CRS-2 EMULSIONS F.O.B. PLANT SITE	1500	GL		$ 2.15	$ 3225.00

Extended Price Total of all Item $ 74919.00
Plus Demurrage charges listed below

*** All prices are based on 5000 gallons minimum delivery. Please call for smaller quantity prices for delivery. DEMURRAGE CHARGE:$80.00 per hr after 2 free hrs.

AGENDA ITEM #13.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

June 19, 2013

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

Re: Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented below and on the attached lists. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

- 1 Dishwasher
- 21 Televisions

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachment

McCullough, Darla

From: Beshears, Vickie
Sent: Wednesday, June 19, 2013 10:51 AM
To: McCullough, Darla
Subject: CC Agenda Request
Attachments: Scan001.PDF

Hello Darla,

Please place the items listed below on the next available Commissioner's Court agenda for approval to be properly disposed of.

Sheriff's Department
- 1 Dishwasher (does not complete cycle or heat properly)
- 21 Televisions (broken, no pictures, out of order)

Please let me know if you have any questions.

Regards,

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

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 5/21/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Corrections 5/21/13
Department No & Name Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: Kenmore Elite front loading clothes washer

Make: Kenmore Model: 110.45981400

Serial/VIN: CSR5116062 Year: ? Color: White

Reason for Disposal: Replaced with new product

Is this item in sound working condition? ____ Yes x No

If no, please describe. Will not complete wash cycle, does not heat properly

List exterior damage (dents, dings, scratches, etc.): Small amount of rust on lower front

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

VBoshears
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: ORION Model: 1334A

Serial/VIN: 536230720441 Year: 2003 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vicki Backus
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: SANYO Model: DS13390

Serial/VIN: BO2102512100012 Year: 2000 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: SANYO Model: DS13204

Serial/VIN: B5270303583921 Year: 2005 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: SANYO Model: DS13204

Serial/VIN: B52703035874383 Year: 2005 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: SANYO Model: DS13204

Serial/VIN: B5250303568174 Year: 2005 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Dashiam
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: SANYO Model: DS13204

Serial/VIN: B520303582542 Year: 2005 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: SANYO Model: DS13204

Serial/VIN: B4500303539999 Year: 2004 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Richard
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/13/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: SANYO Model: DS13204

Serial/VIN: B4490303539102 Year: 2004 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

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PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vicki Rashears
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 20' T.V.

Make: EMERSON Model: CR202EM9

Serial/VIN: TO6820017 Year: 2008 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

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PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Richards
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 27' T.V.

Make: PHILLIPS Model: 27PT9015D

Serial/VIN: YA1A0618013608 Year: 2006 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vicki Rashaw
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 27' T.V.

Make: ILO Model: CR202EM9

Serial/VIN: IWF2706 Year: 2006 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Pegleaw
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 27' T.V.

Make: RCA Model: 27F554T

Serial/VIN: A27E37TI Year: 2008 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

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PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vicki Deshaw
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/10/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: EMERSON Model: TC1375

Serial/VIN: 65330615169 Year: 1993 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

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PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Dashiell
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 13' T.V.

Make: MAGNOVOX Model: MC132DMG01

Serial/VIN: 75129192 Year: 2002 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

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PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Richardson
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 20' T.V.

Make: EMERSON Model: CR202EM8

Serial/VIN: TO4831775 Year: 2008 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

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PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Williams
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 20' T.V.

Make: MAGNOVOX Model: 20MT1331

Serial/VIN: DN1A0604204035 Year: 2006 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

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PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Dispeans
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 21' T.V.

Make: PHLCO Model: PMC21A

Serial/VIN: 4081513039 Year: 2004 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Beshears
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 20' T.V.

Make: EMERSON Model: CR202EM9

Serial/VIN: T09864310 Year: 2008 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Deshaw
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 20' T.V.

Make: RCA Model: CR202EM9

Serial/VIN: IO31E8F66 Year: 2008 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vicki Bisneau
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/18/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 20' T.V.

Make: SANYO Model: DS20930

Serial/VIN: IO31E8F66 Year: 1990 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vickie Bechtel
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

GENERAL ASSET PRE-AUCTION DISCLOSURE FORM

Date: 6/19/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: CORRECTIONS
Department No & Name

Authorized Signature

Re: Pre-auction disclosure

This item will be placed on public auction. Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 20' T.V.

Make: RCA Model: 20F14TD

Serial/VIN: 101EED26 Year: 2008 Color: GRAY

Reason for Disposal: OUT OF ORDER

Is this item in sound working condition? ____ Yes X No

If no, please describe. NO PICTURE

List exterior damage (dents, dings, scratches, etc.): _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/19/13
Date Form Processed

Vicki Desheen
Fixed Asset Property Manager

Form No. FA-07
10/09/2012

AGENDA ITEM #14.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

June 19, 2013

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

Re: Receive and Properly Dispose Court Ordered Items

Gentlemen,

As a result of Cause Number 12CV2857, the following equipment is requested to be filed into Galveston County inventory and transferred to the Galveston County Sheriff Office.

Furthermore, the Sheriff Office is requesting that these items be auctioned and the proceeds be deposited into the Sheriff Office seizure account.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachment

McCullough, Darla

From: Beshears, Vickie
Sent: Wednesday, June 19, 2013 10:53 AM
To: McCullough, Darla
Subject: CC Agenda Item
Attachments: Scan001.PDF

The items listed below are seized property awarded to the Sheriff's Department. Please place them on the next available Commissioner's Court agenda to be received and filed into inventory and then properly disposed of.

1 ea 1999 Freightliner Truck Tractor, VIN 1FUYDSEB6XP967848
1 ea 1997 Great Dane Refrigerated Tractor Trailer, VIN 1GRAA0622WS001910

Please note that the Sheriff's Department is requesting that the proceeds from the auction be deposited into their seizure account.

Please let me know if you have any questions.

Regards,

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

HENRY TROCHESSET
Sheriff
Galveston County

June 18, 2013

TO: Rufus Crowder, Purchasing Agent
Galveston County

RE: Seized Property - One 1999 Freightliner Truck Tractor, VIN 1FUYDSEB6X967848 and One 1999 Great Dane Refrigerated Tractor Trailer, VIN 1GRAA0622WS001910

On behalf of Sheriff Trochesset, we respectfully request the above seized property be received and filed in Galveston County inventory and then placed on auction.

Additionally, we request the proceeds from the auction be deposited into our seizure account (2242211124-3532001).

Should you have any questions regarding this matter, please feel free to contact me at x2330.

Captain Barry Cook, CID

Attachments: Award Letter
Order Granting Judgment

COUNTY of GALVESTON
Criminal District Attorney

JACK ROADY

Donna W. Cameron
First Assistant

Johnny J. Freeze
Chief Investigator

Zonia Wilturner-Smith
Chief Executive Officer

June 13, 2013

Galveston County Sheriff's Department
Captain Barry Cook, C.I.D.
Lt. Ron Hill, Property
601 54th Street
Galveston, Texas 77551

Re: The State of Texas vs. One 1999 Freightliner Truck Tractor, et al. (Daniel Cavazos and Juan Jose Baez); Cause Number 12CV2857; In the 122nd District Court of Galveston County, Texas

Dear Sir/Madam:

The property seized in this case has been ordered forfeited by the Court. Please disburse the property pursuant to our agreement.

1) One 1999 Freightliner Truck Tractor, VIN 1FUYDSEB6XP967848, TXLP 1A64143; and

2) One 1997 Great Dane Refrigerated Tractor Trailer, VIN 1GRAA0622WS001910, TXLP 018B471 to your agency.

Two certified copies of the order granting final judgment is enclosed, if you have any questions please contact me.

Sincerely,

Brent Haynes
Assistant Criminal District Attorney
600 59th Street, Suite 1001
409-770-6280 - Phone
409-765-3126 – Direct Fax
Brent. Haynes@co.galveston.tx.us

2013 APR 17 AM 10: 4 APR 16 2013

CAUSE NO. 12CV2857

THE STATE OF TEXAS

v.

ONE 1999 FREIGHTLINER TRUCK TRACTOR, ET AL

IN THE DISTRICT COURT OF GALVESTON COUNTY, TEXAS

DISTRICT CLERK GALVESTON COUNTY, TEXAS

122ND JUDICIAL DISTRICT

ORDER GRANTING FINAL DEFAULT JUDGMENT

The State of Texas' Motion for Final Default Judgment is **GRANTED.**

This is a contraband forfeiture action filed by the Galveston County Criminal District Attorney pursuant to Texas Code of Criminal Procedure Chapter 59. The Galveston County Criminal District Attorney, on behalf of the State, seeks to have the property found in the possession of **DAVID CAVAZOS** on or about **11/20/2012** in Galveston County, Texas and registered to **JUAN JOSE BAEZ** declared contraband and forfeited to the State. The record reflects that no answer has been filed or appearance made by **DAVID CAVAZOS** or **JUAN JOSE BAEZ**, the time allowed by law for doing so has expired, and there are no other interested parties in this cause.

The impounded property is:

1) **One 1999 Freightliner Truck Tractor, VIN 1FUYDSEB6XP967848, TXLP 1A64143; and**

2) **One 1997 Great Dane Refrigerated Tractor Trailer, VIN 1GRAA0622WS001910, TXLP 018B471.**

THE COURT FINDS that the said vehicles are contraband under Texas Code of Criminal Procedure Chapter 59.

12-CV-2857
DCDEJF
Default Judgment - Final
616931

IT IS, THEREFORE, ORDERED, that said property is forfeited to the State of Texas. Said property shall be administered by the Galveston County Criminal District Attorney pursuant to Texas Code of Criminal Procedure Article 59.06.

IT IS FURTHER ORDERED, pursuant to Texas Code of Criminal Procedure Article 59.06(f), that the Texas Department of Transportation, Motor Vehicle Division, and all other appropriate state agencies, shall issue good and sufficient title to said vehicles effective **11/20/2012**, such that will perfect title in the **GALVESTON COUNTY SHERIFF'S OFFICE** and any subsequent purchaser from said agency.

THIS JUDGMENT DISPOSES OF ALL CLAIMS AND PARTIES AND IS FINAL.

SIGNED on the 15 day of April, 2013.

John Ellison

JUDGE PRESIDING

I, John D. Kinard, District Clerk and Custodian of Records for District Courts of Galveston, County, Texas do hereby certify that the foregoing is a true and correct copy of the original record, now in my lawful custody and filed in this office on the 17 TH day of APRIL 2013 witness my official hand and seal of office this 21 ST day of MAY, 2013

JOHN D. KINARD, DISTRICT CLERK
Galveston County, Texas
By Brad Fullen Deputy

DISTRICT COURT ★ OF GALVESTON COUNTY, TEXAS ★

AGENDA ITEM #16.

:HARD A PATTERSON SR
18 4TH ST
TA FE, TX 77517-4184

1025

37-65/1119 3929
7836489141

5-28-13
Date

o the
r of Galveston County Department of Parks $ 500.00

e hundred dollars + 00/100 Dollars

Security Features Details on Back

Wells Fargo Bank, N.A.
Texas
wellsfargo.com

Jack Brooks Parks [redacted]

[redacted]

AGENDA ITEM #17.

COUNTY OF GALVESTON

On this the 25th day of June, 2013, the Commissioners' Court of the County of Galveston, 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, community corrections is an essential part of our justice system in the United States; and

Whereas, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

Whereas, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

Whereas, community corrections professionals are trained individuals who provide services and referrals for offenders; and

Whereas, community corrections professionals work in partnership with community agencies and groups; and

Whereas, community corrections professionals promote prevention, intervention and advocacy; and

Whereas, community corrections professionals provide services, support, and protection for victims; and

Whereas, community corrections professionals advocate community and restorative justice; and

Whereas, community corrections professionals are a true **Force for Positive Change** in their communities whose efforts should be publicly recognized.

Now, Therefore, Be It Resolved, that the **Commissioners' Court of Galveston County, Texas**, hereby proclaims the week of **July 21-27, 2013**, as **Pretrial, Probation, Parole Supervision Week** throughout all of Galveston County and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

Be it Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and that the originals herein be presented to **Ms. Janis Bane, Director Galveston County Community Supervision and Corrections Department and Mr. Brent Norris, Director Galveston County Juvenile Justice Department.**

Upon motion duly made and seconded, the above Resolution was unanimously passed on this the 25th 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 #18.

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

MEMORANDUM

Date: June 3, 2013

To: County Judge's Office
Agenda Coordinator

From: Layne Harding
Road Administrator

Re: **Inter-local Agreement – City of Santa Fe**

Please find attached an Inter-local Agreement between the County of Galveston and the City of Santa Fe for the County Road & Bridge Department to prime 2nd Street from Hwy 646 to Ave L in Santa Fe. The original Agreement has been signed by Joe Dickson, City Manager of Santa Fe, and will be delivered to your office. We are requesting the following item to be placed on the next scheduled Court Agenda.

Consideration and approval of an Inter-local Agreement between Galveston County and the City of Santa Fe, for the County Road & Bridge Department to prime 2nd Street from Hwy 646 to Ave L in Santa Fe.

If additional information is needed, please contact me at 409/789-2217.

Enclosures: Interlocal Agreement
Exhibit A

The State of Texas

County of Galveston

This Interlocal Cooperation Act Agreement is between the County of Galveston ("County"), and the City of Santa Fe ("Requesting Agency") a political subdivision of the State of Texas.

Requesting Agency is in need of having work performed by the County Road Department on various roads, parking lots and similar public works belonging to it located within its jurisdictional limits ("Project"). The estimated materials and equipment to be used and the estimated work to be performed is specified in Exhibit "A". Each separate road, parking lot, or similar public work will be a segment of the Project.

County is willing to perform the work upon the terms and conditions stated in this Agreement.

Requesting Agency has specified the work to be done and the materials to be used on the Project.

Now, Therefore, for and in consideration of the mutual covenants herein expressed, it is agreed as follows:

County agrees to furnish material, labor and equipment for the Project. The estimated cost is set forth in Exhibit "A". This estimated cost will be adjusted to reflect actual cost upon completion of each segment of the Project.

The material, labor and equipment provided by County will be available only at such times and for such periods of time as they are not needed for the maintenance of County roads or the

performance of other County functions or obligations.

County will provide supervisory personnel to direct its operations.

County has no obligation to provide or furnish Requesting Agency with any other materials, supplies or any other item necessary or desirable for the performance of the Project other than the material, labor and equipment specified in Exhibit "A".

County's determination of the times and periods of time that its personnel and equipment are needed for other duties and times and the periods of time that its personnel and equipment are available for use on the Project is final.

Requesting Agency will monitor County's work on each segment of the Project, point out any deficiency, if any, and request correction of such deficiency prior to County's completion of work on the applicable segment. County will make such corrections as are reasonably requested. County will not be responsible for any deficiency that is not noted and requested corrected by Requesting Agency prior to completion of its work on the segment.

Upon completion of each segment of the Project under construction, County's duties regarding such segment shall end.

Upon completion of the entire Project County will invoice Requesting Agency the actual cost of the materials, labor and equipment used. Alternatively, if there are a large number of segments to the Project County may opt to invoice Requesting Agency upon the completion of each segment. Requesting Agency will immediately issue a check to County in the amount specified for the completed Project or, in the case of segment invoicing, for the amount invoiced for the

completed segment.

Requesting Agency will be responsible for all future maintenance of each segment of the Project as may be needed or required.

No provision of this Agreement shall be construed to impose, create or increase any liability to any third party whatsoever. This Agreement shall not be construed to operate for the benefit of any third party.

The County will not be responsible for damages to property or for injuries to persons driving upon or otherwise using or occupying any part of the Project. The County will not be responsible for damages to property or injuries to persons that may arise from or be incident to the design, construction, maintenance and use of any such part of the Project. Rather, as between the County and Requesting Agency the Requesting Agency shall be so responsible.

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the within subject matter.

County will approve the Project by execution of this Agreement and by a Commissioners' Court Order as required by §791.014 of the Government Code.

Both parties agree that:

1. each party to the contract has authorized the contract;
2. each party to the contract is paying for the performance of the contract from current revenues;

3. each party is paying fair compensation for the services or products rendered; and

4. each party to the contract is authorized by law to perform the functions or services to be performed under the contract.

5. nothing in this Agreement shall be construed to be for the benefit of any third party.

Executed this _____ day of _____, _____.

County of Galveston

By: _____
Mark Henry
County Judge

Attest:

Dwight Sullivan
County Clerk

City of Santa Fe

By: _____
☒ City Manager ( ) Mayor ( ) Other

Attest:

Janet L Davis

Secretary, JANET L. DAVIS

Prime 2nd Street - off of Hwy 646 **Estimate - Exhibit A** 5/22/2013
1950 ft

Labor: Paving Work

Qty		Unit Cost	Seal Coat	Asphalt patch	Overlay		Total Cost
	Manager	$ 29.75					$ -
	PWS	$ 24.41					$ -
	HEO III	$ 18.61					$ -
	HEO II	$ 16.86					$ -
	HEO I	$ 16.05					$ -
					Sub-total		$ -

Labor: Base Work

Qty		Unit	Base Repair	Asphalt patch	Reconstruct Base	Recycle only	Total Cost
	Manager	$ 29.75					$ -
	PWS	$ 24.41					$ -
	HEO III	$ 18.61					$ -
1	HEO II	$ 16.86	2				$ 33.73
	HEO I	$ 16.05					$ -
					Sub-total		$ 33.73

Equipment:

Asphalt Equipment

1	Distributor	$ 25.00	1				$ 25.00
	Chip Spreader	$ 66.00					$ -
	Paver	$ 150.00					$ -
	Loader	$ 47.00					$ -
	Pnu - Roller	$ 33.00					$ -
	Steel Roller	$ 28.00					$ -
	Water Truck	$ 38.00					$ -
	Broom	$ 20.50					$ -
	Dump Truck	$ 43.00					$ -
							$ 25.00
					Discount		0.25
					Sub-total		6.25

Base Equipment

	Loader	$ 47.00					$ -
	Tex425C	$205.00					$ -
	Gradall	$ 85.00					$ -
	Pnu - Roller	$ 33.00					$ -
	Steel Roller	$ 28.00					$ -
	Water Truck	$ 38.00					$ -
	Pad Wheel Rollers	$ 28.00					$ -
	Maintainer 12'	$ 55.00					$ -
	Maintainer 10'	$ 40.00					$ -
	Dump truck	$ 43.00					$ -
							$ -
					Discount		0.25
					Sub-total		0.00

Materials:

	TREX bullets	5.78					0.00
	HMAC	51.25					0.00
250	SS-1	2.12					530.00
	CRS-2	2.15					0.00
	Trap rock	46.73					0.00
	9% Cement Cr.Concrete	26.66					0.00
					Sub-total		$ 530.00

Total **$ 569.98**

AGENDA ITEM #19.

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

MEMORANDUM

TO: The Honorable Mark Henry, County Judge
Commissioner Ryan Dennard, Precinct One
Commissioner Kevin O'Brien, Precinct Two
Commissioner Stephen Holmes, Precinct Three
Commissioner Ken Clark, Precinct Four

FROM: Layne Harding
Road Administrator

DATE: June 17, 2013

RE: **Agenda Item: Joint Funding Agreement with United States Geological Survey Water Resources Division**

Consideration and execution of FY 2014 Joint Funding Agreement with the United States Geological Survey for surface-water data collection activities during the period October 1, 2013 through September 30, 2014.

The surface water program includes the following:

Moses Lake – Galveston Bay – Texas City
Texas City Pump Station – Texas City
LaMarque Levee Pump Station – La Marque

If you need any other information, please contact me at 281/534-4152.

LH/djs

Attachments – 2 Original Agreements

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request:	6/17/13	**Department:**	Road & Bridge Department		
Renewal Contract:	yes	**Orgkey:**	2370296121	**Object Code:**	5481000
Contract Start Date:	10/1/2013	**Vendor:**	Department of the Interior - US Geological Survey		
Contract End Date:	9/30/2014	**Vendor No:**	42242	**Contract No:**	CM12242
Description:	Joint Funding Agreement for the program involving surface-water data collection for the period 10/1/13 - 9/30/14				
Contract # Issued By Purchasing:			**Requested Legal Review:**	**Yes** _____ **No** X	

Fund Name	**Fund #**	**FY12 $ Budget**	**FY12 $ Request**	**FY13 $ Request**	**FY14 $ Request**	**FY15 $ Request**	**FY15 $ Request**
Flood Control - Seawall Maintenance	2370	26,000	26,000	26,000	26,000		
Totals:		26,000	26,000	26,000	26,000	-	-

Total Cost: $25,270

Approved By:	**Date**	**Signature**
Department Head:	Layne Harding	Layne Harding
Purchasing Agent:		
County Legal:		

Contract listed in Budget Documentation (Yes/No)

County Budget Office:

Form Number:

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754-4501

June 13, 2013

Layne Harding
Road Administrator
Galveston County
5115 Highway 3
Dickinson, TX 77539

Dear Mr. Harding:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Texas Data Collection Program, during the period October 1, 2013, through September 30, 2014, in the amount of $25,270 cash from your agency. Please sign and return one fully-executed original to Karen Beers at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2013.** If for any reason the agreement cannot be signed and returned by the date shown above, please contact Michael Turco by phone number 936-271-5312, or email mjturco@usgs.gov, to make alternate arrangements.

This is a fixed cost agreement to be billed **quarterly** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number 817-263-9545 x225, or email at kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Michael Turco
Acting Director

Enc.: 14CMTX045000000 (2)

Agreement #: 14CMTX045000000
Customer #: TX045
Project #: SJ009ME
TIN #: 74-6000908
USGS DUNS #: 128821266

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigations

Fixed Cost Agreement Yes [X] No [ ]

THIS AGREEMENT is entered into as of the 1st day of October, 2013, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Galveston County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the Texas Data Collection Program, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a)	$0	by the party of the first part during the period October 01, 2013 to September 30, 2014
(b)	$25,270	by the party of the second part during the period October 01, 2013 to September 30, 2014

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered Quarterly . Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigations

Agreement #: 14CMTX045000000
Customer #: TX045
Project #: SJ009ME
TIN #: 74-6000908
USGS DUNS #: 128821266

USGS Technical Point of Contact

Name:	Michael Turco
	TX WSC Gulf Coast Program Office Chief
Address:	19241 David Memorial Drive, Suite 180
	Shenandoah, TX 77385
Telephone:	936-271-5312
Fax:	936-271-5399
Email:	mjturco@usgs.gov

Customer Technical Point of Contact

Name:	Layne Harding
	Road Administrator
Address:	5115 Highway 3
	Dickinson, TX 77539
Telephone:	281-534-4152
Fax:	409-765-3247
Email:	layne.harding@co.galveston.tx.us

USGS Billing Point of Contact

Name:	Kandis Becher
	Budget Analyst
Address:	2775 Altamesa Blvd.
	Fort Worth, TX 76133
Telephone:	817-263-9545 x225
Fax:	817-361-0459
Email:	kkbecher@usgs.gov

Customer Billing Point of Contact

Name:	Cliff Billingsley
	Auditor
Address:	P.O. Box 1418
	Galveston, TX 77553
Telephone:	409-770-5301
Fax:	409-770-5397
Email:	cliff.billingsley@co.galveston.tx.us

U.S. Geological Survey
United States
Department of the Interior

Signature

By_____ Date: 6/13/2013
Name: Michael Turco
Title: Acting Director

Galveston County

Signatures

By_____ Date: _____
Name: Mark Henry
Title: County Judge

By Layne Harding Date: 6/17/13
Name: Layne Harding
Title: Road Administrator

By_____ Date: _____
Name:
Title:

Attachment for TX045

USGS Station No.	Description	CODE	No Units.	Difficulty Factor	USGS Cooperative Water Program Funds	Galveston County Funds	TOTAL GROSS COST
001: SURFACE WATER PROGRAM							
08077650	Moses Lake-Galveston Bay nr Texas City, TX						
	Stage Station (two levels) with DCP	S2LVL	1	1.05	$0	$10,200	$10,200
08077658	Texas City Pump Station nr Texas City, TX						
	Stage Station (one levels) with DCP	S1LVL	1	0.75	$0	$5,550	$5,550
08077740	LaMarque Levee Pump Station nr LaMarque, TX						
	Stage Station (two levels) with DCP	S2LVL	1	0.90	$0	$8,800	$8,800
	Rain Gage Station	RSTAD	1	1.00	$0	$720	$720
	TOTAL SURFACE WATER:				$0	$25,270	$25,270

SUMMARY GALVESTON COUNTY FY 2014

Project	USGS Cooperative Water Program Funds	Galveston County Funds	TOTAL GROSS COST
SURFACE WATER: 001	$0	$25,270	$25,270
GRAND TOTALS:	**$0**	**$25,270**	**$25,270**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request:	6/17/13	**Department:**	Road & Bridge Department		
Renewal Contract:	yes	**Orgkey:**	2370296121	**Object Code:**	5481000
Contract Start Date:	10/1/2013	**Vendor:**	Department of the Interior - US Geological Survey		
Contract End Date:	9/30/2014	**Vendor No:**	0 42242	**Contract No:**	CM13238
Description:	Joint Funding Agreement for the program involving surface-water data collection for the period 10/1/13 - 9/30/14				
Contract # Issued By Purchasing:			**Requested Legal Review:**	Yes _____ No X	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Flood Control - Seawall Maintenance	2370	26,000	26,000	26,000	26,000		
Totals:		26,000	26,000	26,000	26,000	-	-

Total Cost: $25,270

Approved By:	**Date**	**Signature**
Department Head:	Layne Harding	Layne Harding
Purchasing Agent:	6-17-13	
County Legal:		

Contract listed in Budget Documentation (Yes/No)

County Budget Office: 6/18/2013

Form Number:

AGENDA ITEM #20.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 6-5-13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) / No
4. Department Name: Training	5. Department Contact: Lt. BK Roeburn	
6. Description: Annual Renewal with TCLEDDS		
7. IFAS PEID No: 703165	8. IFAS Req No: CR307836	9. Orgkey: 1101211160 / 10. Object Code: 5481000
11. Vendor: The Productivity Center, Inc.	12. Vendor Contract No:	
13. Requested Legal Review: Yes / (No) (Explain if No)	Annual Renewal For Database Usage	

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date:	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date:	Contract # Issued By Purchasing: CM 13227	

Approved By:	Signature	Date
Department Head:	Harry Lochhart	
Purchasing Agent:		6-7-2013
County Legal:		06/10/2013
Contract listed in Budget Documentation: Yes / No		
County Budget Office:		6/17/2013

Form Number:

Revised: 9/25/2012

THE PRODUCTIVITY CENTER, INC.
10850 Richmond Ave.
Suite 285
Houston, TX 77042
USA

Voice: 713-939-9777
Fax: 713-939-9099

INVOICE

Invoice Number: **GCSD36113**
Invoice Date: Jun 1, 2013
Page: 1

CR307836

Bill To:	Ship to:
Galveston Co. Sheriffs ATTN: LT. BETTY FREY 601 54th Street ; Suite 1113 Galveston, TX 77551	Galveston Co. Sheriffs ATTN: LT. BETTY FREY 601 54th Street ; Suite 1113 Galveston, TX 77551

Customer ID	Customer PO	Payment Terms	
GCSD003		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
			7/1/13

Quantity	Item	Description	Unit Price	Amount
1.00		AUG. 2013 - AUG. 2014 TCLEDDS RENEWAL	2,340.00	2,340.00
2.00		EXTRA STATE WIDE USER LICENSE AGREEMENT	60.00	120.00

Subtotal	2,460.00
Sales Tax	
Total Invoice Amount	2,460.00
Payment/Credit Applied	
TOTAL	**2,460.00**

Check/Credit Memo No:

AGENDA ITEM #24.

THE COUNTY OF GALVESTON

RIGHT OF WAY /
REAL ESTATE SERVICES
722 Moody, 1st Floor
Galveston, Texas 77550

June 11, 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 112 – F.M. 646
Limits: F.M. 1764 to S.H. 6

Gentlemen:

For your consideration, we are attaching deed covering Parcel 112 required for the captioned F.M. 646 Project. Parcel 112, owned by Ms. Tracy Geesing, consists of 1,430 square feet of land and improvements, appraised at a total of $6,667.00. 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 owner, Tracy Geesing, in the amount of $3,502.90 and to the lien holder, CitiMortgage, in the amount of $3,164.10, for a total of $6,667.00. 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

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.

Texas Department of Transportation
Form ROW-N-14
(Rev. 08/11)

DEED

STATE OF TEXAS	§	**ROW CSJ:** 0978-01-032
	§	**Parcel 112 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, TRACY GEESING, a single woman whose marital status has not changed since the award of this property in the Final Decree of Divorce and division of property as set forth herein Cause Number 10FD1192 entered in the 306th Judicial District Court of Galveston County, Texas, on July 16, 2010, 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 Six Thousand, Six Hundred and Sixty-Seven & No/100 Dollars ($6,667.00) 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: NONE

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.

N14

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 5 day of April, 2013.

Tracy Geesing

Tracy Geesing

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on this the 5 day of April, 2013, by Tracy Geesing.

NOTARY PUBLIC STATE OF TEXAS
DAVID RYAN KOCH
My Commission Expires
April 9, 2017

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 112

BEING a 0.033 of one acre (1,430 square feet) parcel of land located in the John Brennan Survey, Abstract No. 42, Galveston County, Texas, being a portion of Outlot 270 of Alta Loma Outlots of record in Volume 10, Page 21 of the Galveston County Map Records, Texas (G.C.M.R.) and being a portion of that certain calculated 0.783 acre tract of land conveyed to James M. Geesing and wife, Tracy Geesing by deed of record in County Clerk File No. 2001021156, Film Code No. 015-56-0901 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.O.R.P.G.C.); said 0.033 of one acre being more particularly described as follows:

COMMENCING at a 3/4-inch iron pipe found in the existing northerly right-of-way line of F Bar Drive (60 foot right-of-way) recorded in Volume 10, Page 59, G.C.M.R., being in the southerly line of said 0.783 acre tract, thence as follows;

THENCE, North 88°02'57" East, along the existing northerly right-of-way line of F Bar Drive, being the southerly line of said 0.783 acre tract, a distance of 150.41 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 = 3,214,021.40, Y = 13,707,070.14; **

1.) THENCE, North 01°56'53" West, along the proposed westerly right-of-way line of FM 646, at a distance of 110.39 feet passing a set 5/8-inch iron rod with aluminum cap stamped "TxDOT" ** marking Engineer's Station 25+00.00, and continuing a total distance of 145.15 feet to a 5/8-inch iron rod with an aluminum cap stamped "TxDOT" set in the northerly line of said 0.783 acre tract, being the southerly line of Lot 1, Block 10 of Triple Bar Estates of record in Volume 10, Page 59, G.C.M.R.;

2.) THENCE, North 88°01'24" East, along the northerly line of said 0.783 acre tract, being the southerly line of said Lot 1, a distance of 9.84 feet to a point in the existing westerly right-of-way line of FM 646 (80' right-of-way) recorded in Volume 735, Page 457, of the Galveston County Deed Records (G.C.D.R.), being the northeasterly corner of said 0.783 acre tract, same being the southeasterly corner of said Lot 1, from which a 1/2-inch iron rod found bears South 88°01' West, a distance of 0.16 feet;

3.) THENCE, South 01°57'35" East, along the existing westerly right-of-way line of FM 646, being the easterly line of said 0.783 acre tract, a distance of 145.16 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 F Bar Drive, being the southeasterly corner of said 0.783 acre tract, from which a 1/2-inch iron rod found bears South 48°38' West, a distance of 0.14 feet;

EXHIBIT A

4.) THENCE, South 88°02'57" West, along the existing northerly right-of-way line of F Bar Drive, being the southerly line of said 0.783 acre tract, a distance of 9.87 feet to the POINT OF BEGINNING and containing 0.033 of one acre (1,430 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 an 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 replace 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

STATE OF TEXAS REGISTERED 4968 PROFESSIONAL LAND SURVEYOR

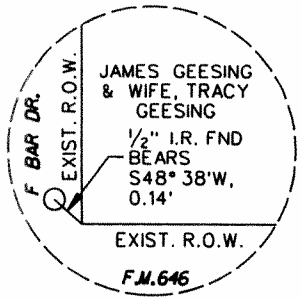
4-18-06

Exhibit "A"

LEGEND

- Set 5/8" IR w/TxDOT Alum. Cap
- Fnd. 5/8" IR w/TxDOT Alum. Cap
- Set 5/8" 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

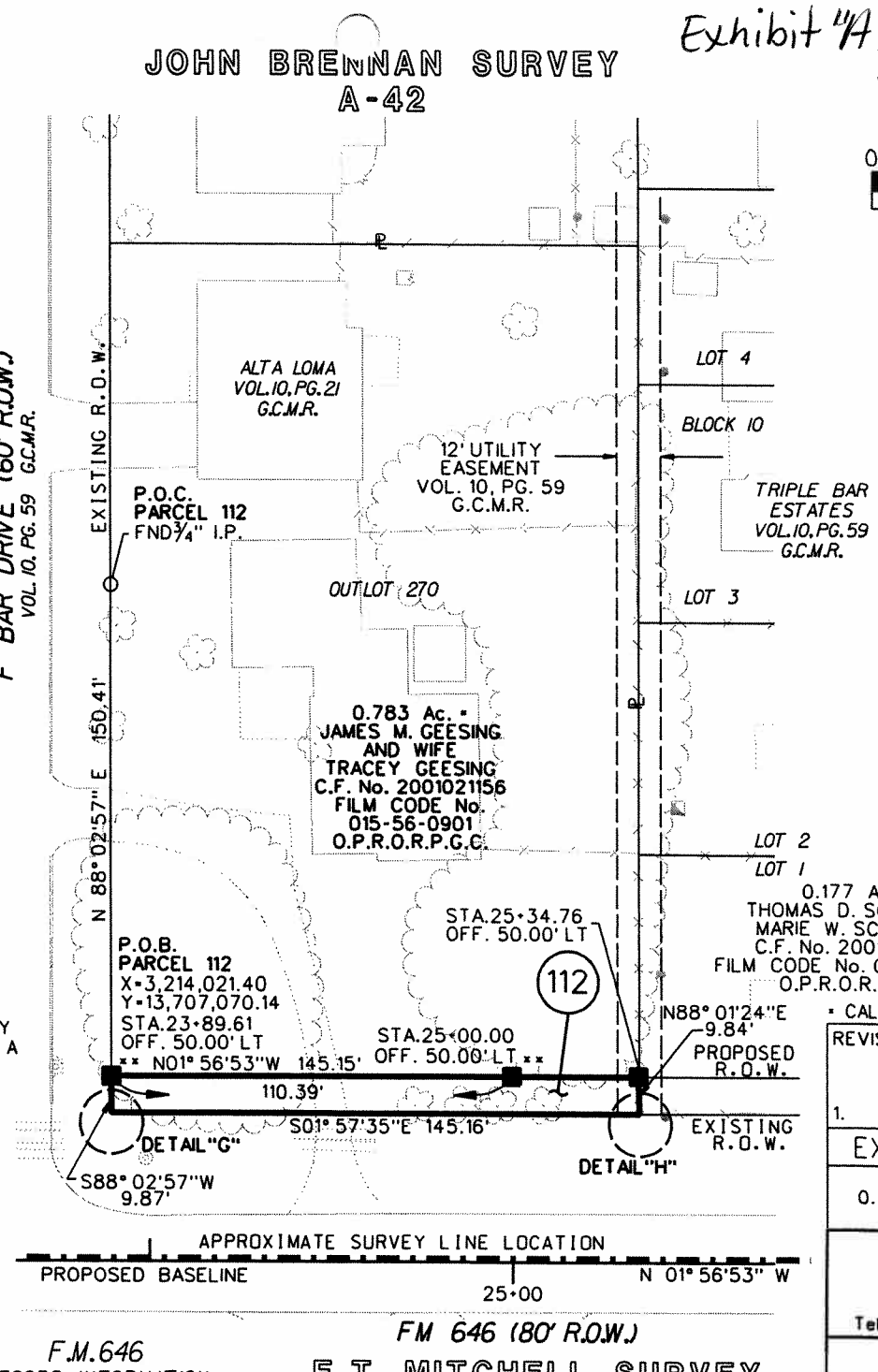


DETAIL "G"
N.T.S.

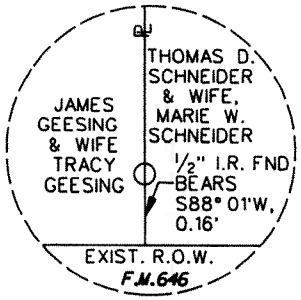
NOTES:

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.

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.



0 50 100
SCALE 1"=50'



DETAIL "H"
N.T.S.

STATE OF TEXAS REGISTERED MARK E. CHRUSZCZAK 4968 PROFESSIONAL LAND SURVEYOR

4-18-06

* CALCULATED AREA

REVISIONS:

1.

EXISTING	TAKING	REMAINING
0.783 Ac.	0.033Ac. 1,430 Sq. Ft.	0.750 Ac.

GeoSolutions, Ltd.
Tel. (281) 681-9766 Fax (281) 681-9779

PARCEL 112
FM 646
GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0978-01-032

DATE: APRIL 2006 SCALE 1"=50'

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

PARCEL 112
ACCOUNT NO. 8012-02-068

AGENDA ITEM #25.

COUNTY of GALVESTON
LEGAL DEPARTMENT

722 MOODY STREET 5TH FLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER
HARVEY BAZAMAN
DON GLYWASKY

BARRY WILLEY
MYRNA REINGOLD

June 14, 2013

Hon. Mark Henry
Hon. County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Claim for Damages
Claimant: Don Bette
Amount: $210.00
Date of Claim: 5/16/13

Gentlemen:

This is to inform you that a full and final settlement of the above referenced claim has been made.

The facts underlying this claim are that on or about the above referenced date claimant's fence gate was damaged by mowing equipment being operated by the Galveston County Road and Bridge Department while performing maintenance work in the area. The settlement amount of $210.00 represents the property damage as well as installation costs. There are no personal injury claims pending in this matter. The necessary release has already been executed.

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check. Should you have any questions, please call.

Sincerely,

Barry C. Willey

Barry C. Willey

BCW/mfa
cc: Mr. Layne Harding
Mr. Rufus Crowder, Purchasing Dept.
Mr. Mel Trammell, Finance and Administration

AGENDA ITEM #26.

GRANTS.GOV™

Grant Application Package

Opportunity Title:	Fiscal Year (FY) 2013 Port Security Grant Program (PSGP
Offering Agency:	Department of Homeland Security - FEMA
CFDA Number:	97.056
CFDA Description:	Port Security Grant Program
Opportunity Number:	DHS-13-GPD-056-000-01
Competition ID:	
Opportunity Open Date:	05/21/2013
Opportunity Close Date:	06/24/2013
Agency Contact:	Centralized Scheduling and Information Desk (CSID) askcsid@dhs.gov (800) 368-6498

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: GSO Marine Division ~~330X~~ 290X Defender Safe Boat

Select Forms to Complete

Mandatory

Application for Federal Assistance (SF-424)	**Complete**

Optional

☐ Attachments

Instructions

Show Instructions >>

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
[X] Preapplication	[X] New	
[ ] Application	[ ] Continuation	* Other (Specify):
[ ] Changed/Corrected Application	[ ] Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Galveston County

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
74-6000908	0815077090000

d. Address:

* Street1: 722 Moody
Street2:
* City: Galveston
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 77550-2317

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Cindy
Middle Name:
* Last Name: Pagan
Suffix:

Title: Grants Manager

Organizational Affiliation:

* Telephone Number: 4097705355
Fax Number: 4097662539

* Email: cynthia.pagan@co.galveston.tx.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Homeland Security - FEMA

11. Catalog of Federal Domestic Assistance Number:

97.056

CFDA Title:

Port Security Grant Program

*** 12. Funding Opportunity Number:**

DHS-13-GPD-056-000-01

* Title:

Fiscal Year (FY) 2013 Port Security Grant Program (PSGP)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Galveston Sheriff's Office Marine Division 330X Defender Safe Boat

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: US 14

b. Program/Project: US 14

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 09/01/2013

* b. End Date: 08/31/2015

18. Estimated Funding ($):

* a. Federal	296,690.17
* b. Applicant	98,896.72
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	395,586.89

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name: Mark

Middle Name:

* Last Name: Henry

Suffix:

* Title: County Judge

* Telephone Number: 4097662244

Fax Number: 4097652915

* Email: mark.henry@co.galveston.tx.us

* Signature of Authorized Representative: Completed by Grants.gov upon submission.

* Date Signed: Completed by Grants.gov upon submission.

AGENDA ITEM #27.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 6/17/2013	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: Yes / (No)
4. Department Name: Information Technology		5. Department Contact: JJ Allen	
6. Description: Support hours for SharePoint operations and maintenance.			
7. IFAS PEID No: 714542	8. IFAS Req No:	9. Orgkey: 1101159100	10. Object Code: 5481000
11. Vendor: Summit 7 Systems Inc		12. Vendor Contract No:	
13. Requested Legal Review: Yes / (No) (Explain if No) No, same support as previous hours bought.			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Services	5481000	754,300.00	25,000.00				
22. Totals:		754,300	25,000	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 06/25/13	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 06/24/14	Contract # Issued By Purchasing: CM13240	

Approved By:	Signature	Date
~~Department Head:~~	JJ Allen	6-17-13
Purchasing Agent:		6-18-13
County Legal:		
Contract listed in Budget Documentation: Yes / No		
County Budget Office:		6/18/2013

INFORMATION
TECHNOLOGY

5WH- ?

What: Summit 7 AnchorPoint Hours

Who: SharePoint

Where: Galveston County IT

When: June 25, 2013 (ASAP)

Why: Support for SharePoint operations and maintenance.

How:

Planned Costs:	*Item*	*Qty*	*Unit $*	*Total $*
	AnchorPoint Hours	**200**	**$125**	**$25,000**

Charge to: 5481000

Submitted by: Joseph Badger **Date: 6/17/13**

Approved by: _____ **Date:** _____
IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology
Call Report - Call Number 57586

Call Details as at 12:46:34 PM, 6/17/2013

Call Details

Type:	Request/Service		
Call Ref/Job Ref:	/	**Customer:**	Badger, Joseph
IPK Status:	Service Request	**Customer VIP Status:**	Unspecified
IPK Stream:	Default	**Telephone:**	409-765-2646
Service:	INFORMATION UPDATE	**Organization:**	Information Technology
Config Item:	SHAREPOINT	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Badger, Joseph
Call Priority:	Critical	**Current Officer:**	Michaels, Lauren
Call State:	Open	**Current Group:**	Administration
Call Status:	Forward to 2nd level support	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	

Call Description: Please find the attached documentation for purchasing additional AnchorPoint hours from Summit 7 Systems for SharePoint maintenance and operations.

Call Dates, Times and Expenses

Logged:	6/17/2013 11:47:44 AM	**Time Solving:**	0 hrs 8 mins	**Total Expenses:**	$0.00
Last Action:	6/17/2013 12:44:36 PM	**Downtime:**	0 hrs 59 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
AP 5WH_June2013.doc	6/17/2013 11:50:15 AM		Unspecified
Galveston County AnchorPoint 06-17-2013.pdf	6/17/2013 11:50:37 AM		Unspecified
eQuote - Supplemental AnchorPoint Support Hours.htm	6/17/2013 11:53:17 AM		Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
6/17/2013 11:47:44 AM	Badger, Joseph	N	Unspecified	[Object AP 5WH_June2013.doc Uploaded]
6/17/2013 11:47:44 AM	Badger, Joseph	N	Unspecified	[Object Galveston County AnchorPoint 06-17-2013.pdf Uploaded]
6/17/2013 11:47:44 AM	Badger, Joseph	N	Unspecified	[Object eQuote - Supplemental AnchorPoint Support Hours.htm Uploaded]
6/17/2013 11:53:25 AM	Badger, Joseph	N	Unspecified	[Call Updated]
6/17/2013 11:53:57 AM	Badger, Joseph	N	Unspecified	[Call Updated] [Priority changed from Low to Critical] [Forward to 2nd level support]
6/17/2013 11:54:50 AM	Badger, Joseph	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
6/17/2013 12:44:36 PM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]

eQuote

eQuote Number: 275

Payment Terms:
Expiration Date:07/07/2013

Quote Prepared For

Joseph Badger
Galveston County, Texas
722 21st Street
Galveston, TX 77550
USA
Phone:(409) 765-2646
Joseph.Badger@co.galveston.tx.us

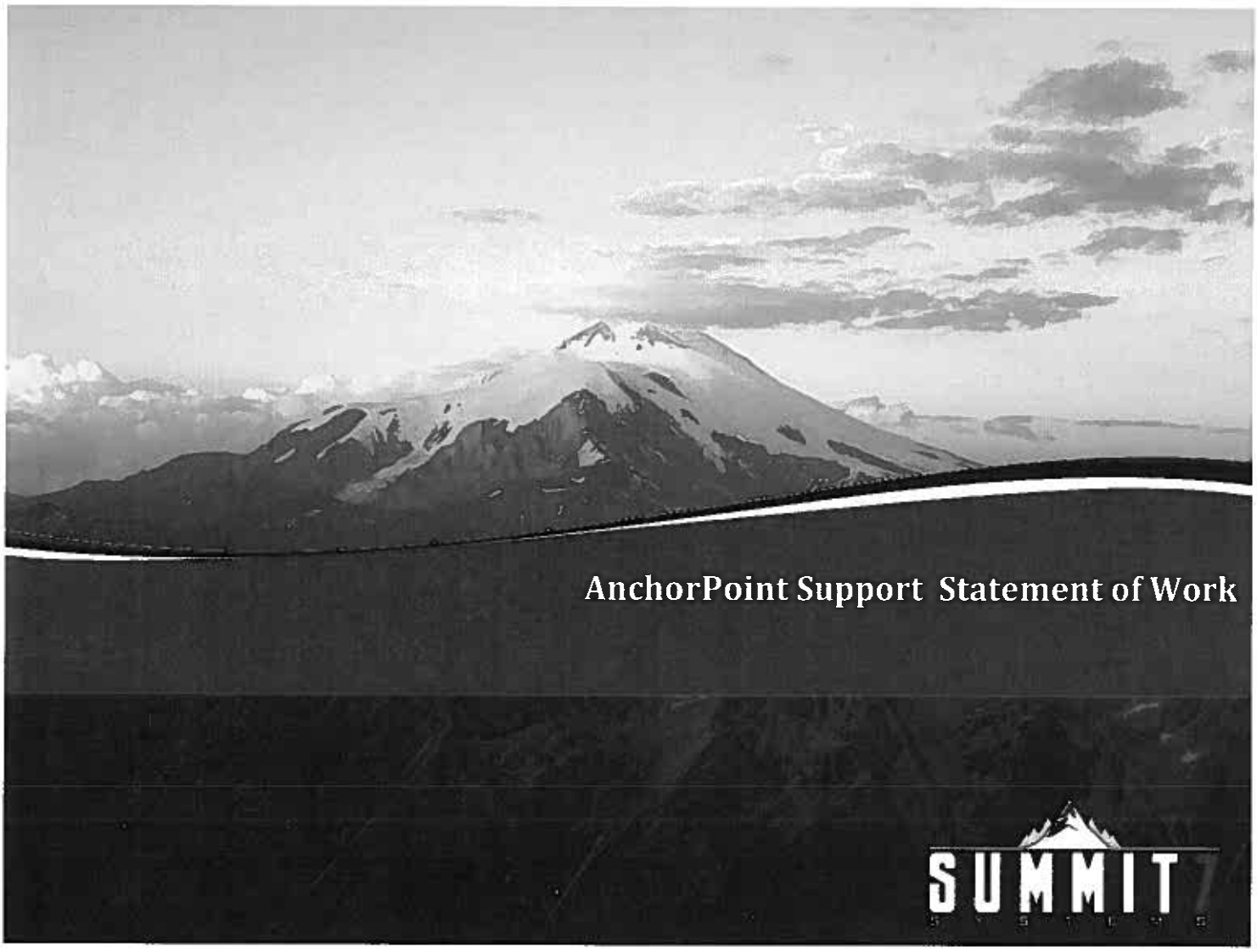
Quote Prepared By

Patrick Fleming
Summit 7 Systems
300 Voyager Way, Suite 300
Huntsville, AL 35806
USA
Phone:256-429-3349
Fax:
patrick.fleming@summit7systems.com

ITEM#	QUANTITY	ITEM NAME	UNIT PRICE	UNIT DISCOUNT	ADJUSTED UNIT PRICE	EXTENDED PRICE
One-Time Items						
1)	200	AnchorPoint Support AnchorPoint Support	$190.00	$65.00	$125.00	$25,000.00
					One-Time Total	**$25,000.00**
Comment:					**SubTotal**	**$25,000.00**
					Total	**$25,000.00**

Authorizing Signature _____

Date _____



Version 1.0
7 June 2013

Presented by:
Patrick Fleming

Summit 7 Systems, Inc.
300 Voyager Way, Suite 300
Huntsville, AL 35806
(256) 585-6868
www.summit7systems.com

Project Overview and Contact Information

Client Name	**Galveston County**
Client's Point of Contact	**Joseph Badger** **722 21st Street** **Galveston, TX 77550** **(P) (409) 765-2646** Joseph.Badger@co.galveston.tx.us
Project Name	AnchorPoint Remote Support
Engagement Duration	Not to exceed 200 hours, 12 Months from Date of Signing for AnchorPoint
Engagement Location	Remote
Summit 7 Systems Main Point of Contact	Patrick Fleming Patrick.fleming@summit7systems.com 256.426.8153 mobile 256.429.3349 office

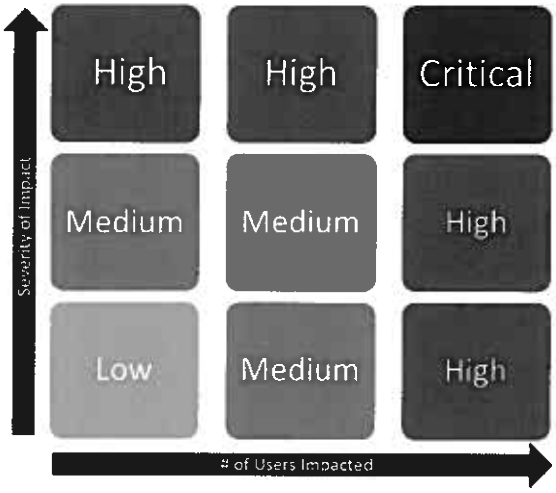
AnchorPoint Statement of Work

Summit 7 Systems will provide Operational and Maintenance support services to the Client.

1. Summit 7 Systems will provide support remote support via email, telephone, conference line or Live Meeting as requested.
2. Summit 7 Systems will provide escalation to Microsoft PSS if there is an issue or bug that the Summit 7 Systems AnchorPoint team cannot resolve. Summit 7 Systems will provide the Microsoft PSS call at **no charge** to the client.
3. This Statement of Work covers only items typically identified as Operations and Maintenance or day-to-day support. A listing of standard AnchorPoint tasks is listed at the bottom of the SoW for your convenience.
4. Client will submit all tickets through the customer portal located at this address:

   https://ww5.autotask.net/ClientPortal/Login.aspx?ci=500135

5. Client will choose an account administrator and that individual will be able to submit tickets on behalf of the client. Additionally, the administrator is encouraged to add appropriate individuals to the client portal to ensure that all necessary people have the ability to submit tickets.
6. Client will receive a monthly report of all ticket and support activity.
7. Client will receive a 10% discount on Professional Services projects during the life of this contract.
8. Ticket Criticality Chart



9. Below is a list of typical tasks that may be performed under AnchorPoint. The list is not exhaustive.

- Assist site administrators with day-to-day tasks
- Manage site hierarchies
- Create new libraries and lists
- Manage site permissions
- Change the look and feel (themes, web part addition/removal/connection).
- Troubleshoot user issues
- List and library Management
  - Create/Manage Send to connections
  - Create/Modify Views
  - Create/Manage workflows
  - Create/Manage site columns
- Access and permissions related troubleshooting
- Account management
- Server infrastructure health assessments
- Create and modify workflows using SharePoint Designer or 3rd party tools like Nintex
- Assist in patch and hotfix testing
- Involved in and aware of all planned downtime activities
- Manage site and site collection features
- Manage site workflows and workflow settings
- Recycle bin configuration
- Monitoring and review of Windows Server error logs (Application, System, Security)
- Monitoring and review of SharePoint Health logs
- Monitoring and review of SharePoint Search logs

- Server infrastructure health assessments
- SharePoint Server Farm health assessments
- Disk management (SQL and SharePoint)
- Database maintenance
  - Database backup
  - Database Index Maintenance
  - Disk Growth Management
  - Disk IO monitoring
- Mail notification and email alert issues
- Service Application creation/configuration
- Site collection creation/management
- Content database creation/management
- Alternate access mapping creation/modification
- SharePoint Server Services creation/configuration
- Web Application creation/configuration/management
- SharePoint timer job review
- Manage farm administrators group
- Configure service accounts
- Maintenance: hotfixes, patches, cumulative updates, service packs
- Backup/Restore testing
- Feature/solution deployment
- Support development and test environments
- 3rd party tool management, troubleshooting
- Add/remove servers from a SharePoint farm
- Managed MetaData/Term Store management
- Configure Managed Accounts
- Configure Password change settings
- InfoPath forms service configuration
- Manage data connections
- Configure/Manage reporting services
- Configure/manage content deployment
- Manage SharePoint Designer settings
- Content type creation/configuration

AnchorPoint Services Agreement

The Client hereby retains the Company to provide Operations and Maintenance support through AnchorPoint.

Payment to Company: The Company will be paid based on the Statement of Work and the attached quote. This is a Block Hours agreement not to exceed 520 hours. . The Company agrees to invoice the Client on a monthly basis. Client agrees to pay Company in accordance with the terms and provisions of the Texas Prompt Payment Act.

Support Contract Rates: The billing rate for this contract is variable based on the number of hours executed. *However, we have extended a significant discount of $25 per hour (to equal $125 per hour rate) to Galveston County per the supplied quote based upon previous professional services executed.*

20-519 Hours	$190 per hour
520 – 1039 Hours	$150 per hour (offered at $125 per hour to Galveston County)
1040 – 2079 Hours	$125 per hour
2080+ hours	$100 per hour

If there are remaining and unused hours at the end of the contract period, 50% of the remaining value may be "rescued" by signing a new 1 year contract at least 20 days from the end of the existing contract. Remaining value of the previous contract will be converted to hours based on the new contract rate.

Service Level Agreement: Summit 7 Systems will provide support to the client between the hours of 8:00 AM Central and 5:00 PM Central Monday through Friday. After Hours and Architect support is available 24x7, but will be charged at 1.5 multiplied by the time spent. Holiday support is available, but will be charged at 2 multiplied by the time spent.

Summit 7 Systems will provide the following incident response times. Response time is defined as time to initial contact, not time to incident resolution. Response time is calculated based on the timestamp indicated on the submitted ticket in the customer portal.

Low Priority: 8x5 with 8 business hour response time

Medium Priority: 8x5 with 4 business hour response time

High Priority: 8x5 with 2 business hour response time

Critical Priority*: 24x7 with 2 hour response time

*Critical Priority tickets are only available to those with Service Contract equal to or greater than 520 hours.

Hours for this contract expire 12 months from execution date of the agreement. Notifications of expiring hours will be provided to the account administrator at 30, 60 and 90 days from contract expiration.

Independent Contractor: Both the Client and the Company agree that the Company will act as an independent contractor in the performance of its duties under this contract and is not an employee, partner or agent of the Client. Accordingly, the Company shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Company's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business licenses fees as required.

Company has the right to perform services for others during the term of this Agreement. Company will furnish personal equipment and materials used to provide the services required by this Agreement, unless specified and agreed upon in written proposals. However, Company is never under any obligation to provide any software or any hardware to complete any duty under this Agreement unless specifically called out in the attached statement of work. Company will only work with fully licensed, legal copies of software. Refusal to work with licenses that are not in compliance with the software licensing agreement between the Client and the software manufacturer shall not constitute a breach of this contract.

Customer Satisfaction: In order to ensure long term customer satisfaction, Summit 7 Systems provides customer satisfaction surveys via email to our clients at the end of each engagement. These surveys are used to improve our customer response and sensitivity to the needs of our clients.

Change Management Process: Any changes to the agreed upon Statement of Work must be approved by both the Client and the Company Point of Contact listed above. Funding must be approved in writing by the Client's Commissioners' Court before work may commence on changes to the engagement.

Confidential Information: The Company agrees that any information received by the Company during any furtherance of the Company's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Client will be treated by the Company in full confidence and will be not be revealed to any other persons, firms or organizations without first obtaining the Client's written permission. Company shall not be restricted in using any material which is publicly available, already in Company's possession or known to Company without restriction, or which is rightfully obtained by Company from sources other than Client. Likewise, the Client agrees that any information received by the Company during the consulting engagement is for use within the Clients' organization.

Mitigation of Damages: Client shall be obligated to mitigate damages in the event damage results from the reliance upon services provided by Company that were unsatisfactory. As a component of such mitigation of damages, but not limited to, Client shall fully advise Company of the error, defect or negligent act of Company immediately after it is discovered. Company shall then be given the

opportunity to correct said error, defect or unsatisfactory act at no expense to Client. In the event the Company can demonstrate to Client's satisfaction that said error, defect or unsatisfactory act was not related to the performance of Company's services, including media or hardware failure, Client shall pay Company for its time as is provided herein. Company is not responsible for loss of revenue or damages which result from media or hardware failure or other catastrophic event outside the control of Company. In the event that said error, defect or unsatisfactory act is the responsibility of the Company and Company is unable to correct the error, defect or unsatisfactory act, the Company's total extent of liability to the Client shall not exceed the total amount paid Company under this AnchorPoint support Agreement.

Mediation to settle disputes: Client and Company agree to attend mediation in Galveston, Texas in good faith before employing litigation to settle any dispute. Both parties will equally share the cost of mediation.

Exclusive Agreement: This Agreement supersedes all prior contracts and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced. A modified statement of work agreeable to both parties may be attached to this proposal from time to time.

Severability: If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

Headings: The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

Applicable Law: This Agreement will be governed by the laws of the state of Texas, and venue shall be in Galveston County. The district court of the state of Texas shall have sole jurisdiction over any dispute which arises under this Agreement and for which mediation has been unsuccessful, and each of the parties shall submit and hereby consents to such court's exercise of jurisdiction. In any successful action to enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees and expenses incurred in such action.

Agreement: Both the Client and the Company agree to this Agreement.

Non-Assignable: This Agreement is non-assignable.

Cancellation Policy: The term of this Agreement is twelve (12) months. Company may invoice for up to one week of consultant time (i.e. 40 hours) if client cancels the engagement within 14 days of the first day of the contracted delivery date.

5 Day out Policy: The Client reserves the right to terminate this agreement at any time for any reason or for convenience upon five (5) days prior written notice to Company. If the Client terminates this agreement, Company will be paid only for the hours expended under this agreement up to the date of termination.

Acceptance and Authorization

In witness whereof, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Mark A. Henry	Patrick Fleming
County Judge	Vice President, Summit 7 Systems
Title	Title
	Patrick Fleming
Date	Date 6/17/2013

Attest:_____

Dwight D. Sullivan
County Clerk

AGENDA ITEM #28.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 6/14/2013	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: Yes (No)
4. Department Name: Information Technology		5. Department Contact: JJ Allen	
6. Description: Travel and Professional Services for the CDD Report Development for One Solution Project.			
7. IFAS PEID No: 715786	8. IFAS Req No:	9. Orgkey: 1101159100	10. Object Code: 5754100
11. Vendor: KoaHills Consulting		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
One Solution Upgrade (iFAS)	5754100	333,643.32	16,086.00				
22. Totals:		333,643	16,086	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 6/25/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 6/24/14	Contract # Issued By Purchasing: CM13 239	

DATES ARE NOT LISTED
so 1 yr from CC Date
was ESTABLISHED
DATE

Approved By:	Signature	Date
~~Department Head:~~		6-17-13 ~~3-16-13~~
Purchasing Agent:		6-18-2013
County Legal:		

Contract listed in Budget Documentation: Yes / No

County Budget Office: 6/18/2013

INFORMATION
TECHNOLOGY

5WH– ONE SOLUTION PROJECT – CDD REPORT DEVELOPMENT

What: One Solution Project – CDD Report Development

Who/Project: One Solution Project

Where: 16 hours Onsite @ Galveston County
64 hours remotely

When: July 2013

Why: This work was originally include as a part of the scope of work on the One Solution Project contract with Sungard PS (96 hrs @ $160 hr for a total of $15,360), however they cannot schedule a consultant to do this work until late August or September. The delay in this work being completed would have a negative effect on the project as a whole including a 2 month delay in the project time line. The new projected Production System Go Live would be between April and May impacting the FY 2015 budget calendar, as well as other offices processing schedules.

How Obtain service contract from KoaHills Consulting for report development.

Planned Costs:

Item	*Qty*	*Unit $*	*Total $*
Professional Services	80	$ 185.00	$14,800.00
Travel	1	$1,286.00	$1,286.00
		Total	$16,086.96

Notes: Only able to get 2 quotes due to proprietary nature of the software. KoaHills is a Consulting firm made of former SunGard staff now working with the approval of SunGard PS in order to assist SunGard PS financial clients with their financial software needs

Charge to: **1101151800 5754100**

Submitted by: Rebecca Galindo **Date:** 6/10/13
Requestor

Approved by: John Carley **Date:** 6/10/13
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.

KoaHills CONSULTING Project Quote

Prepared For: Ms. Rebecca Galindo
Galveston County
722 Moody Avenue
Galveston, TX 77550

Quote Date: June 9, 2013
Project Title: CDD Report Development

Professional Services			
Task Description	**Hours**	**Rate**	**Cost**
Consulting (CDD Report Writing)	80	$185	14,800
Total Professional Services			**$14,800**

Consultant Travel Estimate - 2 Days Onsite To Scope and Spec Reports	
Airfare	$500
Lodging	$450
Meals	$156
Rental Car	$180
Subtotal - Travel	**$1,286**

Total Estimated Cost of Project	**$16,086**

-NOTES-

- Professional Services are based on detailed tasks identified on the project plan and will be billed as incurred.
- Travel, meals, and lodging will be billed as incurred. Figures provided for budgetary purposes.
- Annual Support is optional. Please see attached description of Koa Hills Annual Support.
- Quote is valid for 90 days.

Signature _____

Print Name _____

Date _____

AGENDA ITEM #29.

McAfee Grant Letter for Tx-L Galveston County

Letter Status - Final

IMPORTANT - This Grant Letter provides authorization for your McAfee products and/or support services. **Please retain for your records.** Your grant number, noted below, will be requested prior to receiving Support services.

Grant Number: 5578865-NAI
Account Number: 2170326

SKU / Description	Quantity	License or Support Term / Support Level	MFG Serial Number / PRODUCT Serial Number	Status
PSMCDE-AB MFE Sec for MS SharePoint P:1 GL [P+]	2	MAY/24/12 -		Delivered
PSMYFM-AB MFE Sec for MS SharePoint 1Yr GL [P+]	2	MAY/24/12 - MAY/23/13 GOLD		Delivered

This Grant Letter provides you with confirmation of your purchase of McAfee products and/or support services, as well as a means of accessing both an electronic download of the licensed software products and support services.

This Grant Letter is incorporated into the license agreement and technical support agreement between McAfee and your organization.

The McAfee software is licensed under the terms of the McAfee End User License Agreement ("EULA") which accompanies the software and can be found under www.mcafee.com/eula unless a valid agreement for provision of software exists between you and McAfee.

The McAfee Technical Support and Maintenance Terms apply if you have purchased Support, unless you have entered into a valid support agreement with McAfee. Such terms can be found at http://www.mcafee.com/us/support/support_terms_n_conditions.html.

The McAfee Hosted Services and Software as a Service (SaaS) offerings are provided under the McAfee Software SaaS Agreement, unless you have entered into a valid agreement with McAfee for SaaS. The SaaS Agreement can be found at: http://www.mcafeeasap.com/sc/myaccount/NewUserLicAgreement_SaaS.aspx

IF YOU DO NOT AGREE TO THESE TERMS;

* DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE SOFTWARE OR SERVICE; AND
* DO NOT ACCESS OR USE THE SUPPORT SERVICES

PROMPTLY CONTACT MCAFEE CUSTOMER SERVICE WITH YOUR GRANT NUMBER. PLEASE USE THIS URL TO LOCATE YOUR LOCAL PHONE AND E-MAIL CONTACT.http://www.mcafee.com/us/about/contact-us.aspx

This letter and its contents are the Confidential Information of McAfee. Details of the McAfee legal entity, which has issued this Grant Letter, are in the End User License Agreement available at www.mcafee.com/eula.

License Confirmation

This information will provide you with the necessary product and order detail on the license(s)

MCAFEE PROTECT PLUS

Agreement: CM TECH DATA QT 0809456

Quantity: 00000002
Item #: A6060971
Mfg. Item #: PSMCDE-AB-AA
Product: VLA PORTALSHIELD EXTERNAL CONNECTION LICENSE WITH 1 YEAR MAINT

Order Date: 05/31/2012
Contract #: 220335
Order #: 103565582
Customer #: 105290724 (318159)
Purchase Order #: C208437

Denise Guess
TX-L GALVESTON COUNTY
INFO TECH
722 MOODY AVE FL 2
GALVESTON, TX 77550-2318

850 Asbury Drive
Buffalo Grove, IL 60089
800.248.2727

ASAP Software is a subsidiary of Dell, Inc. The licenses reflected in this certificate are subject to the provisions of the agreement and payment terms between the Purchaser and Dell (Seller). This certificate is not intended and does not act as a proof of payment of the licenses listed herein.

AGENDA ITEM #30.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 6/6/2013	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: (Yes) / No
4. Department Name: Information Technology		5. Department Contact: JJ Allen	
6. Description: Citrix Xendesktop 4 Platinum edition- 1x user device license			
7. IFAS PEID No: 401999	8. IFAS Req No: CR307507	9. Orgkey: 1101159100	10. Object Code: 5752006
11. Vendor: Tiger Direct		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
Server/Desktop Virtualixation	5752006	75.000.00	9,866.25				
22. Totals:		75,000	9,866	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 06/18/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 06/17/16	Contract # Issued By Purchasing: CM13232	

Approved By:	Signature	Date
~~Department Head:~~ Admin Coor	JJ Allen	6-6-13
Purchasing Agent:	[illegible]	6-12-13
County Legal:		
Contract listed in Budget Documentation: Yes / No		
County Budget Office:	[illegible]	6/12/2013

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 23-May-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 28-May-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
25	EA	LICENSES- CITRIX XENDT PLAT X1U/DEV W/SA;	244.31	6,107.75			
		ELECTRONIC DISTRIBUTION- NO MEDIA; MFG					
		NUMBER: MW2Z0000095					
25	EA	LICENSES- CITRIX XENDT PLAT X1U/DEV 2Y ADD	85.91	2,147.75			
		SA; ELECTRONIC DISTRIBUTION- NO MEDIA; MFG					
		NUMBER: EW2ZCXDPEADD2					
25	EA	LICENSES- CITRIX XENDT EASY PREM SUP 3Y;	64.43	1,610.75			
		ELECTRONIC DISTRIBUTION- NO MEDIA; MFG					
		NUMBER: 4006905-EZ					
		TOTAL		9,866.25			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 55796					
		FOR: CITRIX XENDESKTOP 4 PLATINUM EDITION-					
		1X USER DEVICE LICENSE					

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT

~~DHIT~~

ITSO _____Init/Date

Charge to a/c : 11011591005752006

CR#CR307507

Suggested Vendor : ~~BIDCON~~ Tiger Direct

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 401999

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH CITRIX XENDESKTOP 4 LICENSES

Who: Infrastructure Team

What: 25 **Citrix XenDesktop 4 Platinum Edition - x1 User Device License**

Where: Courthouse Datacenter

When: May28, 2013

Why: As the number of users currently utilizing the Citrix environment increases, the number of licenses need to be increased in order to accommodate our users.

How: Obtain quotes from vendor, issue purchase order.

Estimated costs: $10,551 for 25 licenses, including 2yr Subscription Advantage** and 3yr support.(see attached quote for details)

Charge to: _____5752006_____

Submitted by: _____**Claudia Perez**_____**Date:** ____**5/21/2013**_____

Approved by: _____**Date:** _____
IT Director / Assistant IT Director

**Subscription Advantage is only needed for 2 yrs since the license itself comes with 1 yr included.

infra enterprise

Galveston County Information Technology

Call Report - Call Number 55796

Call Details as at 1:10:16 PM, 5/22/2013

Call Details

Type:	Request		
Call Ref/Job Ref:	/	**Customer:**	Perez, Claudia
IPK Status:	Service Request	**Customer VIP Status:**	Unspecified
IPK Stream:	Default	**Telephone:**	409-770-6201
Service:	PURCHASE REQUEST	**Organization:**	Information Technology
Config Item:	CITRIX	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Perez, Claudia
Call Priority:	Low	**Current Officer:**	Allen, JJ
Call State:	Open	**Current Group:**	Administration
Call Status:	Undefined	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	
Call Description:	25 Citrix Licenses - See attached		

Call Dates, Times and Expenses

Logged:	5/21/2013 1:13:06 PM	**Time Solving:**	0 hrs 30 mins	**Total Expenses:**	$0.00
Last Action:	5/22/2013 1:08:34 PM	**Downtime:**	23 hrs 57 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
Citrix licenses 2013.docx	5/21/2013 1:14:51 PM	5wh	Unspecified
DLKM312.pdf	5/21/2013 1:15:01 PM	quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
5/21/2013 1:13:06 PM	Perez, Claudia	Y	Unspecified	[Object Citrix licenses 2013.docx Uploaded] 5wh
5/21/2013 1:13:06 PM	Perez, Claudia	Y	Unspecified	[Object DLKM312.pdf Uploaded] quote
5/21/2013 1:13:06 PM	Perez, Claudia	N	Unspecified	[Call Updated]
5/21/2013 1:15:15 PM	Perez, Claudia	N	Unspecified	[IPK rule Route calls from Service Desk over-ridden by Perez, Claudia]
5/21/2013 1:15:20 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
5/22/2013 1:08:34 PM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DLKM312	6524876	5/13/2013

BILL TO:
CLAUDIA PEREZ
722 MOODY STE 202

Accounts Payable
GALVESTON , TX 77550

Customer Phone #409.770.6201

SHIP TO:
GALVESTON COUNTY
Attention To: CLAUDIA PEREZ
722 MOODY STE 202

GALVESTON , TX 77550
Contact: CLAUDIA
PEREZ 409.770.6201

Customer P.O. # CITRIX 2 YEAR QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS FUCHS 866.339.4117	ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
25	1916129	CITRIX XENDT PLAT X1U/DEV W/SA Mfg#: MW2Z0000095 Contract: MARKET Electronic distribution - NO MEDIA	256.93	6,423.25
25	1922666	CITRIX XENDT PLAT X1U/DEV 2Y ADD SA Mfg#: EW2ZCXDPEADD2 Contract: MARKET Electronic distribution - NO MEDIA	94.35	2,358.75
25	2743075	CITRIX XENDT EASY PREM SUP 3Y Mfg#: 4006905-EZ Contract: MARKET Electronic distribution - NO MEDIA	70.76	1,769.00
		SUBTOTAL		10,551.00
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 10,551.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

Xerox WorkCentre 7345
Transmission Report

Date & Time : 05/23/2013 11:33 AM
Page : 1(Last Page)

Document has been sent.

Job Date & Time 05/23/2013 11:33 AM

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY
Deliver To : INFORMATION TECHNOLOGY
Date : 23-May-2013
Date Required : [redacted]

Quantity	Unit	Description	Unit Price	Total	VENDOR #1	#2	#3
25	EA	LICENSES- CITRIX XENDT PLAT X1U/DEV W/SA;					
		ELECTRONIC DISTRIBUTION- NO MEDIA; MFG					
		NUMBER: MW2Z0000095					
25	EA	LICENSES- CITRIX XENDT PLAT X1U/DEV 2Y ADD					
		SA; ELECTRONIC DISTRIBUTION- NO MEDIA; MFG					
		NUMBER: EW2ZCMDPEADD2					
25	EA	LICENSES- CITRIX XENDT EASY PREM SUP 3Y;					
		ELECTRONIC DISTRIBUTION- NO MEDIA; MFG					
		NUMBER: 4006905-EZ					
		TOTAL					
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 53796					
		FOR: CITRIX XENDESKTOP 4 PLATINUM EDITION-					
		1X USER DEVICE LICENSE					

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT
~~DHFF~~

ITSO _____ Init/Date

Charge to a/c : 11011591005752006

[redacted]

Suggested Vendor : BIDCON

Vendors Contacted:
#1
#2
#3

I have this date order the above material or services from Vendor Number :

Quotations obtained by:
☐ Sealed Bids
☐ Verbal Quotation

Contract
Agreed Price

Purchase Order No
Date ordered: _____ 20 ____

PURCHASING AGENT

Date & Time Sent	Recipient Information	Result
05/23/2013 11:33 AM	prodoc@co.galveston.tx.us	Completed
05/23/2013 11:33 AM	Erin.Quiroga@co.galveston.tx.us	Completed
05/23/2013 11:33 AM	IT-Admin@co.galveston.tx.us	Completed

Open Quotes

TigerDirect.com

Quote No: J4274646

Printed on 6/6/2013 9:08:57 AM

TigerDirect Inc.
P.O. Box 935313
Atlanta, GA 31193-5313
Sales Only: (888) 278-4437
Cust Serv: (800) 800-8300

Billing Information:

GALVESTON COUNTY IT DEPT
PO BOX 1418
ACCOUNTS PAYABLE
United States
GALVESTON, TX 77551
(409) 770-5391

Payment Method: **Purchase Order**
PO No: **PO Number has not been entered.**

Shipping Information:

Community Supervision
123 Rosenberg
United States
Galveston, TX 77550
(409) 770-5391

Ship Method: **Ground (2 to 6 days)**
Source Code: ZVH100

Sku	Description	Qty	Price	Ext Price	Rebate
YYI1-CC7963	EASY XENDESKTOP PLATINUM **MPN:** MW2Z0000095	25	$244.31	$6,107.75	$0.00
YYI1-CC8018	EASY 2YR XENDESKTOP PLATINUM **MPN:** EW2ZCXDPEADD2	25	$85.91	$2,147.75	$0.00
YYI1-NY2689	EASY 3YR PREMIER SUP XENDESKTOP **MPN:** 4006905-EZ	25	$64.43	$1,610.75	$0.00

Lease Payments as low as $273.39 /mo.**

****Click here for details.**

Quote Expires	7/3/2013 EST
Weight Total	0.00 (lb)
Product Total	$9,866.25
Shipping & Handling	$0.00
Account is Tax Exempt	$0.00
Quote Total	**$9,866.25**

Agent Contact
Alexander Tomsheck
(855) 890-4149
Alexander.Tomsheck@tigerdirect.com

Terms & Conditions

- Sales tax will be charged where applicable unless a tax-exempt certificate is on file.
- Special buy prices are subject to change without notice in the event the manufacturer/supplier raises the price. Prices are subject to change on any Instant Rebate item.
- This offer shall be valid for 1 day(s). Because of market volatility, memory & CPU pricing are only valid for the same day as quotation, unless otherwise stated on this quote.
- This offer is contingent on quantity restrictions and is subject to product availability.
- Original or faxed copy of the purchase order is required on all PO orders.
- A Return Authorization Number (RMA) is required on all returns. The RMA can only be issued within 30 days of the original ship date. We reserve the right to charge a 15% re-stocking fee where applicable.
- Returns of defective and mis-picked software and some hardware are limited to exchanges only. Some defective hardware covered by the manufacturer's warranty must be handled directly through the respective manufacturer.

CR307507

Pricing Proposal

Quotation #:	6704910
Description:	Citrix
Created On:	Jun-03-2013
Valid Until:	Jun-28-2013

GALVESTON CO

Erin Quiroga
722 MOODY 202
ATTN: ACCOUNTS PAYABLE
GALVESTON, TX 77550
United States
Phone: (409) 770-5391
Fax: (409) 766-2521
Email: Erin.Quiroga@co.galveston.tx.us

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Citrix XenDesktop Platinum Edition - License + Subscription Advantage - 1 user/device - Easy License - Win Citrix Systems - Part#: MW2Z0000095 **Note:** DIR-SDD-1009	25	$261.00	$6,525.00
2	Citrix XenDesktop Platinum Edition - Subscription Advantage (2 years) - 1 user/device - Easy License - Win Citrix Systems - Part#: EW2ZCXDPEADD2 **Note:** DIR-SDD-1009	25	$92.00	$2,300.00
3	Citrix Premier Support - Technical support - phone consulting - 3 years - 24x7 - for Citrix XenDesktop Platinum Edition - 1 user/device - Easy License Citrix Systems - Part#: 4006905-EZ **Note:** DIR-SDD-1009	25	$69.00	$1,725.00
			Total:	$10,550.00

Additional Comments

Good afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

Retrieve your quote:

https://www.shi.com/Quotes/Quoteinfo.aspx

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.

CR307507

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DLKM312	6524876	5/13/2013

BILL TO:
CLAUDIA PEREZ
722 MOODY STE 202

Accounts Payable
GALVESTON , TX 77550

Customer Phone #409.770.6201

SHIP TO:
GALVESTON COUNTY
Attention To: CLAUDIA PEREZ
722 MOODY STE 202

GALVESTON , TX 77550
Contact: CLAUDIA
PEREZ 409.770.6201

Customer P.O. # CITRIX 2 YEAR QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS FUCHS 866.339.4117	ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
25	1916129	CITRIX XENDT PLAT X1U/DEV W/SA Mfg#: MW2Z0000095 Contract: MARKET Electronic distribution - NO MEDIA	256.93	6,423.25
25	1922666	CITRIX XENDT PLAT X1U/DEV 2Y ADD SA Mfg#: EW2ZCXDPEADD2 Contract: MARKET Electronic distribution - NO MEDIA	94.35	2,358.75
25	2743075	CITRIX XENDT EASY PREM SUP 3Y Mfg#: 4006905-EZ Contract: MARKET Electronic distribution - NO MEDIA	70.76	1,769.00
		SUBTOTAL		10,551.00
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL $ 10,551.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312 705.8262

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

AGENDA ITEM #31.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 6/12/2013	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: (Yes) / No
4. Department Name: Information Technology		5. Department Contact: JJ Allen	
6. Description: Renewal for annual flat rate license subscription to accuring for Law Enforcement, Justice Admin, Probate Court, and County Law Enforcement Offices unlimited use. Standard Monthly Features Fee: $1,175.00. Schedule A term will be 12 months beginning 06/01/2013.			
7. IFAS PEID No: 705457	8. IFAS Req No: CR308039	9. Orgkey: 1101159100	10. Object Code: 5481000
11. Vendor: Accurint		12. Vendor Contract No: ~~CM12014~~	
13. Requested Legal Review: Yes / (No) (Explain if No) Contract renewal - Harvey Bazaman has already reviewed per JJ Allen.			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Serv	5481000	622,600	4700	9400			
22. Totals:		622,600	4,700	9,400	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 06/01/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 05/31/14	Contract # Issued By Purchasing: CM13231	

Approved By:	Signature	Date
Department Head:	JJ Allen	6-12-13
Purchasing Agent:		6-12-13
County Legal:		

Contract listed in Budget Documentation: Yes / No

County Budget Office:

Galveston County Sheriff's Office

Memorandum

To: Mr. Rufus Crowder, Purchasing Agent

From: Maj. R. Tuttoilmondo

Date: 05/21/2013

Re: Person & Asset Search Databases

A comparative review of three Person & Asset Search Databases was conducted, based on the following basic minimum deliverable criteria:

Person Searches – Ability to search by name (including wildcard searches), address, or other search parameters with or without identifying numbers (DOB, SSN, DL, etc.), returning available data on a person.

Asset Searches – Ability to search by identifying information on an asset and/or real property, using address, name, or other search parameters and returning available information about an asset and/or real property.

Data Associations – Ability to link disparate data sets based on name, address, or other identifying information and returning comprehensive reports containing available information from disparate data sets.

Telephone Data – Ability to search real-time directory assistance and available disparate data sets for telephone numbers, linking those numbers to a person or location.

Review of available information revealed three similar vendors meeting minimum criteria: Lexis-Nexis/Accurint, IRBSearch, and TLO Online Investigative Services

As the three vendors provide similar offerings, pricing structure tends to differentiate the three vendors. Lexis-Nexis Accurint provides a flat-rate pricing of $1175/month for unlimited users and unlimited transactions (with some limitations exclusive of basic deliverable criteria.) IRBSearch provides for unlimited users but offers only per-transaction pricing. Based on 5,000 to 10,000 typical transactions per month, monthly billing may exceed $2300 for comprehensive searches alone. TLO offers two pricing structures – a per seat unlimited transaction for $70/user (estimated 200 users, $1400/month), or a flat-rate price of $1600/month for unlimited users.

Based on pricing offered, I recommend utilizing Accurint to fill our needs for Person & Asset Search database services.

LexisNexis

SCHEDULE A

Accurint for Law Enforcement
(Subscription)

Agency (Customer) Name:	**Galveston County, for and behalf of it's Sheriff's Office – Criminal Investigations formerly known as "Galveston County Sheriff's Office"**
Billgroup #:	**1248491**
LN Account Manager:	**Jackie Koski**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Law Enforcement services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning 06/01/2013 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term") on such terms and provisions as the parties agree upon at the time of each 12 month renewal. If no terms can be agreed upon, the Agreement shall terminate. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 Fees: The following table (the "Price Table") describes the agreed upon fees (the "Fees"):

PRICE TABLE		
Standard Features Fee:		**$1175.00**
Premium Features:	Real Time Phone Search	**$0.00**
Total Monthly Minimum Amount:		**$1,175.00**

All of the searches and reports included in the Price Schedule are referred to as the "Features". The Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. At the end of each twelve-month period User Fees will be increased 3%
2.2 Transactional Fees: Unless otherwise selected in the Price Table, the following Features shall be charged a transactional fee (the "Transactional Fees") as specified in the attached Price Schedule: American Board of Medical Specialties Search, Bankruptcy Documents, Canadian Phones, Comprehensive Healthcare Business Report, Comprehensive Healthcare Provider Report, Court Search Wizard, D&B Search, DE Corp Search and Report, Email Search, MVR Reports, National Motor Vehicle Accident Search & Report, News Searches, Online Batch Services, Phones Plus, Property Deed Image, Provider Sanction Search and Report, Provider Search and Report, Real Time MVR, Real Time Person Search, Real Time Phone Search, Virtual Identity Search & Report, and XML. Features with Transactional Fees will be disabled when account is set up. Please contact your account manager at any point to have these features with Transactional Fees enabled.
2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 06/30/2013.

4. CONFIDENTIAL INFORMATION
This agreement is subject to the terms and provisions of what is commonly referred to as the Texas Public Information Act.
AGREED TO AND ACCEPTED BY: Galveston County

Signed: _____

Name: Mark Henry_____

Title: County Judge_____

Date: _____

Attest:

_____
Dwight D. Sullivan
County Clerk

Accurint for Law Enforcement

(Plan 44)
Updated 11/30/2012

(Pricing is per hit unless otherwise indicated)

PRICE SCHEDULE (Subscription)	
FEATURE	**PRICE**
ADVANCED PERSON SEARCH	**Standard Feature**
AMERICAN BOARD OF MEDICAL SPECIALTIES SEARCH	**$5.00**
ASSOCIATES ("NEXT STEPS")	**Standard Feature**
BANKRUPTCY SEARCH (Charged per search)	**Standard Feature**
Bankruptcy Report	**Standard Feature**
Bankruptcy Dockets ($0.50 for first 5 pages & $0.20 per page thereafter)	**$0.50**
Bankruptcy Documents (per page, up to max charge of $6 per document)	**$0.20**
BANKRUPTCIES, LIENS & JUDGMENTS SEARCH (Charged per search)	**Standard Feature**
BASIC LOOKUP SEARCH (Directory Assistance)	**Standard Feature**
BOOLEAN SEARCH	**Standard Feature**
BUSINESS CREDIT SEARCH	**Standard Feature**
Business Credit Report	**Standard Feature**
BUSINESS SEARCH	**Standard Feature**
BUSINESSES IN THE NEWS SEARCH (Not discounted)	**$5.00**
CANADIAN PHONES	**$0.40**
CASE AUDIT COMPLIANCE	**$0.00**
CASE CONNECT DECONFLICTION ALERTS	**$0.00**
CIVIL COURTS SEARCH (Report Included) (Charged per search)	**Standard Feature**
CLIA SEARCH	**Standard Feature**
CONCEALED WEAPONS PERMIT SEARCH	**Standard Feature**
CORPORATION FILINGS SEARCH (Report included except in Delaware)	**Standard Feature**
COURT SEARCH WIZARD (Additional fees may apply; orders are non-refundable) (not discounted)	
County Civil Lower & Upper Court - 7 Year	**$35.00**
County Civil Lower & Upper Court - 10 Year	**$40.00**
County Criminal - 7 Year	**$25.00**
County Criminal - 10 Year	**$30.00**
Federal Division Civil - 7 Year	**$16.00**
Federal Division Civil - 10 Year	**$25.00**
Federal Division Criminal - 7 Year	**$16.00**
Federal Division Criminal - 10 Year	**$25.00**
Statewide Criminal	**$24.00**
CRIMINAL RECORDS SEARCH (Charged per search)	**Standard Feature**
Criminal Records Report	**Standard Feature**
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	**Standard Feature**
DEATH RECORDS SEARCH (Charged per search)	**Standard Feature**
Death Records Report	**Standard Feature**
DELAWARE CORPORATION SEARCH (Not discounted)	**$1.00**
Delaware Corporation Report (Not discounted)	**$11.00**
DRIVER LICENSES SEARCH	**Standard Feature**
DUN & BRADSTREET (D&B) SEARCH	**$0.25**
Dun & Bradstreet (D&B) Report (Not discounted)	**Standard Feature**

E-MAIL SEARCH	**$0.40**
FAA AIRCRAFT SEARCH (Report Included)	**Standard Feature**
FAA PILOT SEARCH (Report Included)	**Standard Feature**
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	**Standard Feature**
FEDERAL EMPLOYER ID NUMBERS (FEIN)	**Standard Feature**
FICTITIOUS BUSINESS NAME SEARCH	**Standard Feature**
FORECLOSURES SEARCH (Report Included)	**Standard Feature**
HUNTING/FISHING LICENSE SEARCH	**Standard Feature**
INTERNET DOMAIN NAME SEARCH	**Standard Feature**
LIENS & JUDGMENTS SEARCH (Charged per search)	**Standard Feature**
Liens & Judgments Report	**Standard Feature**
MARRIAGES/DIVORCES SEARCH	**Standard Feature**
MEXICO PROFESSIONAL CERTIFICATION SEARCH (Charged per search)(Not discounted)	**$1.00**
MEXICO DOCKET SEARCH (Charged per search) (Not discounted)	**$1.00**
MOTOR VEHICLES SEARCH	**Standard Feature**
Motor Vehicles Report	**Standard Feature**
MVR REPORTS (DRIVING RECORDS) (Charged per search) (Not discounted)	
Alabama 3-year	**$12.00**
Delaware	**$21.50**
Florida 3-year	**$7.15**
Florida 7-year	**$8.15**
Illinois	**$17.00**
Indiana 7-year	**$11.00**
Iowa	**$13.50**
Kansas	**$11.50**
Maine 3-year	**$12.00**
Minnesota 5-year	**$7.50**
Mississippi 3-year	**$16.00**
Nebraska 5-year	**$8.00**
North Carolina 7-year	**$13.00**
Rhode Island 3-year	**$23.00**
South Carolina 3-year	**$12.25**
Tennessee 5-year	**$12.00**
Utah 3-year	**$12.25**
Vermont 3-year	**$18.00**
West Virginia 7-year	**$10.00**
MVR WILDCARD SEARCH	**Standard Feature**
NATIONAL MOTOR VEHICLE ACCIDENT SEARCH & REPORT (Not discounted)	**$3.00**
NATIONAL UCC FILINGS SEARCH (Report Included)	**Standard Feature**
NEIGHBORS ("NEXT STEPS") (Not discounted)	**Standard Feature**
NPI SEARCH	**Standard Feature**
NPI Report	**Standard Feature**
OFFICIAL RECORDS SEARCH (Report Included)	**Standard Feature**
PATRIOT ACT SEARCH (Charged per search)	**Standard Feature**
PEOPLE AT WORK SEARCH	**Standard Feature**
PEOPLE IN THE NEWS SEARCH (Not discounted)	**$5.00**
PERSON ALERTS MONITORING (Monthly Monitoring Transactions Per Acct.) (Alerts charged at regular price)	
1 - 50	**Standard Feature**

51 - 250	**Standard Feature**
251 - 500	**Standard Feature**
501 - 1,000	**Standard Feature**
1,001 - 5,000	**Standard Feature**
5,001 - 25,000	**Standard Feature**
25,001 - 100,000	**Standard Feature**
PERSON SEARCH	**Standard Feature**
PHONES PLUS SEARCH	**$0.50**
PROFESSIONAL LICENSES SEARCH (Charged per search)	**Standard Feature**
PROPERTY ASSESSMENTS SEARCH	**Standard Feature**
Property Assessments Report	**Standard Feature**
PROPERTY DEEDS SEARCH	**Standard Feature**
Property Deeds Report (excluding Deed Image)	**Standard Feature**
Property Deeds Image (addl charge when ordered within Property Reports) (Not discounted)	**$8.00**
PROPERTY SEARCH (Property Assessments, Deeds & Mortgages)	**Standard Feature**
Property Report (Property Assessments, Deeds & Mortgages excluding Deed Image)	**$2.00**
PROVIDER SEARCH	**$0.25**
Provider Report	**$5.00**
PROVIDER SANCTION SEARCH (Charged per search)	**$0.25**
Provider Sanction Report	**$5.00**
REAL TIME MOTOR VEHICLE REGISTRATIONS (Charged per search)	**$3.50**
REAL TIME PERSON SEARCH (Charged per search)	**$3.50**
REAL TIME PHONE SEARCH	**$0.50**
RELATIVES ("NEXT STEPS")	**Standard Feature**
RELATIVES, NEIGHBORS & ASSOCIATES ("NEXT STEPS")	**Standard Feature**
RELAVINT VISUAL LINK ANALYSIS (Per Diagram) (Not discounted)	**Standard Feature**
REVERSE LOOKUP SEARCH (Reverse Directory)	**Standard Feature**
SATELLITE IMAGE SEARCH	**$0.00**
SEXUAL OFFENDERS SEARCH (Report Included) (Charged per search)	**Standard Feature**
VIRTUAL IDENTITY SEARCH & REPORT	**$2.00**
VOTER REGISTRATION SEARCH	**Standard Feature**
WATERCRAFT SEARCH	**Standard Feature**
Watercraft Report	**Standard Feature**
WORKPLACE LOCATOR (Not discounted)	**$3.50**
REPORTS	
ASSET REPORT: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	**Standard Feature**
AUTOMATED VALUATION MODEL (AVM) REPORT	**Standard Feature**
BUSINESS LINK REPORT	**Standard Feature**
COMPREHENSIVE REPORT (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, National Motor Vehicle Accident Search & Report, Hunting / Fishing Permits, Liens & Judgments, Neighbors, People at Work, Phones Plus, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	**Standard Feature**
FINDER REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	**Standard Feature**

SUMMARY REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	**Standard Feature**
COMPREHENSIVE ADDRESS REPORT (Base Report Features: Current and Previous Residents and Phones at Address)	**Standard Feature**
Additional Report Options:	
Bankruptcy (Charged per search)	**Standard Feature**
Businesses at Address	**Standard Feature**
Concealed Weapons Permit Search	**Standard Feature**
Criminal Records Search (Charged per search)	**Standard Feature**
Criminal Records Report	**Standard Feature**
Driver Licenses at Address	**Standard Feature**
Hunting/Fishing License Search	**Standard Feature**
Liens and Judgments (Charged per search)	**Standard Feature**
Motor Vehicles Registered at Address	**Standard Feature**
Neighborhood Profile (2000 Census)	**Standard Feature**
Neighbors at Address	**Standard Feature**
Property Ownership Current / Previous	**Standard Feature**
Sexual Offenders Search (Report Included) (Charged per search)	**Standard Feature**
COMPREHENSIVE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)	**Standard Feature**
Additional Report Options:	
Associated Businesses	**Standard Feature**
Associated People	**Standard Feature**
Bankruptcy (Charged per search)	**Standard Feature**
Business Registrations	**Standard Feature**
Corporation Filings	**Standard Feature**
Dun & Bradstreet Records (Not Discounted)	**$3.75**
FAA Aircraft	**Standard Feature**
Internet Domain Names	**Standard Feature**
IRS 5500	**Standard Feature**
Liens and Judgments (Charged per search)	**Standard Feature**
Motor Vehicles	**Standard Feature**
Properties	**Standard Feature**
UCC Filings	**Standard Feature**
Watercraft	**Standard Feature**
CUSTOM COMPREHENSIVE REPORT (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	**Standard Feature**
Additional Report Options:	
Associates	**Standard Feature**
Bankruptcy (Charged per search)	**Standard Feature**
Criminal Records (Charged per search)	**Standard Feature**
DEA Controlled Substances License Search	**Standard Feature**
Driver Licenses Information	**Standard Feature**
Federal Firearms & Explosives License Search	**Standard Feature**
Liens and Judgments (Charged per search)	**Standard Feature**
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	**Standard Feature**
National Motor Vehicle Accident Search & Report	**$3.00**
Neighborhood Profile (2000 Census)	**Standard Feature**

Neighbors (Up to 6 Neighbors at 10 Different Addresses)	**Standard Feature**
People at Work	**Standard Feature**
Phones Plus	**$0.50**
Professional Licenses (Charged per search)	**Standard Feature**
Properties	**Standard Feature**
Relatives (Per Degree of Separation; Up to 3 Degrees)	**Standard Feature**
Sexual Offenses (Charged per search)	**Standard Feature**
Supplemental Data Sources (Charged per search)	**Standard Feature**
UCC Filings	**Standard Feature**
FLAT RATE COMPREHENSIVE HEALTHCARE BUSINESS REPORT (includes Base Report Features and Additional Report Options listed below)	**$10.00**
COMPREHENSIVE HEALTHCARE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	**$0.50**
Additional Report Options:	
Associated Businesses	**$1.00**
Associated People	**$1.00**
Bankruptcy (Charged per search)	**$1.00**
Business Phone Matches	**$0.25**
Business Registrations	**$0.25**
Corporation Filings	**$1.00**
Dun & Bradstreet Records (Not Discounted)	**$3.75**
FAA Aircraft	**$0.25**
Internet Domain Names	**$0.25**
IRS 5500	**$1.00**
Liens and Judgments (Charged per search)	**$0.25**
Motor Vehicles	**$0.75**
Properties	**$1.00**
Sanctions	**$0.50**
UCC Filings	**$0.50**
Verification	**$0.75**
Watercraft	**$1.00**
FLAT RATE COMPREHENSIVE HEALTHCARE PROVIDER REPORT (includes Base Report Features and Additional Report Options listed below)	**$6.00**
COMPREHENSIVE HEALTHCARE PROVIDER REPORT (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	**$0.50**
Additional Report Options:	
Additional Deceased Data Sources	**$0.00**
Associates	**$0.00**
Bankruptcy (Charged per search) (Not discounted)	**$0.25**
Business Address Summary	**$0.25**
Business Affiliations	**$0.50**
Business Phone Matches	**$0.25**
DEA Licenses	**$0.25**
Degrees	**$0.00**
Education	**$0.50**
Group Affiliations	**$0.50**
GSA Sanctions (Charged per search)	**$0.50**
Hospital Affiliations	**$0.50**
Liens and Judgments (Charged per search)	**$0.25**

Medical Licenses (Charged per search)	**$1.00**
Possible Criminal Records (Charged Per Search)	**$0.25**
Professional Licenses (Charged per search)	**$1.00**
Sanctions (Disciplinary) (Charged per search)	**$0.50**
Specialties	**$0.00**
Verification	**$0.75**
ONLINE BATCH	
Advanced Person Search	**$0.50**
Deceased Person	**$0.25**
Address (single)	**$0.13**
Address (multiple)	**$0.16**
EDA Phones (Directory Assistance) (single)	**$0.10**
EDA Phones (Directory Assistance) (multiple)	**$0.12**
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (single)	**$0.23**
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (multiple)	**$0.25**
Address and Phones (single)	**$0.25**
Address and Phones (multiple)	**$0.30**
Address and/or Phone Dedupe (per input) (single)	**$0.03**
Address and/or Phone Dedupe (per input) (multiple)	**$0.04**
Phones Plus	**$0.50**
Real Time Phone Search	**$0.50**
Real Time Motor Vehicle Registrations	**$1.50**
Property - Add Up to Five Properties owned by the subject	**$1.00**
Consumer InstantID	**$0.65**
Consumer InstantID with Fraud Defender	**$0.95**
Consumer InstantID with Red Flags Rule	**$0.90**
Business InstantID	**$1.30**
Business InstantID with Fraud Defender	**$1.30**
Multiple = 2 or more phones/addresses returned	

User ID: Password: Login Forgot Password Subscribe Here

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ABOUT TLOxp SEARCHES & REPORTS PRICING

Law Enforcement Transactional Pricing Schedule

People		
Searches		
Advanced	FREE	FREE
Expert PLUS	FREE	FREE
Expanded Expert	FREE	FREE
Deceased	X	FREE
Phones		
411	X	FREE
411+ Plus many Unlisted	X	$0.25
Super Reverse Phone Lookup	X	$0.25
Licenses		
Drivers Licenses	X	$0.25
Professional Licenses	X	$0.25
Pilot Licenses	X	$0.25
Voter Registrations	X	$0.25
Emails	X	$0.25
Utilities	X	$0.25
Reports		
Comprehensive Report	X	$3.00
Locate Report	X	$0.50
Super Phone Report	X	$0.50
Other		
Relationship Graph	X	$0.25

Business Plus		
Searches		
US Business	X	$0.25
US Corporations	X	$0.25
World Business	X	$0.25
UCC Filings	X	$0.25
Phones		
Business Phones	X	$0.25
Reports		
Business Report	X	$5.00
Business Due Diligence Report	X	$24.00*

Criminal		
Searches		
Unified Criminals	X	$0.25

Assets		
Searches		
Vehicles	X	$0.25
Vehicles - Wildcard	X	$0.25
Properties	X	$0.25
Property Assessments	X	$0.25
Property Deeds	X	$0.25

Courts		
Searches		
Foreclosures	X	$0.25
Liens		
Personal	X	$0.25
Business	X	$0.25
Judgments		
Personal	X	$0.25
Business	X	$0.25
Bankruptcies		
Personal	X	$0.25
Business	X	$0.25
Evictions	X	$0.25

California		
Searches		
Ultimate Weapon	X	$3.00
Births	X	$0.25
Equalization and ABC Licenses	X	$0.25
Civil Filing	X	$0.25
Corporations	X	$0.25
Criminal Records	X	$0.25
Deceased	X	$0.25
Ficticious Business Names	X	$0.25
Marriages	X	$0.25
Professional Licenses	X	$0.25
Property	X	$0.25
UCC Filings	X	$0.25

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Pricing to Match Your Agency's Needs

As an alternative to Transactional pricing, TLOxp Per Seat and Flat Rate pricing structures are designed for agencies seeking a predictable monthly expense. Whether your agency has one user or 1,000 users, these plans offer considerable volume discounts.

Per Seat Pricing

Per Seat pricing provides unlimited usage on an individual basis.

- $70.00/seat/mo

Flat Rate Pricing

Flat rate pricing gives your agency the ability to lock in reduced pricing based on a minimum volume level of transactions (searches and reports), regardless of the number of individual users. For months with higher than expected volume, additional transactions are priced at the discounted Per Transaction Rate

- 500 transactions: $110.00/mo (Per Transaction Rate: $0.22)
- 1,000 transactions: $200.00/mo (Per Transaction Rate: $0.20)
- 2,500 transactions: $475.00/mo (Per Transaction Rate: $0.19)
- 5,000 transactions: $900.00/mo (Per Transaction Rate: $0.18)
- 10,000 transactions: $1,600.00/mo (Per Transaction Rate: $0.16)
- 50,000 transactions: $6,500.00/mo (Per Transaction Rate: $0.13)
- 100,000 transactions: $10,000.00/mo (Per Transaction Rate: $0.10)

Customer Support		
Email Support	FREE	FREE
Live Support	X	FREE

Access Types		
Batch Processing	X	**
API	X	**

* For a limited time - Regular list price: $49

** Available, please call for more information

For more information
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800-856-5599
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Fite, Lacey

From: Scott Kelly [skelly@irbsearch.com]
Sent: Wednesday, May 29, 2013 12:00 PM
To: Fite, Lacey
Subject: IRB Search

Categories: Important

Lacy,

At this point in time IRB Search declines to bid for data services with Galveston County Texas.

Please keep us in mind for the next bid.

Respectfully

Scott M. Kelly

SCOTT KELLY | Sales Representative | IRBsearch
e: skelly@irbsearch.com p: 850.325.9247 o: 800.447.2112 ext:1147 f: 850.906.0200
Information Exclusively for Investigative Professionals

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AGENDA ITEM #32.

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Task Specifications

Date: 10/4/2012
Client: Galveston County, TX
Client ID: COGALV
Analyst: Ryan Grundmann
FDI #: 1001512
Title: Modify BKUTLB Interface

Revision Log:

Date	Who	Description of Change
9/20/2012	Ryan Grundmann	Initial creation of specifications document
5/17/2013	Ryan Grundmann	Outlined additional modifications required after different types of data file were submitted for testing. Additional hours also required for changes and are outlined below.

Change Description:

Add new features to the BKUTLB (Load Bank Reconciliation File) interface

1. Option to create the check/deposit information along with the bank statement information.
2. Support multiple CKIDs in the same file.
3. Support CKID determination by Document Number range.
4. Support ~100 transaction codes (used to determine Document Type).

Design Considerations:

1. Add optional question to the BKUTLB mask to "Create Check/Deposit Information". The default should be "N".
2. Modify bk266.cbl to create the bk_document_mstr and bk_document_dtl records if the response to the new question is "Y". Most of the column names are the same for the fields to be mapped.
3. Modify bk266.cbl to read additional common codes to determine CKID (BKRC/xxCKID01 through BKRC/xxCKID99). [5 hours]
4. Modify bk266.cbl to read an optional check number range off of the BKRC/xxCKIDnn common codes to futher identify CKID to use. [5 hours]
5. Modify bk266.cbl to read up to 99 additional common codes per document type for use in document number to document type translation. E.g. BKRC/CHK2 through BKRC/CHK99. [10 hours]

Prerequisites Needed:

None.

Change Components:

Type of change

☐ Client Specific ☒ Base Change

☐ If Base Change, Product Manager Approval?

☒ Program Source Files
☐ 7i Files
☐ Copy Libraries

- ☐ Form Files
- ☐ Help Files
- ☐ Schema Files
- ☐ RootRoll Contents

Files to be changed:
bk266.cbl

Upgrade and Delivery:

☒ Hand Delivery?
Customer Note: If the Hand Delivery flag is not checked, the enclosed request must be delivered via a packaged release/hotfix/service pack as indicated below.

☒ Release/Hotfix/Service Pack? **11.11**
Implemented Versions:

Note: Clients must be on the latest service pack of the software version they are running. Additional charges will apply for releases not considered current. Software deliveries requiring service packs will be provided on the latest service pack at time of task completion.

Documentation Considerations:

- ☐ Client specific – Developer will provide
- ☐ Client will provide
- ☒ Base changes – Developer will provide
- ☐ Other:

Testing Considerations:

SunGard Public Sector will provide initial testing during development and upon initial delivery. Client will be responsible for fully testing the delivered enhancement within 30 days of the delivery of this change. If no communication is received in 30 days, the task will be assumed as accepted and billed accordingly.

Time/Cost Estimates:

Original Time Estimate: 15-20 hours Includes programming, testing, documentation, delivery/support.
Note: This has been completed and delivered. Based on testing efforts additional efforts were required (see below) for hours estimates.

Additional Effort - Time/Cost Estimates: 20 hours Includes programming, testing, documentation, delivery/support.
Note: The time spent for the additional efforts will be split.

Rate:	$200/Hr
Terms:	Billed as time is incurred. This is not a fixed fee bid. If we determine that the efforts will increase based on working with your site, we will notify your site for your approval.
Contract#:	**120975**
Expiration:	**June 30, 2013**

Development Timeline:

Your task is slated for development during the following dates May 1 – June 30, 2013

Any modifications to the specifications will require additional bid analysis and cost estimates.

Should you have any questions, please do not hesitate to contact Angela Horswill at 530-879-5166. If acceptable, please send the signed document to angela.horswill@sungardps.com or fax to 407-304-1274. We look forward to working with your team on the enclosed project.

I understand the above scope of work description and agree to have SunGard Public Sector schedule the work needed to complete this task. I agree that our Development Contact will be available for questions/discussion during the above timeframe, as well as, will be available for testing once this task has been completed.

_____ _____

Client Signature Date

AGENDA ITEM #33.a.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

May 20, 2013

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of $2,500.00

Dear Judge Henry:

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

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

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

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
1357-0002-0013-000	$ 3,853.16	Duplicate Payment
1382-0001-0021-000	$ 4,413.91	Duplicate Payment
1891-0000-0000-007	$ 4,343.61	Over Payment
1998-0002-0011-000	$ 3,626.75	Over Payment
2431-0005-0022-000	$ 2,678.41	Duplicate Payment
2775-0005-2200-005	$ 11,691.62	Over Payment
3015-0156-0000-001	$ 4,781.86	Duplicate Payment
3200-0000-0298-000	$ 3,460.49	Duplicate Payment
3204-0000-1007-000	$ 3,907.85	Over Payment
3204-0000-1007-000	$ 4,402.41	Over Payment
3397-0002-0010-000	$ 3,637.80	Over Payment
3505-0436-0008-002	$ 3,418.56	Duplicate Payment
4017-0000-0040-000	$ 4,930.17	Duplicate Payment
4365-0037-0001-000	$ 6,489.10	Duplicate Payment
4830-0000-0005-001	$ 5,767.49	Over Payment
5459-0003-0012-000	$ 3,264.70	Duplicate Payment
5516-0001-0008-000	$ 5972.44	Over Payment
5568-0002-0702-000	$ 10,166.45	Duplicate Payment
5861-0001-0050-000	$ 7,809.52	Duplicate Payment
5868-0001-0016-000	$ 10,719.63	Duplicate Payment
5870-0002-0056-000	$ 7,879.52	Duplicate Payment
5896-0000-0004-000	$ 2,597.47	Duplicate Payment
5970-0000-0101-000	$ 3,812.73	Duplicate Payment
6040-0001-0016-000	$ 3,342.41	Duplicate Payment
6071-0000-0000-009	$ 39,842.01	Duplicate Payment
6235-0002-0001-000	$ 9,592.35	Over Payment
6241-0003-0021-000	$ 2,913.74	Duplicate Payment
6241-0003-0029-000	$ 3,154.63	Duplicate Payment
6377-0000-0652-000	$ 2,529.76	Duplicate Payment
6670-0000-0010-000	$ 5,627.47	Duplicate Payment
6689-3002-0004-000	$ 3,324.97	Duplicate Payment
6906-0002-0066-000	$ 3,022.48	Duplicate Payment
7145-0000-0068-000	$ 5,990.95	Over Payment

7248-2001-0019-000	$ 3,632.01	Duplicate Payment
7248-3001-0029-000	$ 3,070.02	Duplicate Payment
8600-0470-3478-020	$ 2,849.86	Duplicate Payment
8600-0470-3478-040	$ 3,023.51	Duplicate Payment
8600-0470-3478-060	$ 3,380.08	Duplicate Payment
8600-0681-0510-000	$ 5,041.27	Duplicate Payment
8700-0501-0640-000	$ 5,734.21	Over Payment

Cheryl E. Johnson, RTA

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

June 7, 2013

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in excess of $2,500.00

Dear Judge Henry:

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

Account Number	Amount	Reason
5474-0000-0001-100	$8,202.91	Over Payment

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
5474-0000-0001-100	$ 8,202.91	Over Payment

RC

Cheryl E. Johnson, RTA

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

June 13, 2013

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of $2,500.00

Dear Judge Henry:

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

Account Number	Amount	Reason
3462-0000-0002-000	$ 52,689.54	Over Payment
8600-0681-0510-000	$ 4,428.35	Over Payment
8600-0470-3478-060	$ 3,380.08	Duplicate Payment
8600-0470-3478-040	$ 3,023.51	Duplicate Payment
8600-0470-3478-020	$ 2,849.86	Duplicate Payment
H318-0002-3000-5000	$ 3,364.74	Over Payment
H318-0002-3000-5000	$ 3,288.70	Over Payment

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
3462-0000-0002-000	$ 52,689.54	Over Payment
8600-0681-0510-000	$ 4,428.35	Over Payment
8600-0470-3478-060	$ 3,380.08	Duplicate Payment
8600-0470-3478-040	$ 3,023.51	Duplicate Payment
8600-0470-3478-020	$ 2,849.86	Duplicate Payment
H318-0002-3000-5000	$ 3,364.74	Over Payment
H318-0002-3000-5000	$ 3,288.70	Over Payment

AGENDA ITEM #33.b.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 06/11/2013	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Tax Office	5. Department Contact: Cheryl Johnson	
6. Description: Maintenance Contract for Two Canon - 180 scaning systems		
7. IFAS PEID No: 710840	8. IFAS Req No:	9. Orgkey: 1101151500 / 10. Object Code: 5481000
11. Vendor: Technique Data System	12. Vendor Contract No: 2408	
13. Requested Legal Review: Yes / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Serv.	5481000	40,000.00	800				
22. Totals:		40,000	800	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 8/1/13	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 7/31/14	Contract # Issued By Purchasing: CM13234	

Approved By:	Signature	Date
Department Head:	Cheryl E. Johnson	6/11/13
Purchasing Agent:	[signature]	6-11-13
County Legal:		

Contract listed in Budget Documentation: Yes / No

for County Budget Office: Denis Y. Yearel 6-14-2013

Form Number:

Revised: 9/25/2012

TECHNIQUE
DATA SYSTEMS

Invoice

Invoice Number: 038419
Invoice Date: Jun 4, 2013
Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087
Phone: (972) 772-5040
Fax: (972) 722-6052
www.techdatasystems.com

Sold To:
GALVESTON COUNTY TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Ship to:
GALVESTON COUNTY TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Customer ID	Customer PO	Payment Terms
GALVESTON COUNTY TAX		Due at end of Month

Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS GROUND		7/31/13

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF ANNUAL MAINTENANCE AGREEMENT CONTRACT # 2408 EFFECTIVE 08/01/2013-07/31/2014	800.00	800.00

Federal Tax ID# 75-2381117

Subtotal	800.00
Sales Tax	
Freight	
Total Invoice Amount	800.00
Payment Received	
TOTAL	800.00

Check No:

Technique Data Systems, Inc
Phone: 972-772-5040
Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **2408**
Date: 7/16/2012

Account Name: Galveston County Tax **Account Number:** 5280

Basis: Time Period Time Remaining: 58 days

Type of contract is a ANNUAL, END USER EQUIPMENT and number of items covered on this contract are, 2.00. This contract was created on 7/16/2012. This contract starts on 8/1/2012 and ends on 7/31/2013. The contract price is $800.00.

Status	Billing Cycle	Total Billed	Last Billing	Billed Thru	Tax Code	Payment Method	Assigned Tech
ACTIVE	Annual	$ 0.00			DALLAS		

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

Item ID: EQU-CANON CR-180II Description: CANON CR-180II

Warranted Thru: Customer Inventory: Yes

Serial Number	Start Date	List Price	Yearly Price	Renewal List
CYJ07282	8/1/2012		$ 400.00	

Item ID: EQU-CANON CR-180II Description: CANON CR-180II

Warranted Thru: Customer Inventory: Yes

Serial Number	Start Date	List Price	Yearly Price	Renewal List
CYJ07269	8/1/2012		$ 400.00	

AGENDA ITEM #34.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

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

June 13, 2013

RECEIVED
JUN 17 2013
GALVESTON COUNTY JUDGE

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

RE: **Bids on Galveston County Tax Foreclosed Resale Property**
Cause # 92TX0331 1650-0000-0001-016
Has Not Been Approved By Commissioner's Court
Grantee: Maria D. Garcia

Dear Ms. Martinez,

Perdue Brandon Fielder Collins & Mott, LP has received offer on the tax foreclosed property listed above on which Dickinson ISD is the Trustee. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Sheet, the prepared Resale Deed and the Bid Sheet from the tax sale on the following properties.

If this sale is approved, please have Judge Mark Henry sign the enclosed Resale Deed and return it to Perdue Brandon Fielder Collins & Mott, LLP at the address shown on Page 8 of the Resale Deed.

If you have any questions, please give me a call.

Best regards,

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

JF: encls.

BID ANALYSIS

Cause #: 92TX0331
Bid Amount: $3,350.00
Bidders Name: Maria D. Garcia
Strike Off Date: 4-12-1994

Acct. #: 1650-0000-0001-016
Property Value: $6,150.00. Now land $3,350
Minimum Bid at first sale: $6,365.90

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
Dickinson ISD	1982-1992	$2,841.77
Galveston County Education District	1991-1992	$151.77
Galveston County, Galveston County Road & Flood, Galveston County Drainage District, College of the Mainland	1982-1992	$1,590.76
City of Texas City	1982-1992	$609.32

Total: $5,193.62

COSTS

Court Costs: (Payable to Galveston County District Clerk)	$231.50
Publication Fees: (Payable to Galveston County Sheriff's Department)	$200.88
Research Fee: (Payable to PBFCM, LLP)	$35.00
Filing Fees- Sheriff Deed Fee: (Payable to PBFCM, LLP)	$13.00
Recording Fee- Resale Deed: (Payable to PBFCM, LLP)	$44.00

Total: $524.38

POST JUDGMENT TAXES

Entity	Tax Year	Amount due: May 2013
Dickinson ISD	1993-1994	$0.00
Galveston County, Galveston County Road & Flood, Galveston County Drainage District and College of the Mainland	1993-1994	$178.76

Total: $178.76

PROPOSED DISTRIBUTION

Bid Amount: $3,350.00
Net to Distribute: $2,825.62

Costs: $524.38
Post Judgment: $178.76**

Dickinson ISD and CED	57.64%	$1,628.66	Pro-rated amount for judgment years 1982-1992
City of Texas City	11.73%	$331.50	Pro-rated amount for judgment years 1982-1992
Galveston County, Galveston County Road & Flood, Galveston County Drainage District, College of the Mainland	30.63%%	$865.46	Pro-rated amount for judgment years 1982-1992
PBFCM		$524.38	Costs due under law suit/ tax sale/ resale
		$3,350.00	Total

***Purchaser will be billed for post judgment taxes once resale deed has been recorded.*

92TX0331

Taxes Due at Sale		$ 5,193.62
Property Re-Sold for		$ 3,350.00

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising:		
to "Galveston County Sheriffs Dept." (publication costs)	$ 200.88	$ 200.88
(2) Attorney Ad Litem Fees		
none in this cause	$ -	$ -
(3) Court Costs		
to "Galveston County District Clerk"	$ 231.50	$ 231.50
(4) Filing/Research/Recording Fees		
to "PBFC&M"	$ 92.00	$ 92.00
	$ -	$ -
	$ 524.38	$ 524.38

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.6370296370	$ 1,013.36	$ 551.32
to "DICKINSON INDEPENDENT SCHOOL DISTRICT"	0.5764000000	$ 2,993.54	$ 1,628.66
to "COLLEGE OF THE MAINLAND"	0.2272172272	$ 361.45	$ 196.65
to "CITY OF TEXAS CITY"	0.1173000000	$ 609.32	$ 331.50
to "GALVESTON COUNTY DRAINAGE DISTRICT NO. 1"	0.1357531358	$ 215.95	$ 117.49
		$ -	$ -
	Subtotal	$ 5,193.62	$ 2,825.62
	Grand Total		$ 3,350.00

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

DICKINSON INDEPENDENT SCHOOL DISTRICT
OFFICIAL BID FORM

Please enter the amount you wish to bid. The Dickinson Independent School District Reserves the right to accept or reject any or all bids. No title insurance or survey will be provided. Property is being sold "as is" "where is" and "without warranty." Dickinson Independent School District does not guarantee that a title company will issue title insurance on any tax resale properties.

CAUSE NUMBER	ACCOUNT NUMBER	TOTAL AMOUNT OF BID
1650-0000-0001-016	1650-0000-0001-016	$ 3,350

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax Code. I further understand that the "minimum bid" amount on the Dickinson Independent School District resale list may not include other taxes due which are not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the Dickinson Independent School District and its agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

Maria D Garcia
Bidder's Name (Please Print or Type)

Bidder's Signature

5002 Briarbrook DR. Dickinson tx 77539
Bidder's Address (City, State, Zip Code)

832 677 16-90 or 713-562-9901
Bidder's Telephone

4-16-2013
Date

mariarolas2279@yahoo
Bidder's E-mail address

Additional Information may be attached to this to explain your bid. Payment in full must be made within thirty (30) days of final award of bid, or bidder will forfeit bid.

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-47
Data on this Web site represents Preliminary 2013 Information

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

Property Data
- Detail Sheet
- History
- Datasheet

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

Property Detail Sheet (R153972)

History Plat Map GIS Map Datasheet Protest

Owner Information

Owner ID:	O151303
Owner Name:	ISD-DICKINSON
Owner Address:	P O DRAWER Z DICKINSON,TX 77539-2026
Email Address:	No email address on file.
Property Address:	5904 RICE DR TEXAS CITY, TX 77539

Parcel Information

Legal Description:	ABST 11 A FARMER BEG AT SE COR TR C LOT 1 N 150 X # 89.06 FT OUT OF TR C LOT 1 BEATTY S-D
Neighborhood:	0011(0011 - Farmer, A Survey)
Acreage:	0.308
Cross Reference:	1650-0000-0001-016
Undivided Interest:	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes:	S11 (Dickinson Isd) GGA (Galveston County) J05 (Mainland College) C31 (Texas City) RFL (Co Road & Flood) D01 (Drainage #1)
Deed Type:	Conversion
Deed Book:	
Deed Page:	
Map Page:	189-D
Links:	

Values Breakdown	2013 Preliminary Value
Land HS:	$0 +
Land NHS:	$3,350 +
Improvement HS:	$0 +
Improvement NHS:	$500 +
Ag Market:	$0
Ag Use:	$0 +
Timber Market:	$0
Timber Use:	$0 +
Assessed:	$3,850 =

Improvements

ID	Type	SPTB	Segs	Value
Imp1	I (Misc. Improvement)	A9 (Exempt Residential Single Fi		$ 500

- Employment
- Contact Us
- 2013 Preliminary Roll
- Directory

Land

ID	Type	SPTB	Acre	Market
Land1	RL (Residential Lot)	A9 (Exempt Residential Single F:		$ 3,350

Get Adobe Reader

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

Property ID and Legal Description	Owner Information	Last Inspected	Market Value	Card Printed	Card #	Map ID
R153972 Tax Year: 2013 1650-0000-0001-016 ABST 11 A FARMER BEG AT SE COR TR C LOT 1 N 150 X # 89.06 FT OUT OF TR C LOT 1 BEATTY S-D	ISD-DICKINSON (0151303) P O DRAWER Z DICKINSON,TX 77539-2026	10/31/2011 (JEB)	$3,850	04/02/2013	1	189-D
		Next Inspection/Reason	Assessed Value	Comments		
			$3,850	FR98-NC, FR97-VALUE 1500 TO 500		

$3,850

Property Situs Address			
5904 RICE DR, TEXAS CITY, TX 77539			
Linked Property			
Neighborhood: 0011	Exemptions/Spec. Vals: EX		
Taxing Unit Information: C31;D01;GGA;J05;RFL;S11			
Topography	Utilities	Access	Other

Starting Bid

$6,150

Maria D. Garcia.
5002 Briarbrook DR
Dickinson tx
77539

Sel. 832-677-1690

Attributes

Length	Width	Ext. Finish	Int. Finish	Roof Style	Flooring

Heat/AC	Plumbing	Fireplace	Rooms	Bedrooms

Sales History

Date	Price	Seller	Book / Instrument	Page
		ISD-DICKINSON SMALL, JOHNNY & WF	009-64-2555	

Improvements

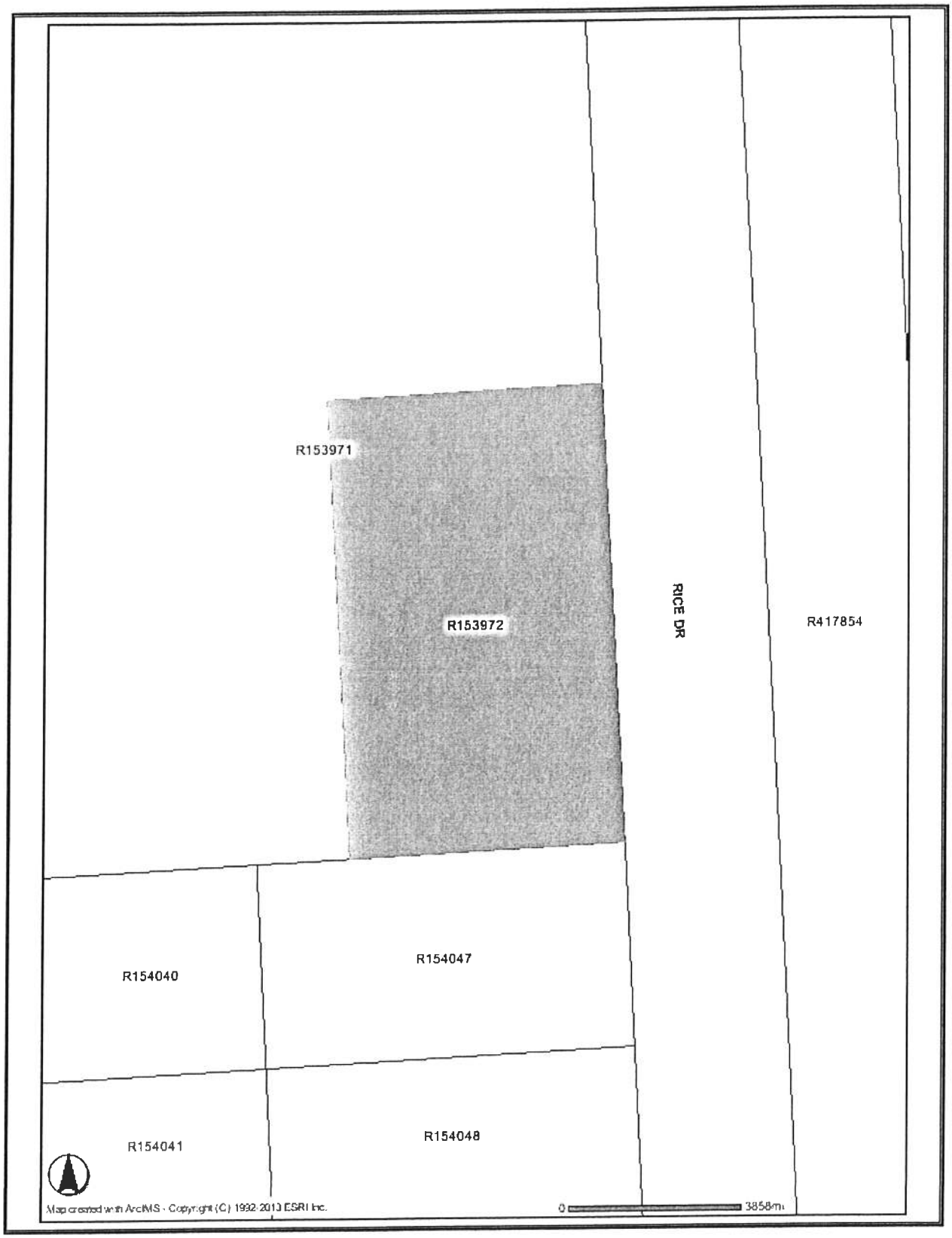
Type	Description	St Cd, HS, Type	Class	Area	Area Factor	Adjusted Area	Perimeter	Unit Price	Yr. Blt / Act-Eff	Cond	% Gd	Ph %	Eco %	Fnc %	% Cmp	Value
SV	Salvage	A9 N F									100	100	100	100		500
															TOTAL	500

NBH% 140

Land Information

Type	Description	Table	ST Cd	HS	Meth	Area	Unit Price	Func %	Econ %	Adj %	Market Value	Ag Tbl	Meth	Ag Unit Pr	Ag Value
RL	Residential Lot		A9		SFT	13,416.0000	0.25	100	100		3,350				
					TOTAL	13,416.0000				TOTAL	3,350			TOTAL	0

NBH% 100 EFF. ACRES 0.3080


R153971
R153972
RICE DR
R417854
R154040
R154047
R154041
R154048
Map created with ArcIMS - Copyright (C) 1992-2013 ESRI Inc.
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3858ft

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)

THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF GALVESTON	§	

KNOW ALL MEN BY THESE PRESENTS that the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY ROAD & FLOOD, GALVESTON COUNTY DRAINAGE DISTRICT #1, and CITY OF TEXAS CITY, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of THREE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00/100 ($3,350.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by MARIA D. GARCIA ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY ROAD & FLOOD, GALVESTON COUNTY DRAINAGE DISTRICT #1, and CITY OF TEXAS CITY, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 92TX0331, styled Dickinson Independent School District, et al vs. Johnny Small said property being described as:

PART OF TRACT C BEING .3080 ACRES OF LAND, MORE OR LESS IN LOT 1 OF THE D.R. BEATTY SUBDIVISION OUT OF THE ALEXANDER FARMER LEAGUE, ABSTRACT 11, IN GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN VOLUME 1477, PAGE 547 OF THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS. TRACT 2: LOT SEVENTEEN (17), BLOCK ELEVEN (11), WEEKES ADDITION TO THE TOWN OF DICKINSON, OUT OF THE PERRY AND AUSTIN SURVEY, ABSTRACT 19, LOCATED IN GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERK S FILE NUMBER 9428671 OF THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS. (ACCOUNT NUMBER 7425-0011-0017-000)

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

GRANTOR conveys the property:

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

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

(c). subject to any right of redemption; and

(d). subject to rights of parties in possession

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

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

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

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

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

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

By acceptance of this deed, GRANTEE acknowledges and agrees:

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

(b). GRANTEE has inspected the property and is relying solely on **her** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

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

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

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

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers,

directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **her** heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

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

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said MARIA D. GARCIA, **her** successors, beneficiaries, heirs and assigns forever, so that neither the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY ROAD & FLOOD, GALVESTON COUNTY DRAINAGE DISTRICT #1, and CITY OF TEXAS CITY, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____ day of _____, 2013.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, 2013.

DICKINSON INDEPENDENT SCHOOL DISTRICT FOR ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF THE GALVESTON COUNTY EDUCATION DISTRICT

_____
FRITZIE SAMFORD
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, FRITZIE SAMFORD, President, Board of Trustees, Dickinson Independent School District, for itself and as trustee for the use and benefit of the Galveston County Education District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

SEAL

GALVESTON COUNTY, for itself and the use and benefit of
GALVESTON COUNTY ROAD & FLOOD

_____
MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County, for itself and the use and benefit of Galveston County Road & Flood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

AGENDA ITEM #34.b.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

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

June 3, 2013

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

RE: **Bids on Galveston County Tax Foreclosed Resale Property**
Not Approved By Commissioner's Court
Grantee: John & Vanessa Sonnier

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

Cause #	CAD #	Bid Amount	Recording Fee	Check #
06TX0426	6076-0000-0003-000	$ 11,590.00	$ 28.00	1007577

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,

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

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 3, Reitmeyer 3rd Addn to Hitchcock

LOCATION: 6629 S. Lincoln St., Hitchcock, TX 77563

CAD ACCOUNT #:
6076-0000-0003-000 R174035

Land HS $2,000
Imp HS $16,740

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 01/04/11

REDEMPTION EXPIRES: Expired

CAUSE # 06TX0426

STYLED: County of Galveston, et al. vs. Lee Rugley, et al.

DATE DEED RECORDED:
01/13/11

RECORDING REFERENCE:
2011003430

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 11,590.03

TAX RESALE INFORMATION

BID AMOUNT: $ 11,590.00

NAME OF BIDDER: John & Vanessa Sonnier
6922 Burns
Hitchcock, TX 77563

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **06TX0426** on the docket of the **405th** District Court
COUNTY OF GALVESTON VS. LEE RUGELEY, ET AL.

Property Account Number: **6076-0000-0003-000**

Legal Description: **LOT THREE (3), REITMEYER THIRD (3RD) ADDITION TO HITCHCOCK, GALVESTON COUNTY, TEXAS, DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED AT BOOK 985, PAGE 371 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on JANUARY 4, 2011 for **$11,590.03**

Property Re-Sold to **JOHN & VANESSA SONNIER** of **6922 BURNS, HITCHCOCK, TX 77563** for **$11,590.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising:		
to "Galveston County Sheriff's Dept." (publication costs)	$ 619.40	$ 619.40
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee 2011003430)	$ 0.00	$ 20.00
(3) Attorney Ad Litem Fees		
to "Brenda Dushane" 12404 Hwy 6, Ste B, Santa Fe 77510	$ 500.00	$ 500.00
(4) Court Costs		
to "Galveston County District Clerk"	$ 776.00	$ 776.00
(5) Title Search Fees		
to "Lyn Wingert & Assoc." 2286 Gemini St.,Houston, TX 77058	$ 250.00	$ 250.00
	$ 2,145.40	$ 2,165.40

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.2051039132	$ 1,937.13	$ 1,933.02
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0.5333018251	$ 5,036.84	$ 5,026.16
to "COLLEGE OF THE MAINLAND"	0.0793858880	$ 749.77	$ 748.18
to "CITY OF HITCHCOCK"	0.1822083738	$ 1,720.89	$ 1,717.24
	Subtotal	$ 9,444.63	$ 9,424.60
Judgment does not include 2010 - 2011 Taxes	Grand Total	$ 11,590.03	$ 11,590.00

RESALE OF PROPERTY
DISBURSEMENT FORM

(Internal Control Document for Accounting/Finance Department)

Cause Number **06TX0426** on the docket of the **405th** District Court
COUNTY OF GALVESTON VS. LEE RUGELEY, ET AL.

Property Account Number: **6076-0000-0003-000**

Legal Description: **LOT THREE (3), REITMEYER THIRD (3RD) ADDITION TO HITCHCOCK, GALVESTON COUNTY, TEXAS, DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED AT BOOK 985, PAGE 371 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on JANUARY 4, 2011 for **$11,590.03**

Property Re-Sold to **JOHN & VANESSA SONNIER** of **6922 BURNS, HITCHCOCK, TX 77563** for **$11,590.00**

"Galveston County Sheriff's Dept." (Publication Fees)	$	619.40
"Brenda Dushane" (Attorney Ad Litem)	$	500.00
"Galveston County District Clerk" (Court Costs)	$	776.00
"Galveston County Clerk" (recording fee #2011003430)	$	20.00
"Lyn Wingert & Associates" (Title Search)	$	250.00
"County of Galveston" (taxes)	$	1,933.02
to "City of Hitchcock" (taxes)	$	1,717.24
to "Hitchcock Independent School District" (taxes)	$	5,026.16
to "College of the Mainland" (taxes)	$	748.18
Grand Total	$	11,590.00

BID FORM
FOR TAX FORECLOSED PROPERTY

I (We), John & Vanessa Sonnier hereby declare and certify that:

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

CAD Property # 6076-0000-0003-000, described as follows:

Lot 3, Reitmeyer 3rd addn. to Hitchcock

(B) Bid amount $ $11,590.00

Enclosed is my (our) bid deposit, a Cashier's check in the amount of $ 1,159.00, which is ten percent (10%) of my (our) bid. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

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

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

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

VANESSA SONNIER
*Bidder(s) printed name [if individual(s)]

Vanessa Sonnier
Bidder(s) Signature(s) [if individuals(s)]

John R. SONNIER
*Bidder's printed name [if an entity]

John R. Sonnier
Authorized signature [on behalf of entity]

6922 Burns
*Address

(409) 457-3089
Phone Number / Fax Number

Hitchcock Texas 77563
*City/State/Zip Code

Email Address

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

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.

TEXAS FIRST BANK
Texas City, TX 77592

OFFICIAL CHECK

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS INC
P.O. BOX 9476 MINNEAPOLIS MN 55480
DRAWEE: THE BANK OF NEW YORK MELLON EVERETT, MA

[redacted]

5-709
110

DATE June 3, 2013

REMITTER VANESSA SONNIER

PAY TWENTY-EIGHT AND 00/100 $*********28.00

TO THE ORDER OF GALVETON COUNTY CLERK

DRAWER: TEXAS FIRST BANK

PURPOSE 06TX0426 Recording fee

[redacted]

AUTHORIZED SIGNATURE

[redacted]

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.

TEXAS FIRST BANK
Texas City, TX 77592

OFFICIAL CHECK

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS INC
P.O. BOX 9476 MINNEAPOLIS MN 55480
DRAWEE: THE BANK OF NEW YORK MELLON EVERETT, MA

[redacted]

5-709
110

DATE June 3, 2013

REMITTER VANESSA SONNIER

PAY TEN THOUSAND FOUR HUNDRED THIRTY-ONE AND 00/100 $*****10,431.00

TO THE ORDER OF GALVESTON COUNTY

DRAWER: TEXAS FIRST BANK

PURPOSE 06TX0426

[redacted]

AUTHORIZED SIGNATURE

[redacted]

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.

TEXAS FIRST BANK
Texas City, TX 77592

OFFICIAL CHECK

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS INC
P.O. BOX 9476 MINNEAPOLIS MN 55480
DRAWEE: THE BANK OF NEW YORK MELLON EVERETT, MA

[redacted]

5-709
110

DATE May 14, 2013

REMITTER JOHN R SONNIER AND VANESSA K SONNIER

PAY ONE THOUSAND ONE HUNDRED FIFTY-NINE AND 00/100 $******1,159.00

TO THE ORDER OF GALVESTON COUNTY TAX OFFICE

DRAWER: TEXAS FIRST BANK

PURPOSE 06TX0426

[redacted]

AUTHORIZED SIGNATURE

[redacted]

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-47
Data on this Web site represents Preliminary 2013 Information

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

Property Data
- Detail Sheet
- History
- Datasheet

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

Property Detail Sheet (R174035)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID:	O407483
Owner Name:	COUNTY-GALVESTON
Owner Address:	722 MOODY AVE GALVESTON,TX 77550-2317
Property Address:	6629 S LINCOLN ST HITCHCOCK, TX 77563

Parcel Information

Legal Description:	ABST 55 PAGE 5 LOT 3 REITMEYER 3RD ADDN
Neighborhood:	6852(6852 - Sunnyside)
Acreage:	0.158
Cross Reference:	6076-0000-0003-000
Undivided Interest:	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes:	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type:	Sheriff's Deed
Deed Book:	
Deed Page:	2011003430
Map Page:	306-A
Links:	

Values Breakdown	2013 Preliminary Value
Land HS:	$2,000 +
Land NHS:	$0 +
Improvement HS:	$16,740 +
Improvement NHS:	$0 +
Ag Market:	$0
Ag Use:	$0 +
Timber Market:	$0
Timber Use:	$0 +
Assessed:	$18,740 =

Improvements

ID	Type	SPTB	Segs	Value
Imp1	R (Residential)	A9 (Exempt Residential Single F	4	$ 16,740

Land

2013
R174035

05/14/2013

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O407483) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 55 PAGE 5 LOT 3 REITMEYER 3RD ADDN	EX	18,740
		Entities	**Assessed**
		GGA, J05, S14, RFL, C33	18,740

Situs Address

6629 S LINCOLN ST
HITCHCOCK, TX 77563

Sales

Date	Volume	Page	Seller Name
01/13/2011	2011003430		RUGELEY, LEE

History Information

	2012	2011	2010	2009
Imp HS	$16,740	$16,740	$16,740	$12,550
Imp NHS	$0	$0	-	-
Land HS	$2,000	$2,000	$2,000	$2,000
Land NHS	$0	$0	-	-
Ag Mkt	$0	$0	-	-
Ag Use	$0	$0	-	-
Tim Mkt	$0	$0	-	-
Tim Use	$0	$0	-	-
HS Cap	-	-	-	-
Assessed	$18,740	$18,740	$18,740	$14,550

Building Attributes

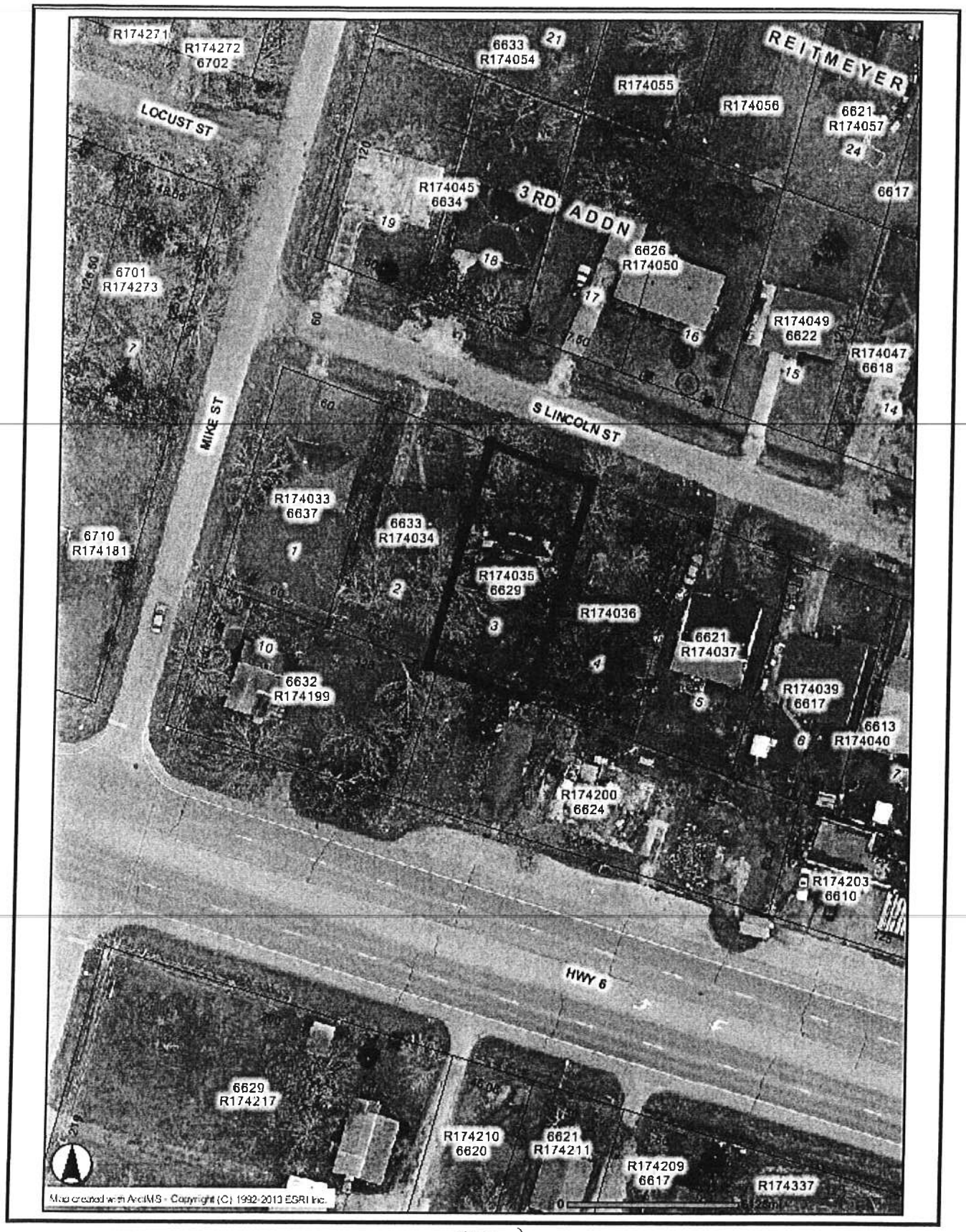
Construction	Foundation	Exterior	Interior	Roof	Flooring
SFC	WPR	COMP	SR	CS	VI
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
WH	1				

Land Segments

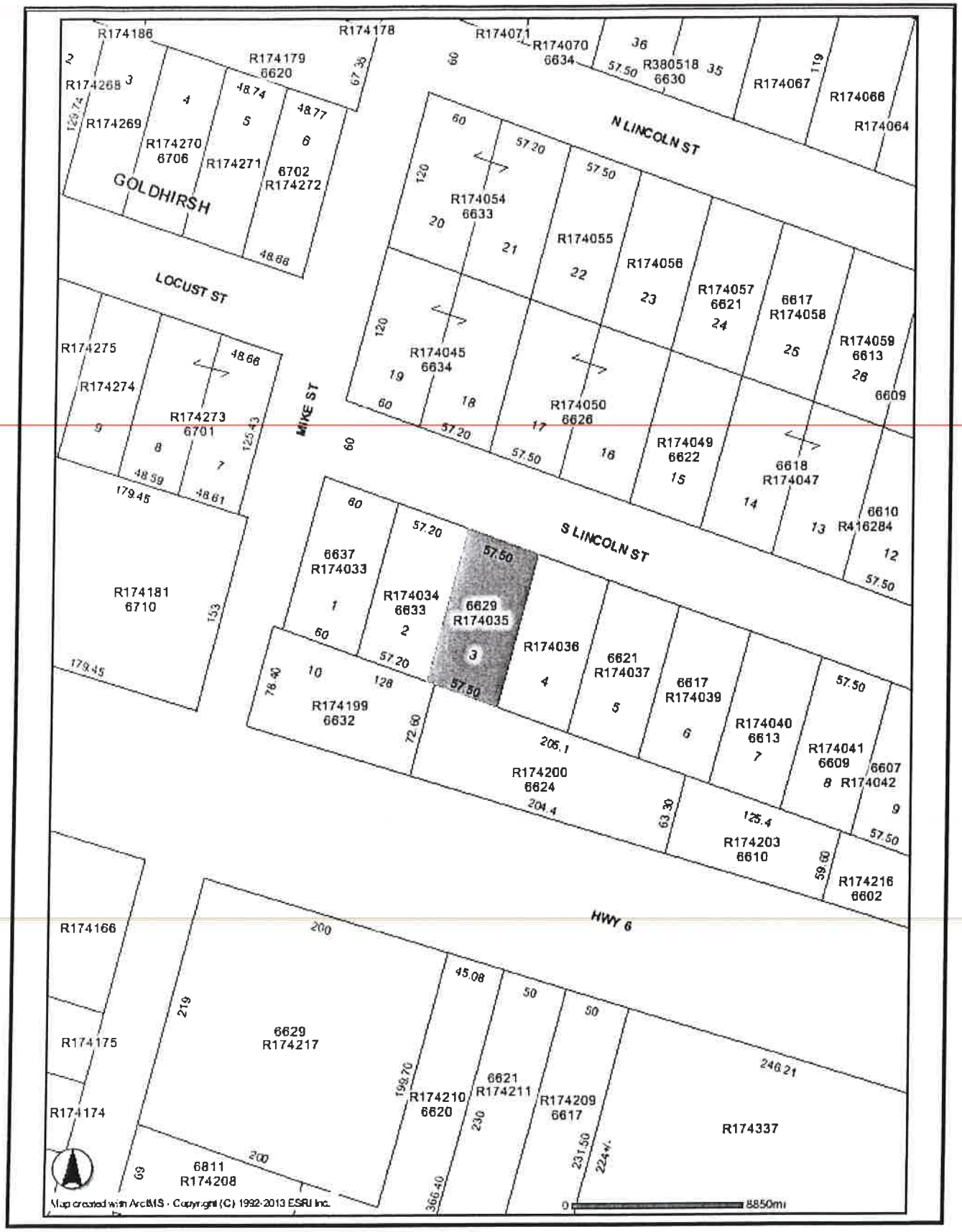
SPTB	Description	Area	Market	Ag Value
A9	Residential Lot	6900F	2,000	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$16,740
MA	Main Area	721		1957	$13,570
OP	Open Porch	68		1957	$320
GA	Garage	270		1957	$2,540
SP	Screen Porch	55		1957	$310



6076-0000-0003-000
Lot 3, Reitmeyer 3rd Addn - to Hitchcock
6629 S. Lincoln St. Hitchcock TX 77563



6076-0000-0003-000
Lot 3, Reitmeyer 3rd Addn to Hitchcock
6629 S. Lincoln St., Hitchcock, TX 77563

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

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **405th** Judicial District in Cause Numbered **06TX0426** styled **"COUNTY OF GALVESTON VS. LEE RUGELEY, ET AL."** the Sheriff of Galveston County, on NOVEMBER 29, 2010, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **JANUARY 4, 2011**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **HITCHCOCK INDEPENDENT SCHOOL DISTRICT , CITY OF HITCHCOCK** and **COLLEGE OF THE MAINLAND** for the sum of **ELEVEN THOUSAND FIVE HUNDRED NINETY AND 03/100 DOLLARS ($1,590.03)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **ELEVEN THOUSAND FIVE HUNDRED NINETY AND NO/100 DOLLARS ($11,590.00)**;

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

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **COUNTY OF GALVESTON, HITCHCOCK INDEPENDENT SCHOOL DISTRICT , CITY OF HITCHCOCK** and **COLLEGE OF THE MAINLAND** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, HITCHCOCK INDEPENDENT SCHOOL DISTRICT , CITY OF HITCHCOCK** and **COLLEGE OF THE MAINLAND** provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of of **ELEVEN THOUSAND FIVE HUNDRED NINETY AND NO/100 DOLLARS ($11,590.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, COUNTY OF GALVESTON, HITCHCOCK INDEPENDENT SCHOOL DISTRICT , CITY OF HITCHCOCK and COLLEGE OF THE MAINLAND ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **JOHN & VANESSA SONNIER**, of **6922 BURNS, HITCHCOCK, TX 77563** ("GRANTEE"), the following described real property, to wit:

LOT THREE (3), REITMEYER THIRD (3RD) ADDITION TO HITCHCOCK, GALVESTON COUNTY, TEXAS, DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED AT BOOK 985, PAGE 371 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

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

GRANTOR conveys the property:

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

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

c) subject to any right of redemption; and

d) subject to rights of parties in possession.

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

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

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

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

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

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

By acceptance of this deed, GRANTEE acknowledges and agrees:

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

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

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

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

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

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the

conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

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

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

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

EXECUTED this the _____ day of _____, 2013.

COUNTY OF GALVESTON

By:_____
MARK HENRY, County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

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

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

After recording return to:

Linebarger Goggan Blair & Sampson
P O Box 2789
Texas City, TX 77592-2789

AGENDA ITEM #34.c.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

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

June 12, 2013

RECEIVED
JUN 17 2013
GALVESTON COUNTY JUDGE

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

RE: **Bids on Galveston County Tax Foreclosed Resale Property**
Not Approved By Commissioner's Court
Grantee: David K. Wallace

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

Cause #	CAD #	Bid Amount	Recording Fee	Check #
10TX0272	7724-0000-0029-000	$ 10,560.00	$ 28.00	14-696022155

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,

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

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 29, Wittjen S/D #6, Galveston County, TX

LOCATION: 4701 Hwy. 6, Hitchcock, TX 77563

CAD ACCOUNT #:
7724-0000-0029-000

Land HS $ 7,740
Imp HS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 07/03/12

REDEMPTION EXPIRES:

CAUSE # 10TX0272

STYLED: Galveston County, Et Al. vs. Miguel Rincon, Et. Al.

DATE DEED RECORDED:
07/19/12

RECORDING REFERENCE:
2013038232

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 10,560.00

TAX RESALE INFORMATION

BID AMOUNT: $10,560.00

NAME OF BIDDER: David K. Wallace
3119 Hays
Pasadena, TX 77503

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **10TX0272** on the docket of the **10th** District Court
GALVESTON COUNTY, ET AL. VS. MIGUEL RINCON, ET AL.

Property Account Number: **7724-0000-0029-000**

Legal Description: **LOT TWENTY-NINE (29), WITTJEN SUBDIVISION #6, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED AT FILM CODE NUMBER 003-50-0717 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on JULY 3, 2012 for **$10,560.00**

Property Re-Sold to **DAVID K. WALLACE, 3119 HAYS, PASADENA, TX 77503** for **$10,560.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	$ 675.00	$ 675.00
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (recording fee #2012038232)	$ -	$ 20.00
(3) Attorney Ad Litem Fees to "David Romero" 17041 El Camino Real #209, Houston, TX 77058	$ 500.00	$ 500.00
(4) Court Costs to "Galveston County District Clerk"	$ 954.00	$ 954.00
(5) Title Search Fees to "Lyn Wingert & Associates"	$ 250.00	$ 250.00
	$ 2,379.00	$ 2,399.00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.210851762	$ 2,653.42	$ 1,720.76
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0.585428713	$ 7,367.22	$ 4,777.68
to "COLLEGE OF THE MAINLAND"	0.079809304	$ 1,004.35	$ 651.32
to "WCID #19 "	0.123910222	$ 1,559.32	$ 1,011.23
	Subtotal	$ 12,584.31	$ 8,161.00
SUBJECT TO THE JUDGMENT THE 2010 - 2012 TAXES ARE NOT INCLUDED. TOTAL AS OF MAY 2012 $1,457.48 STRUCK OFF FOR VALUE $10,560 CURRENT CAD VALUE LAND HS $7,740 IMP $0	Grand Total	$ 14,963.31	$ 10,560.00

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) David K. Wallace
hereby declare and certify that:

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

CAD Property # 7724-0000-0029-000, described as follows:

ABST 175 Page 6 Lot 29 WittJen Sub #6

(B) Bid Amount $ 10,560.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 1056.00, which is ten percent (10%) deposit for my (our) bid or $100.00, whichever is greater. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as it", "where is" and "without warranty".

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

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing. The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years. I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing.

David K. Wallace
* Bidder(s) printed name

Bidder(s) Signature

3119 Hays
* Address

281-989-0032
Phone Number

Pasadena, TX 77503
* City, State Zip Code

3-7-13
Date

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

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND, FLUORESCENT FIBERS AND A VOID PANTOGRAPH

Shell Federal
CREDIT UNION
P.O. BOX 578 • DEER PARK, TX 77536
PH (713) 844-1100 • www.shellfcu.org

IF THIS CHECK IS LOST OR STOLEN AN INDEMNITY BOND MAY BE REQUIRED FOR REPLACEMENT

THIS CHECK VOID IF NOT CASHED WITHIN 6 MONTHS

35-8063
3130

NCUA

[redacted]

Date: March 11, 2013

Pay to the Order of County of Galveston

Amount $*******1,056.00

One Thousand Fifty-Six and 00/100**********

DOLLARS

CASHIERS CHECK

COUNTER SIGNATURE REQUIRED FOR AMOUNTS EXCEEDING $2,500.

[redacted]

AUTHORIZED SIGNATURE

7124-0000-0029-000

Memo

COUNTER SIGNATURE

[redacted]

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

[redacted]

25-3
440

Date 06/06/2013

Remitter DAVID WALLACE

Pay: NINE THOUSAND FIVE HUNDRED FOUR DOLLARS AND 00 CENTS

$ *********9,504.00 ***

Pay To The Order Of GALVESTON COUNTY

Drawer JPMORGAN CHASE BANK, N.A.

[redacted]

Memo: Cause #10TX0272

Note: For information only. Comment has no effect on bank's payment.

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH

Security Features Details on Back.

[redacted]

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION | MONEY ORDER

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER
Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

Kroger

(ISSUING AGENT)

KROGER 4108

[redacted]

$ [illegible]

PAY EXACTLY [illegible]

PAY TO THE ORDER OF Galveston County Clerk

PAYMENT FOR/ACCT. #

PURCHASER'S ADDRESS 3119 HAYS Pasadena TX 77503

D Wallace

PURCHASER'S SIGNATURE

[redacted]

Galveston Central Appraisal District

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

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

Property Data
- Detail Sheet
- History
- Datasheet

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

Property Detail Sheet (R213021)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID:	O188299
Owner Name:	COUNTY-GALVESTON
Owner Address:	722 MOODY AVE GALVESTON,TX 77550-2317
Email Address:	No email address on file.
Property Address:	4701 HWY 6 HITCHCOCK, TX 77563

Parcel Information

Legal Description:	ABST 175 PAGE 6 LOT 29 WITTJEN SUB #6
Neighborhood:	7725(7725 - Wittjen 7)
Acreage:	0.273
Cross Reference:	7724-0000-0029-000
Undivided Interest:	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes:	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) W04 (Wcid #19) RFL (Co Road & Flood)
Deed Type:	Sheriff's Deed
Deed Book:	
Deed Page:	2012038232
Map Page:	307-C
Links:	

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

Land

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

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

2013
R213021

04/02/2013

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O188299) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 175 PAGE 6 LOT 29 WITTJEN SUB #6	EX	Unavailable
		Entities	**Assessed**
		GGA, J05, S14, W04, RFL	Unavailable

Situs Address

4701 HWY 6
HITCHCOCK, TX 77563

Sales

Date	Volume	Page	Seller Name
07/03/2012	2012038232		NEUMAN, JOHN H JR & DONNA M
	006-28-1229		RINCON, MIGUEL
			LARSON, MARTIN E
	005-03-0499		RINCON, MIGUEL
	003-50-0717		RINCON RAMON

History Information

	2012	2011	2010	2009
Imp HS	$0	$2,820	$2,820	$2,820
Imp NHS	$0	-	-	-
Land HS	$7,740	$7,740	$7,740	$7,740
Land NHS	$0	-	-	-
Ag Mkt	$0	-	-	-
Ag Use	$0	-	-	-
Tim Mkt	$0	-	-	-
Tim Use	$0	-	-	-
HS Cap	$0	-	-	-
Assessed	$7,740	$10,560	$10,560	$10,560

Building Attributes

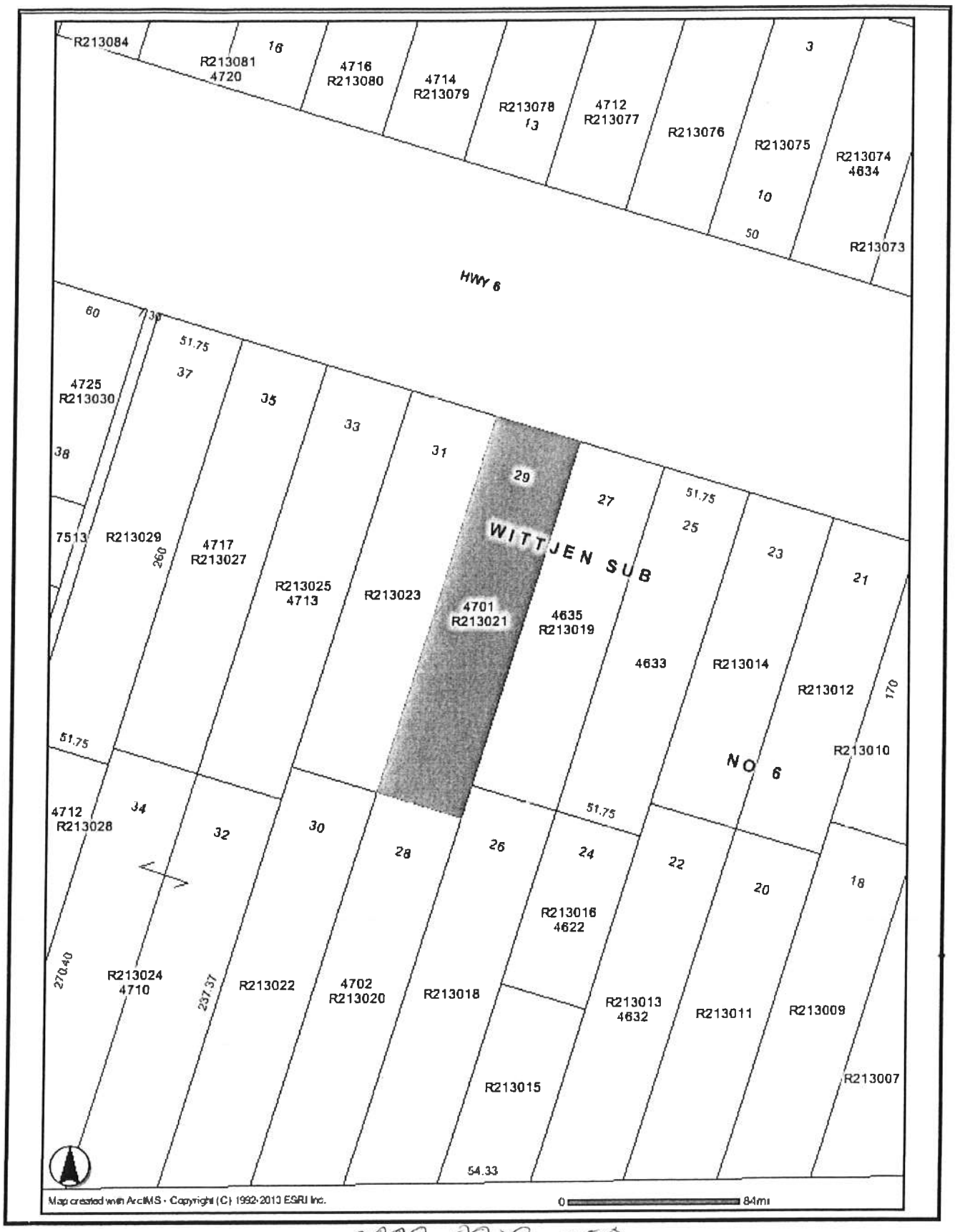
Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
C9	Residential Lot	11903F		

Improvements

Type	Description	Area	Year Built	Eff Year	Value



7724-0000-0029-000
Lot 29, Wittjen S/D #6
4701 Hwy 6, Hitchcock TX 77563

7724-0000-0029-000
Lot 29, Wittjen S/D #6
4701 Hwy 6, Hitchcock TX 77563

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

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **10th** Judicial District in Cause Numbered **10TX0272** styled "**GALVESTON COUNTY, ET AL. VS. MIGUEL RINCON, ET AL.**" the Sheriff of Galveston County, on MAY 30, 2012, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **JULY 3, 2012**, sold and conveyed the premises to **GALVESTON COUNTY**, as Trustee for itself and for **COLLEGE OF THE MAINLAND, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **WATER CONTROL & IMPROVMENT DISTRICT #19** for the sum of **TEN THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS ($10,560.00)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **TEN THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS ($10,560.00)**; and

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

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **GALVESTON COUNTY, COLLEGE OF THE MAINLAND, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **WATER CONTROL & IMPROVMENT DISTRICT #19** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **GALVESTON COUNTY, COLLEGE OF THE MAINLAND, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **WATER CONTROL & IMPROVMENT DISTRICT #19** provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **TEN THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS ($10,560.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **GALVESTON COUNTY, COLLEGE OF THE MAINLAND, and HITCHCOCK INDEPENDENT SCHOOL DISTRICT, and WATER CONTROL & IMPROVMENT DISTRICT #19 ("GRANTOR"),** have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **DAVID K. WALLACE**, of **3119 HAYS, PASADENA, TX 77503** ("GRANTEE"), the following described real property, to wit:

LOT TWENTY-NINE (29), WITTJEN SUBDIVISION #6, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT

RECORDED AT FILM CODE NUMBER 003-50-0717 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

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

GRANTOR conveys the property:

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

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

c) subject to any right of redemption; and

d) subject to rights of parties in possession.

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

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

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

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

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

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

By acceptance of this deed, GRANTEE acknowledges and agrees:

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

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

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

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

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

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or

hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

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

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

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

EXECUTED this the _____ day of _____, 2013.

COUNTY OF GALVESTON

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

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

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

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

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

AGENDA ITEM #36.a.

City of League City

200

Commercial Permit Application

LEAGUECITY TEXAS LIVE IT. LOVE IT.

305 East Main St. League City, TX 77573 Phone: 281-554-1429 Fax: 281-554-1460

Project Address:	1930 W FM 646 (FM 646 @ FUTURE GRAND PKY ROW) LEAGUE CITY, TX	**Permit No.:**	
		Date:	
		Fee Due:	$
Estimated Cost of Construction:	$ 10.00	CRF's Due:	$

Describe work to be done:

CLEARING & GRUBBING
NO SOIL TO BE REMOVED AND NO DRAINAGE PATTERNS WILL BE NEGATIVELY IMPACTED

Total Permit Fee Cost: $
Subtract Plan Review: $
(When permit is approved) Final Amount Due: $

Legal Description: Lot: Block: Subdivision: Section:

Type of permit: BUILDING ☐ MECHANICAL ☐ ELECTRICAL ☐ PLUMBING ☐ GAS ☐ OTHER ☑ (Check all that apply.)

Owner:	**General Contractor:**
Galveston County (ROW)	A-1 Construction Services
Street:	Street: 6108 Brittmoore
City, State, Zip:	City, State, Zip: Houston, TX 77041
Phone No.:	Phone No.: 713-925-1819
E-Mail:	E-Mail: jmeader@A1sp.com

Subcontractors:	Company Name	Master's Name
Electrical:		
Plumbing:		
Mechanical:		
Other:		

Building Information:		**Flood Zone:**		
Total Area:	5 ACRES ±		Base Flood Elevation:	
Stories:			Finished Floor:	
Type of Construction (IBC Ch 5):			Lowest Adjacent Grade:	
Occupant Load:			Elevation Cert. ☐	No Rise Cert. ☐

Provided Documents: Submit one (1) copy of each (that applies) on a digital CD.

Survey ☑ Plot Plan ☐ Energy Cert. ☐
Plumbing / Gas Riser ☐ Mechanical Layout ☐ Elec. Load Analysis ☐
Construction Plans ☐ Asbestos Survey ☐ TDLR # ☐

If not using city service, attach a copy of the approved County Health District permit for this address.

Private Sewage Permit ☐ Well Permit ☐ Other ☑

NOTE: Construction or modification of all structures over 250 sq. ft. requires an engineered windstorm design to meet 120 mph, along with foundation and framing plans sealed by an engineer at the time of permit submital. Upon project completion, proof of TDI Windstorm Certification must be provided to the Building Official for final occupancy to be granted.

Additional Department / Agency Approvals:

Development Review DRC ☐ Fire Marshal ☐ Operations Permit ☐ Historic District ☐ County Health District ☐

NOTICE: I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THE TYPE OF WORK WILL BE COMPLIED WITH, WHETHER SPECIFIED OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

APPLICANT'S SIGNATURE
GALVESTON COUNTY

Printed Name: KEN CLARK, COMMISSIONER
Phone No.:
Fax No.:
E-Mail:

Additional Comments:

Additional Documents:
(1) LETTER TO HEATHER McKNIGHT (TREE PROTECTION)
(2) Diagram Showing Limits of the Project (GALVESTON CO ROW)
(#3) Diagram Showing Limits of the Entire Project.
(4) GCAD DATA SHEET W/ LEGAL DESC

Initial Review	
By:	Date:

Approved	
By:	Date:

LEAGUECITY
TEXAS
LIVE IT. LOVE IT.

City of League City

200

Commercial Permit Application

305 East Main St. League City, TX 77573 Phone: 281-554-1429 Fax: 281-554-1460

Project Address:	1930 W. FM 646 (FM 646 @ FUTURE GRAND PKY ROW) LEAGUE CITY, TX	**Permit No.:**	
		Date:	
		Fee Due:	$
Estimated Cost of Construction:	$10.00	CRF's Due:	$

Building Permit

Construction cost over:	
Per Additional $1000:	
Plus :	
Scheduled Base Fee:	
Plan Review Fee:	
Total:	$

Electrical Permit

	Cost Per:	Quantity:	Subtotal
Scheduled Base Fee:	$25.00		
Meter Loop:	$10.00		
For each Circuit:			
1 Pole	$5.00		
2 Pole	$10.00		
3 Pole	$15.00		
Temporary Service Pole (T-Pole):	$25.00		
Temporary Cut In (TCI):	$25.00		
Transformer (per KVA):	$5.00		
Total:			$

Plumbing Permit

	Cost Per:	Quantity:	Subtotal
Scheduled Base Fee:	$25.00		
Each fixture, floor drain, or trap:	$3.00		
Sewer (new, replaced, or repaired)	$10.00		
Total:			$

Gas Permit

	Cost Per:	Quantity:	Subtotal
Scheduled Base Fee:	$25.00		
Each fixture outlet:	$5.00		
Total:			$

Mechanical Permit

	Cost Per:	Quantity:	Subtotal
Scheduled Base Fee:	$25.00		
Each Cooling Unit ≤ 5 ton:	$30.00		
Cooling Units over 5 tons (per Ton):	$10.00		
Boilers (per 500K Btu of input):	$10.00		
Total:			$

Total of all permit fees: $

PINNACLE ALLIANCE FUND

June 7, 2013

Ms. Heather McKnight
City of League City
300 W. Walker St.
League City, TX 77573

RE: Clearing Project for Detention Facility for Pinnacle Park

Ms. McKnight:

We appreciate your working with us on the tree ordinance portion of the clearing and grubbing commercial permit application for this project. We have attached a diagram showing the limits of the project and the survey. This shows you the area we will be clearing.

Here is the procedure we discussed yesterday which we will carry out in the field. We will proceed with removing the Tallow trees, underbrush, and small trees. This will allow us to locate any trees that fit the 19 inch caliper requirements of the ordinance. Should we find any of those, we will leave them and mark them for your inspection. We will then work with you and the City for a disposition and replacement plan for any trees that fit the City ordinance.

Please feel free to contact me with any questions. We look forward to working with you to complete a successful project.

Best,

Marlin Williford, Pinnacle Alliance Fund
Development Director
Pinnacle Park Mixed Use Development

Direct: 713.944.2224
Mobile: 832.277.4818

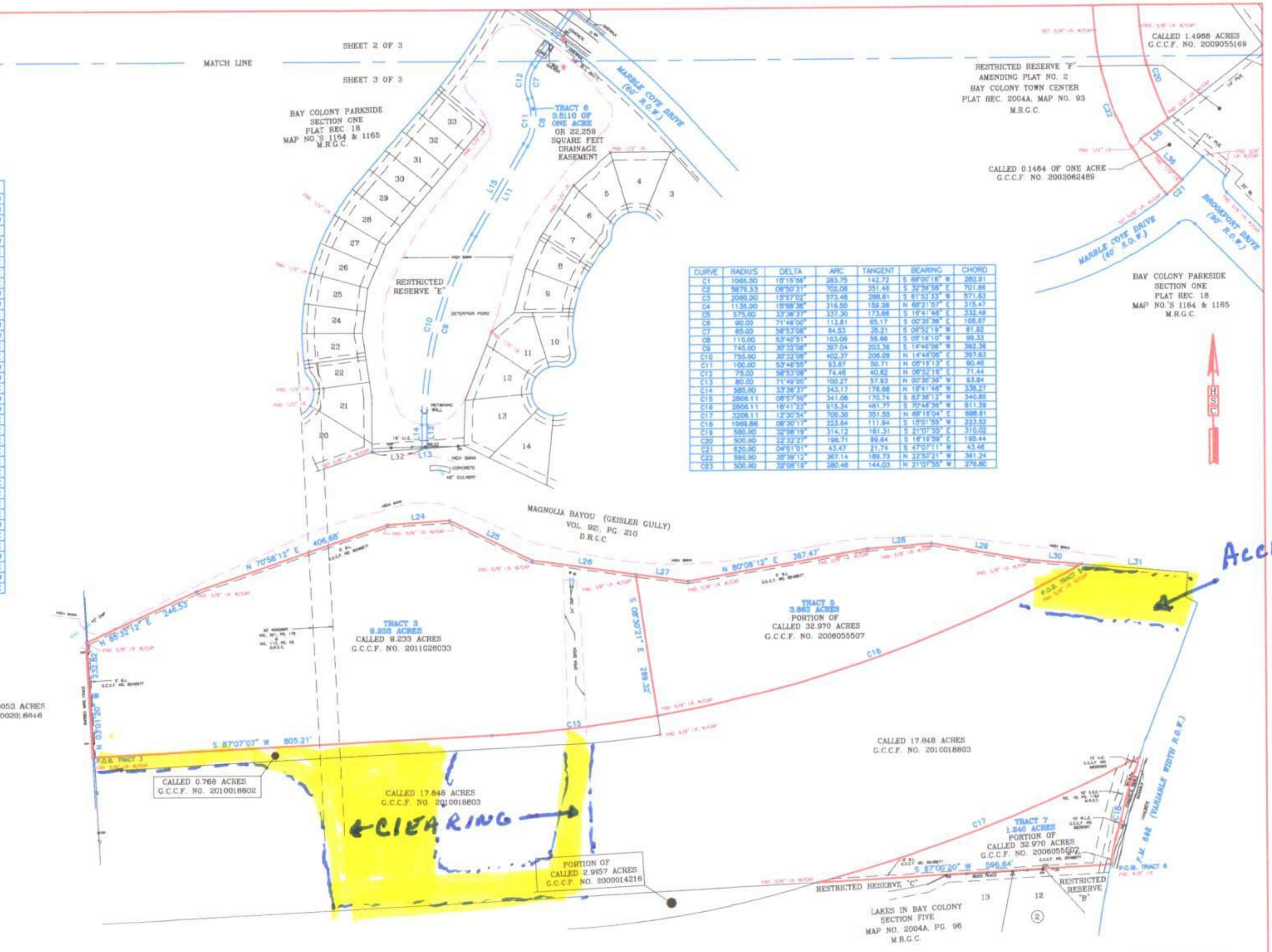
E-mail: mwilliford@pinnaclealliancefund.com

Enclosures as noted

NOTES:

1. This survey was performed in connection with the commitment for title insurance furnished by Fidelity-FNH National Title Insurance Company, C.F. No. FTH-18-FAH1200761 4HC, Dated: July 29, 2012.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204). Derived from CORS site TXLM.
3. Surveyor did not abstract tract.
4. ( ) indicates deed or plat call.
5. Subject to Restrictive Covenants as set out in G.C.C.F. No. 8548877 (Tracts 3 and 5) and Plat Record 2008A, Map No.'s 2 and 3 (Tract 5).
6. Based on graphical plotting no portion of this tract lies within a "100 year flood hazard area" as designated on The National Flood Insurance Program – Flood Insurance Rate Map issued by the Federal Emergency Management Agency under Community Panel Number 485488 0030 E for the City of League City, Texas dated September 22, 1999, however the tract may be affected by the "100 year flood hazard area" if field elevations on the tract were determined to be below base flood elevations as established by F.E.M.A. The "100 year flood hazard area" is subject to change as detailed studies become available and/or watershed or channel conditions change.
7. Subject to that particular Affidavit pertaining to a surface application on-site wastewater treatment system (G.C.C.F. No. 2004012337) (Tract 4).
8. Subject to that particular Affidavit pertaining to a surface application on-site wastewater treatment system (G.C.C.F. No. 2008062606) (Tract 4).
9. Subject to Terms, conditions and stipulations of that certain Net Profit's Interest Agreement, by and between Sonrise Properties, LTD., a Texas limited partnership and Julie Hall (G.C.C.F. No. 2007053248) (Tract 5).
10. Subject to Terms, conditions and stipulations of that certain Permanent Drainage and Detention Easement (G.C.C.F. No. 2008045501) (Tracts 1, 2, 4 and 6).
11. An Easement for drainage purposes extending a distance of 15' on each side of the center-line of all natural drainage courses (Plat Record 2008A, Map No.'s 2 and 3) (Tract 6).
12. Subject to Terms, conditions and stipulations of that certain Permanent Drainage and Detention Easement (G.C.C.F. No. 2008045501) (Tracts 1 and 2).
13. Subject to Terms, conditions and stipulations of that certain Access Easement Agreement, by and between Sonrise Realty Partners, LTD. and A-S 56 IH-45 South-FM 646, L.P. (G.C.C.F. No. 2008045504) (Tracts 1 and 2).
14. Unlocated pipeline right-of-way easement in favor of Phillips Petroleum Company (Vol. 377, Pg. 493 and Vol. 377, Pg 499 D.R.G.C.) has been released under Release Of Right Of Way Contract (G.C.C.F. No. 8627647)(Tracts 1 and 2).
15. Subject to unlocated pipeline right-of-way easement in favor of Pan American Pipeline Company (Vol.653, Pg. 224 D.R.G.C.) (Tracts 1 and 2).
16. Subject to Terms, conditions and stipulations of that certain Notice of Agreement (G.C.C.F. No. 2010062579) (All Tracts).
17. Tracts being more particularly described by separate metes and bounds. See HSC file numbers A12-045.000, B12-045.000, C12-045.000, D12-045.000, E12-045.000, F12-045.000, G12-045.000 and H12-045.000.
18. Revised July 1, 2012.
19. Revised and updated August 27, 2012.
20. Revised August 30, 2012.
21. Revised September 20, 2012.
22. Revised October 5, 2012.
23. Revised November 9, 2012 to add Tract 9 to sheets 2 and 3.
24. Revised March 15, 2013 to add proposed Brookport Road to sheets 1 and 2.

LINE	DISTANCE	BEARING
L1	120.41'	S 60°28'17" W
L2	100.00'	S 51°50'41" W
L3	60.66'	S 60°28'17" W
L4	92.53'	S 28°21'13" E
L5	19.86'	N 02°53'03" W
L6	100.00'	N 66°05'54" E
L7	120.45'	N 60°28'17" E
L8	257.27'	S 02°53'27" E
L9	31.99'	S 36°30'04" E
L10	663.46'	S 38°16'53" W
L11	210.55'	S 30°02'09" W
L12	47.83'	S 00°29'56" E
L13	10.02'	S 86°11'32" W
L14	48.40'	N 00°29'56" W
L15	210.74'	N 30°02'09" E
L16	663.46'	N 38°16'53" E
L17	31.99'	N 36°30'04" W
L18	257.27'	N 02°53'27" W
L19	10.00'	N 87°06'33" E
L20	149.28'	S 87°06'57" W
L21	257.35'	N 02°53'03" W
L22	149.28'	N 87°06'57" E
L23	257.35'	S 02°53'03" E
L24	123.15'	N 86°13'12" E
L25	188.38'	S 84°09'48" E
L26	215.00'	S 82°03'48" E
L27	106.25'	S 82°03'48" E
L28	131.42'	N 88°01'12" E
L29	200.87'	S 80°05'48" E
L30	107.81'	S 84°57'48" E
L31	212.91'	S 84°57'48" E
L32	98.34'	S 86°11'32" W
L33	161.59'	N 87°06'33" E
L34	163.04'	S 05°03'45" E
L35	66.20'	S 52°47'56" W
L36	116.28'	S 44°53'20" E
L37	210.80'	N 05°03'45" W
L38	72.64'	N 87°06'33" E



CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	1065.00	15°15'56"	283.75	142.72	S 68°00'18" W	282.91
C2	5879.33	06°50'31"	702.08	351.46	S 32°54'58" E	701.66
C3	2060.00	15°57'02"	573.46	288.61	S 61°32'33" W	571.63
C4	1135.00	15°58'38"	316.50	159.28	N 68°21'57" E	315.47
C5	575.00	33°36'37"	337.30	173.66	S 19°41'48" E	332.49
C6	90.00	71°49'00"	112.81	65.17	S 00°35'36" E	105.57
C7	65.00	56°53'08"	64.53	35.21	S 06°52'19" W	61.92
C8	110.00	53°40'51"	103.06	55.66	S 05°16'10" W	99.33
C9	745.00	30°32'08"	397.04	203.36	S 14°46'06" W	392.36
C10	755.00	30°32'08"	402.37	206.09	N 14°46'06" E	397.63
C11	100.00	53°46'55"	93.87	50.71	N 05°19'13" E	90.46
C12	75.00	56°53'08"	74.46	40.62	N 06°52'19" E	71.44
C13	80.00	71°49'00"	100.27	57.93	N 00°35'36" W	93.84
C14	585.00	33°36'37"	343.17	176.66	N 19°41'46" W	338.27
C15	2806.11	06°57'50"	341.06	170.74	S 63°36'12" W	340.85
C16	2806.11	18°41'23"	915.34	461.77	S 70°48'36" W	911.29
C17	3206.11	12°30'54"	700.30	351.55	N 69°18'04" E	698.91
C18	1969.86	06°30'17"	223.64	111.94	S 15°01'55" W	223.52
C19	560.00	32°08'19"	314.12	161.31	S 21°07'55" E	310.02
C20	500.00	22°32'27"	196.71	99.64	S 16°19'59" E	195.44
C21	620.00	04°01'01"	43.47	21.74	S 47°07'11" W	43.46
C22	590.00	35°39'12"	367.14	189.73	N 22°53'21" W	361.24
C23	500.00	32°08'19"	280.46	144.03	N 21°07'55" W	276.80

LEGEND

AC = AIR CONDITIONER
BL = BUILDING LINE
BRG = BEARS
-X- = BARBED WIRE FENCE
-O- = CHAIN LINK FENCE
B.L. = BUILDING LINE
CLM = COLUMN
CMP = CORRUGATED METAL PIPE
DG = DOWN GUY
D.R.G.C. = DEED RECORDS OF GALVESTON COUNTY
EB = ELECTRIC BOX
FH = FIRE HYDRANT
FND = FOUND
G.C.C.F. NO. = GALVESTON COUNTY CLERK'S FILE NUMBER
GP = GATE POST
GSV = GAS SHUTOFF VALVE
GV = GAS VALVE
I.R. = IRON ROD
I.P. = IRON PIPE
ICV = IRRIGATION CONTROL VALVE
LS = LIGHT STANDARD
MB = MAIL BOX
MH = MANHOLE
MP = METER POLE
M.R.G.C. = MAP RECORDS OF GALVESTON COUNTY
PLM = PIPE LINE MARKER
P.O.B. = POINT OF BEGINNING
PP = POWER POLE
RCP = REINFORCED CONCRETE
S.S.E. = SANITARY SEWER EASEMENT
U.E. = UTILITY EASEMENT
WIF = WROUGHT IRON FENCE
W.L.E. = WATER LINE EASEMENT
WLM = WATER LINE MARKER
WM = WATER METER
WS = WATER SPIGOT
WV = WATER VALVE
-//- = WOOD FENCE

#2 Galveston County ROW Project Limits Diagram (Clearing & Grubbing)

I hereby certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey.

STATE OF TEXAS REGISTERED BRIAN K. LUNELL 5954 PROFESSIONAL LAND SURVEYOR

Registered Professional Land Surveyor

HSC 02028-E-2
1204500.DWG

SHEET 3 OF 3

HOVIS SURVEYING COMPANY
Land Surveys – Computer Mapping
3000 Cabbage – Spring, Texas 77379
(281) 320-9591
Acreage – Residential – Industrial – Commercial

LAND TITLE SURVEY OF 10.561 ACRES (TRACT 1), 69.807 ACRES (TRACT 2), 9.233 ACRES (TRACT 3), 0.8619 ACRES (TRACT 4), 3.863 ACRES (TRACT 5), 0.5110 OF ONE ACRE (TRACT 6), 1.2403 ACRES (TRACT 7) AND 4.834 ACRES (TRACT 8) OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NO. 3 AND THE PERRY AND AUSTIN UPPER LEAGUE, ABSTRACT NO. 19, GALVESTON COUNTY, TEXAS.

DATE: JUNE 14, 2012 SCALE: 1" = 100' JOB NO. 12-045-00

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-4725

Data on this Web site represents Preliminary 2013 Information

Home
General Information
News
FAQ
Searches
Property ID Search
Account Search
Owner Search
Address Search
Property Data
Detail Sheet
History
Datasheet
Other
Taxing Units
Neighborhoods
Abstracts
Subdivisions
ARB Rules
ONLINE Protest Info
Online Protest Login
New Homestead Info
Tax Code
Calendar
Property Codes
County Tax Rates

Property Detail Sheet (R520561)

History Plat Map GIS Map Datasheet
Protest

Owner Information

Owner ID:	O291850
Owner Name:	COUNTY-GALVESTON
Owner Address:	ROW
	,
Property Address:	

Parcel Information

Legal Description:	ABST 19 PERRY & AUSTIN SUR TR 69-5-7 ACRES 18.616
Neighborhood:	0019(0019 - Perry And Austin Survey)
Acreage:	18.616
Cross Reference:	0019-0069-0005-007
Undivided Interest:	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes:	S11 (Dickinson Isd) GGA (Galveston County) J05 (Mainland College) M14 (Mud District #14) RFL (Co Road & Flood) C40 (League City)
Deed Type:	
Deed Book:	
Deed Page:	
Map Page:	165-D
Links:	R388385, R509672

Values Breakdown	2013 Preliminary Value
Land HS:	$0 +
Land NHS:	$845,160 +
Improvement HS:	$0 +
Improvement NHS:	$0 +
Ag Market:	$0
Ag Use:	$0 +

SPECIFICATIONS:

STORM WATER POLLUTION PREVENTION PLAN / TPDES

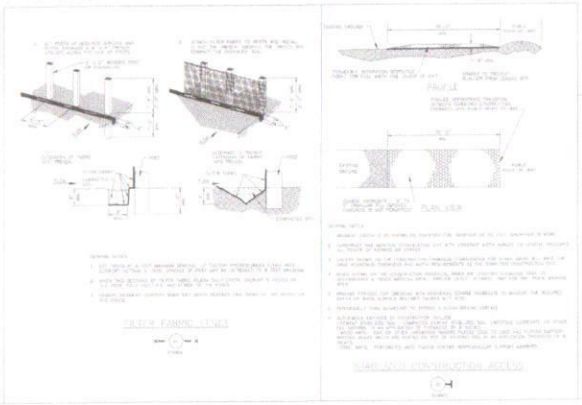
GENERAL AND SPECIAL, SUMMARY AND PERMANENT STORM WATER POLLUTION PREVENTION CONTROL MEASURES SHOWN IN THE PLANS, CONSTRUCT APPROXIMATE IN COMPLIANCE WITH THE INTENT OF SUCH POLLUTION CONTROL MEASURES. TEXAS STANDARD SPECIFICATIONS, STORM WATER POLLUTION PREVENTION

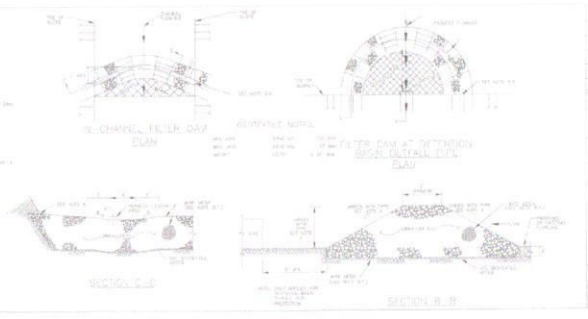
LOCATION:

1. CONTRACTOR IS RESPONSIBLE FOR ALL POLLUTION PREVENTION MEASURES SHOWN IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPP).
2. SUBMIT A STORM WATER TPDES GENERAL PERMIT NOTICE OF INTENT (NOI) AT LEAST 48 HRS BEFORE TO START OF CONSTRUCTION TO THE APPROPRIATE AGENCY SHOWN ON THE SWPP INCLUDING THE NOI.
3. POST SIGNED AND COMPLETED NOI POSTING NOTICE ON CONSTRUCTION SITE NOTICE CONSTRUCTION ENTRANCE FOR PUBLIC VIEWING, AND KEEP A COPY OF THE SWPP AT THE JOB SITE AT ALL TIMES.
4. INSTALL PREVENTATIVE POLLUTION CONTROL MEASURES IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND WITH PROJECT SPECIFICATIONS.
5. INSTALL INTERIM CONTROL MEASURES AND CONSTRUCTION ENTRANCES AS SHOWN ON THE SWPPP PRIOR TO BEGINNING CLEAR POLLUTION POLLUTION CONTROL MEASURES SHALL BE REPAIRED, RESTRUCTURED, POLLUTED OR REPOLLUTED WITH FIRST "RAINFALL" PRIOR TO CONSTRUCTION IN ACCORDANCE WITH THE SWPP.
6. CONTRACTOR IS RESPONSIBLE FOR ANY SUBSIDIES THAT EXCEEDS THE CONSTRUCTION SITE, AND SHALL REMOVE THE ACCUMULATION OF DRY SITE SEDIMENT IMMEDIATELY.
7. MAINTAIN SEDIMENT TRAPS OR SEDIMENTATION BASINS.
8. POST SITE MATERIAL STORAGE AREAS (LIST SOILS) BY THE PROJECT AND TEMPORARY PART OF THE PROJECT.
9. MAINTAIN RECORDS OF PROJECT INSPECTION DATES AND FOLLOW CHANGES AS REQUIRED BY THE SWPP.
10. INSPECT POLLUTION CONTROL MEASURES EVERY 14 DAYS AND WITHIN 24 HOURS AFTER A STORM EVENT. UNLESS THAT LIST FORMS OF WARNING, AN INSPECTION REPORT SHALL BE RECORDED AS REQUIRED BY THE SWPP.
11. REPOLLUTION LISTED DURING THE INSPECTION MUST BE CORRECTED AND DOCUMENTED WITHIN SEVEN CALENDAR DAYS OR BEFORE THE NEXT INCREMENTAL STORM EVENT.

STORM WATER POLLUTION PREVENTION NOTES

1. PRIOR TO CONSTRUCTION, WRITE SECTION THE NOTICE OF INTENT (NOI) OR CONSTRUCTION SITE NOTICE (CSN) HAVE BEEN FILED AND POSTED. COPIES FOR PUBLIC VIEWING AND THE TPDES PERMIT AND SWPPP ARE AVAILABLE AT THE PROJECT. IF REMOVED, THE NOI OR PERMIT CONTACT LISTED THE COUNTY WILL REPORT THEM. IF NOI IS NOT WRITTEN, IT IS COMPLETE AND IS PREPARED FOR DELIVERY TO THE SITE.
2. INSTALL STORM WATER POLLUTION PREVENTION CONTROLS (WHICH DO NOT YET INTERFERE WITH CLEARING, GRUBBING, EXCAVATION).
3. THE PLACEMENT OF STORM WATER POLLUTION PREVENTION CONTROLS SHALL BE IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION CONTROL PLAN.
4. ANY REVISION, VARIATION, OR MATERIALS OR LOCATIONS OF CONTROLS OR NOTES FROM THOSE SHOWN ON THE APPROVED PLANS WILL REQUIRE A REVISION. THIS MUST BE APPROVED BY THE ENGINEER. AT APPROPRIATE WATER CHANGES TO BE MADE AS FIELD REQUIRED, TO THE STORM WATER POLLUTION PREVENTION CONTROLS (WHICH MAY BE REQUIRED BY THE CONTRACTOR DURING THE CONTROL OR CONSTRUCTION TO CORRECT CONTROL BACKGROUND).
5. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND EXCEPT AT INTERVALS OF AT LEAST ONCE EVERY 14 CALENDAR DAYS AND WITHIN 24 HOURS AT THE END OF A STORM EVENT OR 24 HOURS ON CLOSED TO ENSURE THAT THEY ARE FUNCTIONING PROPERLY. THE INSPECTION REPORTS FOR MAINTENANCE OF CONTROLS AND NOTES SHALL IMMEDIATELY MADE AND RECORDED AT CONTROL MUST BE REPAIRED WITHIN THE SEVEN REMOVES OR 30 HOURS.
6. WHEN SEDIMENT REMOVAL CANNOT BE PRACTICALLY INSTALLED (DUE TRANSFER IN WATER DIRECTION MAY BALES).
7. SOIL DISTURBANCES SHALL BE MINIMIZED BY EXPOSING ONLY THE SMALLEST PRACTICAL AREA OF LAND REQUIRED FOR THE CLEARING AND GRADING ACTIVITY AND FOR THE CONSTRUCTION ACTIVITIES FOR THE SHORTEST PRACTICAL PERIOD.
8. STABILIZATION MEASURES WILL BE INITIATED ON SITE AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, AND EXCEPT AS PROVIDED BELOW WILL BE INITIATED NO LATER THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITIES HAVE CEASED ON THAT PORTION OF THE SITE AND TEMPORARILY OR PERMANENTLY CEASED.
9. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN SEVEN (7) DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
10. TRAFFIC LEAVING THE CONSTRUCTION SITE WILL USE THROUGH A STABILIZED CONSTRUCTION EXIT AS LOCATED ON THE PLANS. WHEN SOIL HAVE COLLECTED ON THE STABILIZED CONSTRUCTION EXIT TO AN EXTENT WHICH REQUIRES ITS REMOVAL (DISCRETIONARY), THE SURFACE WILL BE CLEANED THE RESTORATION THE TO ORIGINAL SURFACE.
11. REGULARLY MAINTAIN ALL ARTERIAL OFF-SITE AND PAVED PUBLIC STREETS WHICH SHALL BE KEPT CLEAN IMMEDIATELY.
12. PERMANENT EROSION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED AS FOLLOWS:
    (A) A MINIMUM OF FOUR INCHES OF TOPSOIL SHALL BE PLACED IN ALL UNPAVED CHANNEL BOTTOMS, POINTS AND BE PREPARED FOR GRASS AND WOODY PLANT USE.
    (B) THE SEEDING FOR PERMANENT EROSION CONTROL SHALL BE WITHIN THIRTY DAYS FOLLOWING AT CONSTRUCTION.
13. ON THE GENERAL PERMIT REQUIRES THAT A MINIMUM OF TEMPORARY SEDIMENT BASIN OR INSTALLED IN AND DRAINAGE. CONTROL BASIN SHALL HAVE TO ADDRESS IN THE DRAINAGE AREA DISTURBED AT ONE TIME. THE SEDIMENT BASIN MUST PROVIDE AT LEAST TWICE SUBSTITUTE STORAGE FOR EVERY ACRE OF LAND WHICH IT DRAINS.
14. CONTRACTOR TO COORDINATE CONSTRUCTION ACCESS TO SUIT IN WITH OWNER AUTHORITY.
15. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH AT THE TOP SOIL AND REPAIRS AND PERMANENT EROSION CONTROL NOTE OF ABOVE.





REVISIONS	DATE	APP

101 LEAGUE CITY I - 45/846 S.P.

STORM WATER POLLUTION PREVENTION PLAN

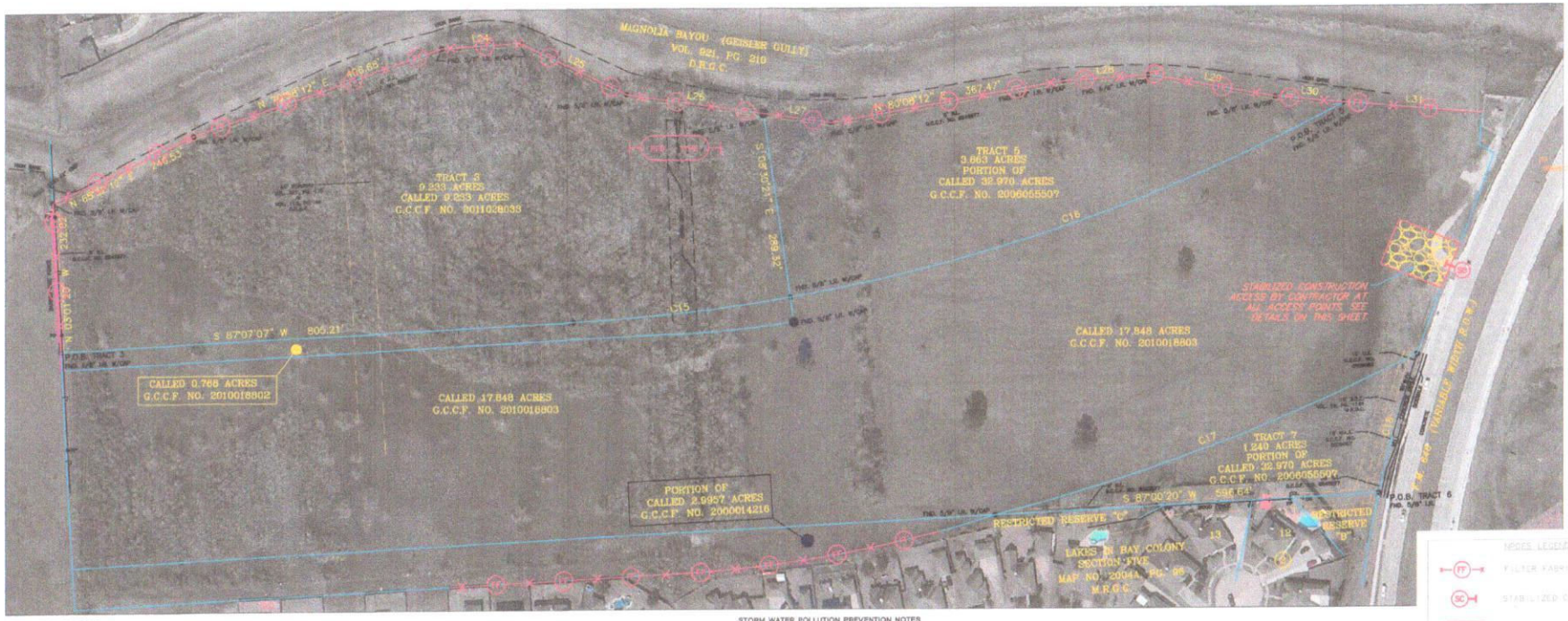
TERRA

CONSULTING ENGINEERS
1045 W. LOOP WEST - SUITE 450
HOUSTON, TEXAS 77008
713-863-0233
TBPE REGISTRATION NO. F-003832

DRAWN BY	SCALE: 1" = 80'	CONTRACT
CHECKED BY	DATE	PROJECT NO.
FILE NAME: SWPP-COLOR	PLOT SCALE: 1"	SHEET 1 OF 1

CLEARING & GRUBBING PROJECT LOCATED AT FM 646 WEST AND MAGNOLIA GULLEY IN LEAGUE CITY, TX.

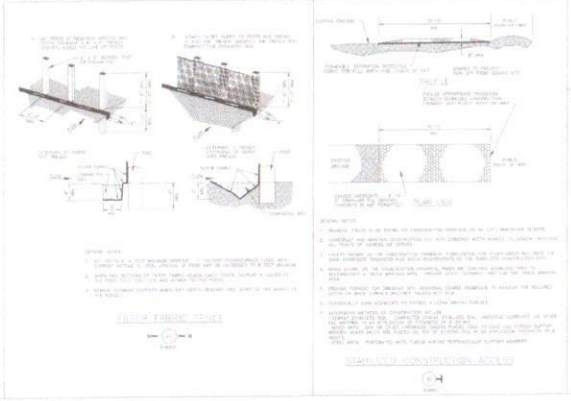
SCOPE OF WORK: Remove trees and vegetation (Clear and Grub) in the designated "Clearing Area". Dispose of the waste material as follows: 1) Chip and grind the waste material and distribute it evenly within the designated "Clearing Area". Maintain the existing soil as much as possible in the clearing area. Lightly compact the surface in the clearing area and clean out the existing ditches so that they drain.

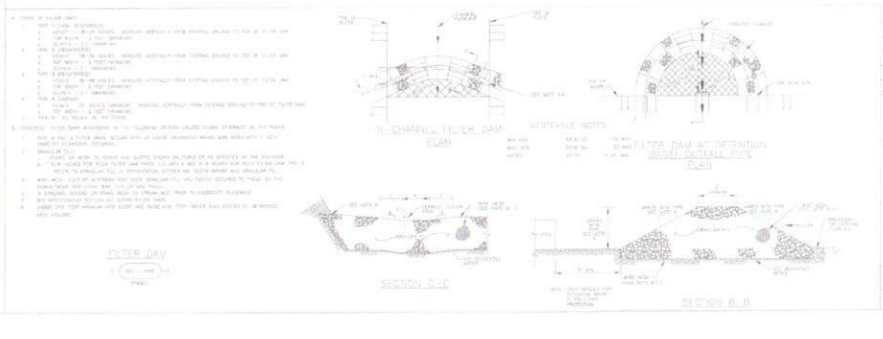


SPECIFICATIONS:

STORM WATER POLLUTION PREVENTION PLAN / TPDES

STORM WATER POLLUTION PREVENTION NOTES





NOTES LEGEND

FF — FILTER FABRIC FENCE

SC — STABILIZED CONSTRUCTION EXIT

RFD — ROCK FILTER DAM

6-13-13

REVISIONS			
REV.	DESCRIPTION	DATE	APP.

101 LEAGUE CITY I 45/646 LP

STORM WATER POLLUTION PREVENTION PLAN

TERRA

1445 N. LOOP WEST - SU 420
HOUSTON, TEXAS 77008
713-861-2323

CONSULTING ENGINEERS — TBPE Registration No. F-2608

DRAWN BY	SCALE 1" = 80'	CONTRACT
CHECKED BY	DATE	PROJECT NO.
FILE NAME: SWPPP-COVER	PLOT SCALE 1:1	SHEET 1 OF 14

AGENDA ITEM #38.a.

Binkley & Barfield
consulting engineers

RECEIVED
JUN 05 2013
GALVESTON COUNTY JUDGE

June 4, 2013

Honorable Judge and Commissioners Court
Galveston County
722 Moody
Galveston, Texas 77550

Attn: Mike Fitzgerald, P. E.
County Engineer

Re: Amendment No. 1 to the Professional Services Engineering Contract for the FM 646 Project

Dear Mr. Fitzgerald,

Attached for your consideration is amendment No. 1 to the professional engineering services contract for FM 646 between Galveston County and Binkley and Barfield, Inc. dated January 24, 2012.

Joel Schramm, P.E. – V.P. Transportation

Original Contract Amount	$1,042,002.00
Amendment No. 1	$ 5,562.00
Revised Contract Amount	$1,047,564.00

APPROVED:

Mark Henry, County Judge

Date

ATTEST:

Dwight Sullivan, County Clerk

EXHIBIT D

FM 646 @ SH 6 - Temporary Traffic Signal Design

BINKLEY & BARFIELD , INC. Description of Work Tasks	Project Manager	Project Engineer	EIT	TOTAL LABOR & COSTS
FM 646 @ SH 6 - Temporary Traffic Signal Design				
Basis of Estimate Sheet		1	2	3
Condition Diagram(s)	1	1	2	4
Traffic Signal Plan Layouts	2	4	10	16
Traffic Signal Details	2	4	10	16
Electrical Schedule	1	4	8	13
HOURS SUB-TOTALS	**6**	**14**	**32**	**52**
CONTRACT RATE PER HOUR	$175.00	$128.00	$85.00	
TOTAL LABOR COSTS	$ 1,050.00	$ 1,792.00	$ 2,720.00	$ 5,562.00
TOTAL				**$ 5,562.00**

AGENDA ITEM #38.b.

"DRAFT"

June 17, 2013

Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

Attention: Mr. Michael W. Alford, P.E.
District Engineer
Houston District

Subject: Notification of Completion
FM 646 from FM 1764 to FM 517
CSJ 0978-01-024

Mr. Alford:

This letter is Notification of Completion for the subject project according to Paragraph 9.c. of the Pass Through Toll Agreement between Galveston County and Texas Department of Transportation (TxDOT) dated April 11, 2007.

Previously you received Notification of Completion from Dannenbaum Engineering via letter dated March 4, 2013, a copy of which is attached. The March 4, 2013 letter certified the project as substantially complete as of February 24, 2013 in accordance with the drawings and specifications approved by TxDOT and the Engineer of Record certified that all materials incorporated into the project conform to Drawings and Specifications as approved by TxDOT.

Galveston County requests TxDOT to accept the subject project into TxDOT's system for operation and maintenance. On behalf of Galveston County, I thank you for your assistance in helping to complete the subject project for Galveston County and the State of Texas.

Respectfully,

Mark Henry
County Judge

cc: Mike Fitzgerald, P.E., Galveston County
Sargon Youhannazad, TxDOT Houston District
R. Todd Corbin, P.E., TxDOT Galveston Area Office
James M. Bass, Chief Financial Officer, TxDOT

W:highways.fm646ptf.notificationofcompletion.6.17.13

DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING EXCELLENCE SINCE 1945

March 4, 2013

Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

Attention: Mr. Michael W. Alford, P.E.
District Engineer
Houston District

Subject: Notification of Completion
FM 646 from FM 1764 to FM 517
CSJ 0978-01-024

Mr. Alford:

This letter is Notification of Completion for the subject project according to Paragraph 9.c. of the Agreement between Galveston County and Texas Department of Transportation (TxDOT) dated April 11, 2007.

On behalf of Galveston County, I certify that the project completed on February 24, 2013 substantially complies with the Drawings and Specifications as approved by TxDOT. I certify that all materials incorporated into the project are in conformity with the approved Drawings and Specifications. Record Drawings and Right-of-Way Parcel information will be provided to TxDOT within six months of the date of this Notification letter, according to Paragraph 5.5 in Attachment D of the abovementioned Agreement.

I respectfully ask you to accept the subject project into TxDOT's system for operation and maintenance. On behalf of Galveston County, I thank you for your valuable assistance in helping to complete the subject project for Galveston County and the State of Texas.

Please contact me if you have any questions.

Very truly yours,

DANNENBAUM ENGINEERING CORPORATION

Larry S. Marr

Larry S. Marr, P.E.
Senior Project Manager

cc: Mike Fitzgerald, P.E., Galveston County
Sargon Youhannazad, TxDOT Houston District
R. Todd Corbin, P.E., TxDOT Galveston Area Office

State of Texas
County of Harris

Before me, Larry S. Marr, on this day personally appeared Larry S. Marr, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of March, 2013

(Seal)

Anita G. Yarbrough
Notary Public's Signature

AGENDA ITEM #38.c.

Bond No. B008037

BOND IN FAVOR OF GALVESTON COUNTY TO REPAIR DAMAGES CAUSED BY OVERSIZE/OVERWEIGHT/OVERLENGTH LOADS

Contact:
Layne Harding
Road Administrator

Telephone 281/534-4152
Facsimile 409/765-3247

The State of Texas §
§
County of Galveston § **Know All Men By These Presents:**

Whereas on March 11, 2013 **ALTA MESA SERVICES, LP** was issued Permit Number 758140 by the Railroad Commission of Texas, Oil and Gas Division to drill a directional well on State Tract 353 No. 1 in the A. Edwards Survey, Abstract No. 10 and Dickinson Bay Block No. 353 in Galveston County, Texas; and

Whereas, on March 27, 2013 **Galveston County (County)** issued Permit No. 24863 to **ALTA MESA SERVICES, LP** to construct an oil and gas drilling site at 2340½ Avenue N, San Leon, Texas; and

Whereas, to accommodate the needs of **ALTA MESA SERVICES, LP,** the **County,** acting through its **Road Department,** widened out the intersection of 24th and Avenue N in San Leon by adding 16' of 24" culverts, 40' of 18" culverts and covering the culverts with cement stabilized crushed concrete base to enable trucks belonging to Nabors Drilling (Nabors Industries, Inc.-Nabors Industries, Ltd.), Stallion Oilfield Services and/or other third parties to make the necessary turns; and

Whereas the equipment, labor and material costs to the **County** for widening the intersection was $7,405.04; and

Whereas **ALTA MESA SERVICES, LP** has agreed to reimburse the County for these expenses; and

Whereas, as of this date, **ALTA MESA SERVICES, LP** has completed the construction of the drilling site and is presently drilling the State Tr. 353 #1 Well; and

Whereas, in addition to constructing the drilling site **ALTA MESA SERVICES, LP** has contracted with Nabors Drilling, Stallion Oilfield Services and/or other third parties to transport oversize, overweight and overlength loads ("**Improvements**") over the following Galveston County owned roads:

Portions of 24th St. and Avenue N. between State Hwy 517 and the drilling site (the "**Roads**") in order to install a drilling rig, temporary housing and other Improvements at the drilling site for and on behalf of **ALTA MESA SERVICES, LP***;* and

Whereas, upon completion of drilling operations the **Improvements** will be removed and transported over the same Roads; and

Whereas, while transporting the **Improvements** to and from the drilling site, there is a possibility that the above Roads or culverts located upon such roads may be damaged; and

Whereas, the transporting of the **Improvements** to and/or from the drilling site for the drilling and completion of the State Tr. 353 #1 Well should be completed within the upcoming sixty (60) days; and

Whereas, **ALTA MESA SERVICES, LP** has agreed to be responsible for the reconstruction and/or repair of any **Roads** that may be damaged by any third parties transporting Improvements on behalf of **ALTA MESA SERVICES, LP**; and

Whereas, **ALTA MESA SERVICES, LP** is also willing to execute a bond in the amount of **One Hundred Fifty Thousand ($150,000) Dollars** to ensure that such **Roads** will be repaired and/or restored to the condition they were in prior to transporting the **Improvements;** and

Whereas issuance of the bond is partially in consideration of the County enlarging the intersection and partially because **Alta Mesa Services, LP** recognizes and understands that Galveston County has an obligation to maintain the Roads and that **ALTA MESA SERVICES, LP** or its third party contractors may cause damages to the Roads and culverts that will need to be repaired.

Now, Therefore Know all Men by These Presents:

That for and in consideration of the issuance of this **Bond**, **ALTA MESA SERVICES, LP**, of the County of Harris, the State of Texas, as Principal and the other signer hereto as Surety, acknowledge themselves indebted to pay **Galveston County, a political subdivision of the State of Texas**, the sum of **One Hundred Fifty Thousand and No/100 ($150,000.00) Dollars**, to bind themselves, their heirs, executors, administrators successors and assigns; conditioned however, as follows:

Upon completion of the drilling operations being conducted by **ALTA MESA SERVICES, LP,** the **Road Administrator** shall fairly and reasonably assess any damages that may have occurred to the **Roads** and promptly notify **ALTA MESA SERVICES, LP** of his findings.

ALTA MESA SERVICES, LP agrees to be responsible for any damage caused by itself or by any third party acting on its behalf to any **Roads** caused by the transporting of any **Improvements** to and from the drilling site and agrees to either timely commence reconstruction and/or repair any such damage caused to the **Roads** to the reasonable satisfaction of the **Road Administrator** or, within fifteen (15) business days after the receipt of such notification by the **Road Administrator** to tender the principal sum of **One Hundred Fifty Thousand and No/100 ($150,000.00) Dollars** to the **County.**

ALTA MESA SERVICES, LP, also agrees to pay the **County** the sum of $7,405.04 for the improvements made by the **County** at the intersection of 24th and Avenue N in San Leon within 15 days upon execution of this **Bond.**

In the event said **Improvements** are moved along and over said **Roads** by the said **ALTA MESA SERVICES, LP,** or by third parties acting on its behalf, without damage to said **Roads** then this obligation shall be null and void, otherwise to remain in full force and effect until said damages have been reconstructed and/or repaired to the reasonable satisfaction of the **Road Administrator** or the **One Hundred Fifty Thousand and No/100 ($150,000.00) Dollars** has been tendered to and accepted by the **County.**

It is further agreed and understood that this bond shall not be void on first recovery but may be sued on in Galveston County, Texas, in successive suits until the full sum necessary to recover any damages as provided herein shall have been recovered.

This Indemnity Bond shall remain in force and be good for one year from date.

Executed this 21st day of May, 2013 but effective March 27, 2013.

_____
***ALTA MESA SERVICES, LP*, Principal**

_____
***U.S. Specialty Insurance Company*, Surety**
Edwin H. Frank, III, Attorney-in-Fact

Attest for Surety:

Wendy E. Pierson
Secretary

Bond approved this _____ day of_____, 2013.

_____
Mark A. Henry
County Judge

Attest: _____
Dwight D. Sullivan
County Clerk

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

1 To obtain information or make a complaint:
2 You may contact your agent.

3 You may call the company's toll free telephone number for information or to make a complaint at:

1-800-486-6695

4 You may also write to the company:

601 S. Figueroa St., Suite 1600
Los Angeles, CA 90017

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

6 You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax No.: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

7

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

8

This notice is for information only and does not become part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Puede comunicarse con su agente.

Usted puede llamar de numerero de telefono gratis de la compania para informacion o para someter una queja al:

1-800-486-6695

Usted tambien puede escribir a la compañía:

601 S. Figueroa St., Suite 1600
Los Angeles, CA 90017

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax No.: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la companie primero. Si no se resuelve la disputa, prede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Edwin H. Frank, III, Michele K. Tyson or W. Russell Brown, Jr. of Houston, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** **********Three Million********** **Dollars ($ **3,000,000.00**).** This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, on March 27, 2013.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On March 27, 2013, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah Reese (Seal)

DEBORAH REESE
Commission # 1926048
Notary Public - California
Los Angeles County
My Comm. Expires Mar 18, 2015

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 27th day of March, 2013.

Corporate Seals

_____
eannie Lee, Assistant Secretary

Bond No. B008037
Agency No. 8353

AGENDA ITEM #38.d.

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 Timothy Byrom and Carol D. Buckley and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 27 and 28, Block 27 of LIVE OAK RIGED SUBDIVISION, in Galveston County, Texas, recorded in Volume 254-A, Page 74, of the Map Records in the County Clerk's Office of Galveston County, Texas, and portions of a tract under the name of E.L. Robinson and as conveyed to Timothy Byrom in Galveston County Clerk File No. 2013019643, 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 Lots 27 and 28, Block 27 of LIVE OAK RIDGE SUBDIVISION and the Timothy Byrom Tract (GCCFN 2013019643) attached hereto as EXHIBIT "A".

TRACTS 27-A, 126-A, 126-B and 126-C

1. Only Lots 27 and 28, Block 27 of LIVE OAK RIDGE SUBDIVISION and the Timothy Byrom Tract (GCCFN 2013019643) are to be involved in these conveyances. Petitioners are the sole owners of said of Lots 27 and 28, Block 27 of LIVE OAK RIDGE SUBDIVISION and the Timothy Byrom Tract (GCCFN 2013019643).

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 Timothy Byrom and Carol D. Buckley, Petitioners herein.

3. Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.

4. The Petitioners understand that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.

5. Approval of this metes and bounds application does not guarantee Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 27 and 28, Block 27 of LIVE OAK RIDGE SUBDIVISION and the Timothy Byrom Tract (GCCFN 2013019643) 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.

Timothy Byrom
16 Oakleigh
Beaumont, TX 77706

Carol D. Buckley
4029 Piping Rock
Houston, TX 77027

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioner **Timothy Byrom** to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

LINDA C. RICHARDSON
Notary Public, State of Texas
My Commission Expires
April 16, 2016

Linda C. Richardson

Notary Public-State of Texas

THE STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority on this day personally appeared Petitioner **Carol D. Buckley** to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 28 day of May, 2013.

Rachel Aden

Notary Public-State of Texas

RACHEL ADEN
MY COMMISSION EXPIRES
OCTOBER 28, 2013

APPROVED

BY: _____ _____
MARK HENRY Date
Galveston County Judge

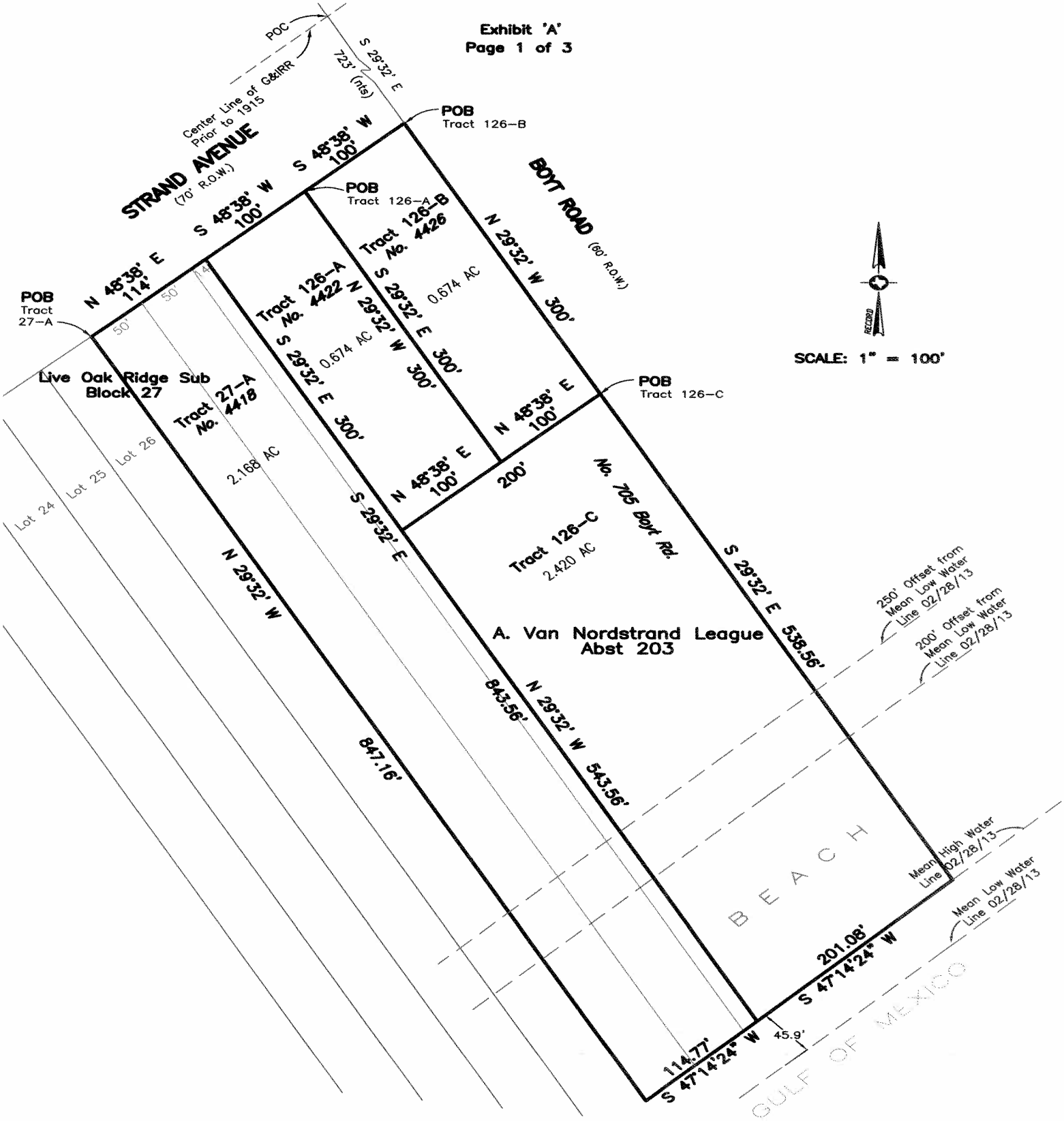
ATTEST:

_____ _____
DWIGHT SULLIVAN Date
County Clerk

By:_____
Deputy

13-0254 MB App Byrom-Buckley

Exhibit 'A'
Page 1 of 3



COASTAL SURVEYING OF TEXAS, INC.
P.O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400
fx (409) 684-6112
975 LAZY LANE WEST, CRYSTAL BEACH
SURVEYGALVESTON.COM

13-0254

Tract 126–A

Being part of that tract under the name of E. L. Robinson out of the extreme Southeastern portion of E. W. Boyt 316 acre tract, in A. VAN NORDSTRAND LEAGUE, Bolivar Peninsula, in Galveston County, Texas, which is shown on Plat of Live Oak Ridge, a subdivision recorded in Book 254–A, Page 74, Galveston County Map Records in the Office of the County Clerk of Galveston County, Texas, said tract conveyed to David L. Cargill in Volume 1683, Page 269, of the Deed Records of Galveston County, Texas, and conveyed to Timothy Byrom in Galveston County Clerk File No. 2013019643, said tract 126–A being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the center line of Gulf and Intra State Ry. right–of–way prior to August, 1915, with the West line of said Boyt Road;

THENCE: South 29°32' East, 723 feet more or less to the intersection of the West line of Boyt Road (60' R.O.W.), and the South line of Strand Avenue (70' R.O.W.);

THENCE: South 48°38' West with the said South line of Strand Avenue, a distance of 100 feet to the PLACE OF BEGINNING.

THENCE: Continuing South 48°38' West with the said South line of Strand Avenue, a distance of 100 feet;

THENCE: South 29°32' East, a distance of 300 feet;

THENCE: North 48°38' East, a distance of 100 feet;

THENCE: North 29°32' West, a distance of 300 feet to the POINT OF BEGINNING, containing 0.674 acres.

Tract 126–B

Being part of that tract under the name of E. L. Robinson out of the extreme Southeastern portion of E. W. Boyt 316 acre tract, in A. VAN NORDSTRAND LEAGUE, Bolivar Peninsula, in Galveston County, Texas, which is shown on Plat of Live Oak Ridge, a subdivision recorded in Book 254–A, Page 74, Galveston County Map Records in the Office of the County Clerk of Galveston County, Texas, said tract conveyed to David L. Cargill in Volume 1683, Page 269, of the Deed Records of Galveston County, Texas, and as conveyed to Timothy Byrom in Galveston County Clerk File No. 2013019643, said Tract 126–B being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the center line of Gulf and Intra State Ry. right–of–way prior to August, 1915, with the West line of said Boyt Road;

THENCE: South 29°32' East, 723 feet more or less to the intersection of the West line of Boyt Road (60' R.O.W.), and the South line of Strand Avenue (70' R.O.W.) and the POINT OF BEGINNING.

THENCE: South 48°38' West with the said South line of Strand Avenue, a distance of 100 feet;

THENCE: South 29°32' East, a distance of 300 feet;

THENCE: North 48°38' East, a distance of 100 feet to the West line of Boyt Road;

THENCE: North 29°32' West, along the West line of Boyt Road, a distance of 300 feet to the POINT OF BEGINNING, containing 0.674 acres.

COASTAL SURVEYING OF TEXAS, INC.
P.O. BOX 2742 (mailing) ph (409) 684–6400
CRYSTAL BEACH, TX 77650 fx (409) 684–6112
975 LAZY LANE WEST, CRYSTAL BEACH
SURVEYGALVESTON.COM

Tract 126–C

Being part of that tract under the name of E. L. Robinson out of the extreme Southeastern portion of E. W. Boyt 316 acre tract, in A. VAN NORDSTRAND LEAGUE, Bolivar Peninsula, in Galveston County, Texas, which is shown on Plat of Live Oak Ridge, a subdivision recorded in Book 254–A, Page 74, Galveston County Map Records in the Office of the County Clerk of Galveston County, Texas, said tract conveyed to David L. Cargill in Volume 1683, Page 269, of the Deed Records of Galveston County, Texas, and as conveyed to Timothy Byrom in Galveston County Clerk File No. 2013019643, said Tract 126–C being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the center line of Gulf and Intra State Ry. right–of–way prior to August, 1915, with the West line of said Boyt Road;

THENCE: South 29°32' East, 723 feet more or less to the intersection of the West line of Boyt Road (60' R.O.W.), and the South line of Strand Avenue (70' R.O.W.),

THENCE: Continuing South 29°32' East, a distance of 300 feet to the PLACE OF BEGINNING;

THENCE: Continuing South 29°32' East, a distance of 538.56 feet to the Mean High Water of the Gulf of Mexico as surveyed on 02/28/13;

THENCE: South 47°14'24" West, along said Mean High Water, a distance of 201.08 feet;

THENCE: North 29°32' West, a distance of 543.56 feet;

THENCE: North 48°38' East, a distance of 200 feet to the POINT OF BEGINNING, containing 2.420 acres, more or less.

Tract 27–A

Being Lots 27 and 28, Block 27, of LIVE OAK RIDGE SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254–A, Page 74, of the Map Records in the Office of the County Clerk of Galveston County, Texas, as conveyed to James C. Dishman in Volume 2695, Page 169, of the Deed Records of Galveston County, Texas, AND part of that tract under the name of E. L. Robinson out of the extreme Southeastern portion of E. W. Boyt 316 acre tract, in A. VAN NORDSTRAND LEAGUE, Bolivar Peninsula, in Galveston County, Texas, which is shown on Plat of Live Oak Ridge, a subdivision recorded in Book 254–A, Page 74, Galveston County Map Records in the Office of the County Clerk of Galveston County, Texas, said tract conveyed to David L. Cargill in Volume 1683, Page 269, of the Deed Records of Galveston County, Texas, and as conveyed to Timothy Byrom in Galveston County Clerk File No. 2013019643, said Tract 27–A being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Lot 27 and the South line of Strand Avenue (70' R.O.W.);

THENCE: North 48°38' East with the said South line of Strand Avenue, at a distance of 100 feet, passing the Northeast corner of said Lot 28 and the Northwest corner of said Tim Byrom Tract, continuing on for a total distance of 114.00 feet.

THENCE: South 29°32' East, a distance of 843.56 feet to the Mean High Water of the Gulf of Mexico as surveyed on 02/28/13;

THENCE: South 47°14'24" West, along said Mean High Water, a distance of 114.77 feet;

THENCE: North 29°32' West, a distance of 847.16 feet to the POINT OF BEGINNING, containing 2.168 acres more or less.

13–0254

COASTAL SURVEYING OF TEXAS, INC.
P.O. BOX 2742 (mailing) ph (409) 684–6400
CRYSTAL BEACH, TX 77650 fx (409) 684–6112
975 LAZY LANE WEST, CRYSTAL BEACH
SURVEYGALVESTON.COM

AGENDA ITEM #38.e.

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 17th day of June 2013.

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

Laura Collard
LAURA COLLARD, 6018 Casey Rd., Santa Fe, TX. 77517

THE STATE OF Texas

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 17th day of June, 2013.

Olive Elise Krell
Notary Public-State of TEXAS

OLIVE ELISE KRELL
MY COMMISSION EXPIRES
March 23, 2017

APPROVED

BY: _____ _____
MARK HENRY Date
County Judge

ATTEST:

_____
DWIGHT SULLIVAN
County Clerk
W:/metesandbounds.11.15.07

TRACT 1:

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 common easterly corner said Cox Tract and a tract of land conveyed unto Herman A. Auer, Jr. and Kelly Ann Auer, by deed recorded under County Clerk's File No. 2000063335 of the Official Public Records of Galveston County, Texas, and the southeast corner of the said tract herein described;

THENCE West, with the common boundary line of said Cox Tract and said Auer Tract, passing a found 1/2-inch iron rod at a distance of 219.81 feet, continuing for a total 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 and the east lines of said Collard Tract and said Cox Tract, passing a found 1/2-inch iron rod for the common easterly corner of said Collard Tract and said Cox Tract, at a distance of 43.99 feet, continuing for a total 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 June 13, 2013, job number 6-20629-13.

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

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

June 13, 2013

LAURETTA BURNS
FILE NO. 2004060279
O.P.R.G.C.

SCALE 1"=50'

EAST 569.99'

FND 1/2" I.P.

SOUTH 38.01'

EAST 272.25' (TRACT 1)
WEST 272.25' (TRACT 2)

WATER WELL

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

MICHAEL W. DOUGLAS
FILE NO. 2003010183
O.P.R.G.C.

POND

271.04'

N 43°04'00"E

TRACT 2
2.204-ACRE
(96,018 SQ.FT.)

MANUFACTURED HOME

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

160.00' (TRACT 1)
160.00' (TRACT 2)

NORTH
SOUTH

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

FND 1/2" I.R.

219.81'

TRACT 1
1.000-ACRE
(43,560 SQ.FT.)

SEPTIC LIDS

1 STORY FRAME

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

160.00'

SOUTH

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

8'X6' FRAME SHED

P.O.B. TRACT 1

FND 3/4" I.P. (A)

WEST 482.82'

P.O.B. TRACT 2

FND 1/2" I.R. (B)

WEST 272.25'

KELLY ANN AUER
FILM CODE 009-80-1963
O.P.R.G.C.

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

931.02'

NORTH

P.O.C. (TRACTS 1 & 2) N.E. CORNER OF LOT 415, ALTA LOMA OUTLOTS

WEST 505.10'

LEGEND

CONCRETE
COVERED CONCRETE
GRAVEL
STEPS
COVERED WOOD DECK
SET 1/2" IR W/CAP MARKED "SURVEY 1"
APPROXIMATE HIGH BANK
FENCE
WIRE

NOTE:

1. 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.
2. FLOOD INFORMATION IS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR THE COUNTY LISTED BELOW.
3. ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED BELOW.
4. 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.
5. THIS SURVEY PLAT IS REFERENCED TO A METES AND BOUNDS DESCRIPTION PREPARED BY SURVEY 1, INC. DATED MAY 6, 2013.
6. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
7. 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: TRACT 1: 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.

TRACT 2: A LAND TITLE SURVEY OF A TRACT OF LAND CONTAINING 2.204 ACRE (96,018 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 & 6018 CASEY ROAD

FLOOD ZONE: "C"	FLOOD MAP#: 485470 0195 C
FLOOD MAP DATE: MAY 2, 1983	FLOOD MAP COUNTY: GALVESTON

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 • Alvin, TX 77512
(281)393-1382 • Fax(281)393-1383

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

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 OF PROTRUSIONS EXCEPT AS SHOWN.

RICHARD FUSSELL
RPLS# 4148

FIELD CREW: JP	JOB#: 6-20629-13
DRAFTER: SF	DATE: JUNE 13, 2013

AGENDA ITEM #41.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 6-19-13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes / No)
4. Department Name: Emergency Management	5. Department Contact: David Popoff	
6. Description: Community Preparedness Program		
7. IFAS PEID No: 715618	8. IFAS Req No:	9. Orgkey: 289291112 / 10. Object Code: 5481000
11. Vendor: John Herrmann d/b/a Greater Metropolitan Safety Council	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
UASI Grant	2892	50,000					
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 5/1/13	Auto Renewal Contract: Yes / (No)	Bid No: B131018
Contract End Date: 12/31/14	Contract # Issued By Purchasing: CM13175	

Approved By:	Signature	Date
Department Head: DAVID POPOFF		6/19/2013
Purchasing Agent: Rufus Crowder		6-19-2013
County Legal: Myrna Reingold		6-19-13

Contract listed in Budget Documentation: Yes / No

County Budget Office: 6/19/2013

Form Number:

Revised: 9/25/2012

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Agreement Date: 05/01/2013 **Contract Number: GMSC-2013GCERT**

CONTRACT

To: **Galveston County**
Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539

Direct all Correspondence To:
Contact: David Popoff
Telephone: 281-309-5003
Fax: 888-534-5607
Email: david.popoff@co.galveston.tx.us
Website: www.gcoem.org

From: **John F. Herrmann d/b/a**
Greater Metropolitan Safety Council (GMSC)
6117 Southwell Lane
League City, Texas 77573

Direct all Correspondence To:
Contact: John F. Herrmann
Telephone: 281-615-7636
Fax:
Email: j-herrmann@sbcglobal.net

Valid From: May 01, 2013
Valid End: December 31, 2014

This agreement is for GMSC to provide **Community Preparedness Program Administration** services to Galveston County (County) through its Galveston County Office of Emergency Management (GCOEM) by providing training services for the **Citizens Corps** and the **Community Emergency Response Team** (CERT) members (Agreement) and is entered into by and between the County and GMSC, each of whom is a Party hereto and who are collectively referred to herein as the Parties. Training to be provided by GMSC will include initial training and education based on the national curriculum for CERT programs as well as any identified topics and standards deemed to be necessary for the communities served in Galveston County, Texas. Training will also include necessary continuing education classes for those team members who have completed the initial training program. Continuing education will include selected special topic classes, skill day, field days, mass casualty incident drills, team competitions, and any other specialized training deemed appropriate for the CERT team members. Compensation for the training will be billed at the completion of the training according to the schedule of compensation as shown in **Attachment 1**, which is attached hereto and incorporated herein for all purposes.

GMSC will attend and participate in the Galveston County Citizen Corps, will actively promote and recruit members for the CERT program, and will use internet and other electronic media to maintain communication with current potential CERT members, as well as provide public outreach and community awareness via said internet and other electronic media. In return, GMSC will be compensated on a monthly basis for services rendered; this compensation will be paid as a CERT Coordinator Fee. Also, any reasonable fees, charges, transportation costs (for travel outside of Galveston County), meal costs, or other reasonable costs associated with official CERT Coordinator functions will be reimbursed or paid in advance when possible, with these charges being added to the next invoice with receipts and a sufficient description to show, the exact expense to be reimbursed.

Any training requested by the GCOEM for the members of the GMSC Faculty will be paid for with Galveston County funds, to include enrollment fees, symposium fees, hotel charges, travel expenses, supplies or other fees, and per diem payments to cover meals and beverages, all in accordance with approved policies for Galveston County officials and employees.

2. **Period of Performance:** This Agreement shall be in effect from May 1, 2013 through December 31, 2014. This Agreement may be extended by supplement to original contract as agreed upon in advance by GMSC and County. Class

schedule will be determined between GMSC and GCOEM and must, minimally, include all hours required for grant purposes.

3. **Contract Value**: GMSC to be reimbursed for services rendered per the rates shown in Attachment 1, Compensation Schedule; as such, the Administration Fee listed within Attachment 1 is applicable only in those months in which GMSC has performed services.

4. **No funding obligation:** This Agreement is subject to the availability of funds. GMSC and County each agree that this Agreement does not create a funding obligation for the County and that this Agreement is subject to the appropriation of funds by the Commissioners Court of Galveston County.

5. **Payment Procedure and Terms**: GMSC will transmit via email or by facsimile (fax), a detailed invoice for all services rendered to County on date of or after services rendered. Email or fax will be sent to GCOEM and/or Accounts Payable Department for Galveston County, as directed by GCOEM. County will pay invoices submitted by Consultant in accordance with Chapter 2251 of the Texas Government Code, which governs payment for goods and services by counties.

GMSC does not currently accept payment for services using credit card or debit card.

6. **Class Times and Dates** should be scheduled at least 15 days in advance, whenever possible. **Cancellation of a scheduled class should be made as early as possible.** If the County must cancel a scheduled class within 48 hours of start of class, then County agrees to pay the base rate of cancelled class, unless the cancellation is not due to the County's fault, in which event no cost shall be assessed.

7. **Termination**: County may terminate this Agreement for any reason or no reason by giving GMSC written notice at least thirty (30) days prior to the date of termination.

8. **Incorporation/Professional Services**: This Agreement incorporates for all purposes County's Request for Qualification (RFQ) #B131018 and GMSC's response to that RFQ for the services to be rendered herein. A copy of RFQ #B131018 and GMSC's response are attached hereto as **Attachment 2** (except for insurance and workers compensation information, which is maintained within the Office of the Galveston County Purchasing Agent). In the event of a conflict between the provisions within **Attachment 2** and this document, the terms of this document shall control.

9. **Governing Law and Venue**: In the event of a dispute between the Parties concerning the interpretation or enforcement of this Agreement, the exclusive venue for any suit arising out of this agreement shall be the state or federal courts sitting in Galveston County, Texas, and the laws of Texas shall apply.

10. **Subcontracting/Assignment**: GMSC shall not assign, sell, or otherwise transfer this Agreement in whole or in part without the prior written consent of the County acting by and through its Commissioners Court. Such consent, if granted, shall not relieve GMSC of any of its responsibilities under this Agreement.

Galveston County,

By: _____
Mark Henry, County Judge

Attest:

By: _____
Dwight D. Sullivan, County Clerk
of Galveston County, Texas

Date: _____

Greater Metropolitan Safety Council,

By: John Herrmann

Name: John HERRMANN

Title: Owner - GMSC

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Agreement Date: 05/01/2013
Current Date: 04/25/2013

Contract Number: GMSC-2013GCERT

Attachment 1: Compensation Schedule For Community Preparedness Program Administration

To: **Galveston County**
Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539

Direct all Correspondence To:
Contact: David Popoff
Telephone: 281-309-5003
Fax: 888-534-5607
Email: david.popoff@co.galveston.tx.us
Website: www.gcoem.org

From: **Greater Metropolitan Safety Council (GMSC)**
6117 Southwell Lane
League City, Texas 77573

Direct all Correspondence To:
Contact: John Herrmann
Telephone: 281-615-7636
Fax:
Email: j-herrmann@sbcglobal.net

Course Description	Cost
Monthly Community Preparedness Program Administration Fee:	$800
Initial CERT Training Class, Represents 1 Unit of CERT curriculum 3 hours of training (complete CERT Training curriculum includes 8 units min.)	$600
Skills Day Training, Field Day Training, Associated with initial or CE training, 3-6 hours of training (Examples: Mass Casualty, Basic Search and Rescue, Fire Extinguisher Training, Crowd Control, Fire Fighter Rehab, IC Support PD and FD Command and Control, etc.)	$1750.
Specialty Classes for CERT CE, 3-4 hours of training, classroom with Possibly some lab or field exercise (Examples: Hazwhoper, Terrorism, WMD Hazardous materials Response Urban Search and Rescue, etc.)	$800

Attachment 1

RFQ#:B131018
OPEN: 04/25/2013
2:00 PM

REQUEST FOR QUALIFICATION
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION
GALVESTON COUNTY, TEXAS

Sealed qualifications in **sets of six (6), one (1) original and five (5) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **04/25/2013** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed qualifications are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550. Any qualification received after **2:00 PM** on the date specified will be returned unopened.

All qualifications must be marked on the outside of the envelope:

REQUEST FOR QUALIFICATIONS:
RFQ #:B131018 –COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION

Proposers name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas, or by visiting www.co.galveston.tx.us / Purchasing / Bid Listing.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

Attachment 2

GENERAL PROVISIONS
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION
GALVESTON COUNTY, TEXAS

1. QUALIFICATION PACKAGE

The request for qualification, general and special provisions, drawings, specifications/line item details, contract documents and the qualification sheet are all considered part of the qualification package. Qualifications must be submitted in ***sets of six (6), one (1) original and five (5) copies*** *on the forms provided by the County, including the qualification sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the qualification sheet/contract page(s) may disqualify the qualification from being considered by Commissioners' Court. Any individual signing on behalf of the Qualifier expressly affirms that he or she is duly authorized to tender this qualification and to sign the qualification sheet/contract under the terms and conditions in this qualification. Qualifier further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the qualification. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each Qualifier is required to thoroughly review this entire qualification packet to familiarize themselves with the qualification procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful Qualifier will execute with the County.*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, Qualifiers are to direct all communications regarding this qualification to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Qualification must be submitted in writing to:
Rufus G. Crowder, CPPO CPPB, Purchasing Agent
722 Moody (21St Street)
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all qualifications. This signature acknowledges that the Qualifier has read the qualification documents thoroughly before submitting a qualification and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Qualification. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. QUALIFIER'S RESPONSIBILITY

The Qualifier must affirmatively demonstrate its responsibility. The Qualifier must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required;
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Qualification;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

GENERAL PROVISIONS
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION
GALVESTON COUNTY, TEXAS

4. **TIME FOR RECEIVING QUALIFICATIONS**
Qualifications received prior to the submission deadline will be maintained unopened until the specified time for opening. If the Qualifier fails to identify the Qualification Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the qualification number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a qualification. If you do not submit a qualification, return this Request for Qualification and state reason, otherwise your name may be removed from our mailing list.

5. **QUALIFICATION OPENING**
Only the names of Qualifiers will be read at the opening. The Purchasing Agent will examine qualifications promptly and thoroughly. No qualification may be withdrawn for a period of sixty (60) calendar days of the qualification opening date.

6. **COMMISSIONERS' COURT**
No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

7. **REJECTION OF QUALIFICATIONS**
The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all qualifications and waive any informality in the qualifications received; (2) disregard the qualification of any Qualifier determined to be not responsible.

8. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**
It is the responsibility of the prospective Qualifier to review the entire invitation to qualification packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or qualification procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for qualification opening. Vendors are to qualification as specified herein or qualification an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

9. **SUBSTITUTES**
It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the Qualifier desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

10. **EXCEPTIONS TO QUALIFICATION**
The Qualifier will list on a separate sheet of paper any exceptions to the conditions of the qualification. This sheet will be labeled, "Exceptions to Qualification Conditions", and will be attached to the qualification. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Qualifier must specify in its qualification any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the qualification and should indicate its possible or actual advantage to the program being offered.

GENERAL PROVISIONS
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION
GALVESTON COUNTY, TEXAS

The County reserves the right to offer these alternatives to other Qualifiers.

11. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your qualification submittal.

12. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http://www.window.state.tx.us/.

13. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original qualification.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the qualification. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original qualification or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

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14. MODIFICATION OF QUALIFICATIONS

A Qualifier may modify a qualification by letter at any time prior to the submission deadline for receipt of qualifications. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Qualifier guaranteeing authenticity. Qualifications may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

15. SIGNATURE OF QUALIFICATIONS

Each qualification shall give the complete mailing address of the Qualifier and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each qualification shall include the Qualifier's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and qualification response sheet will disqualify the qualification from being considered by the County. The person signing on behalf of the Qualifier expressly affirms that the person is duly authorized to tender the qualification and to sign the qualification sheets and contract under the terms and conditions of this RFQ and to bind the Qualifier thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

16. AWARD OF QUALIFICATIONS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Qualifier whose qualification is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualification. The prices proposed will be considered firm and cannot be altered after the submission deadline.

Each Qualifier, by submitting a qualification, agrees that if their qualification is accepted by the Commissioners' Court, such Qualifier will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this qualification and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the qualification in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept qualifications on individual items listed, or group items, or on the qualification as a whole; to reject any and all qualifications; to waive any informality in the qualifications; and to accept the qualification that appears to be in the best interest of the County. In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written qualification. The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.

In determining and evaluating the best qualification, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

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The County reserves the right to reject any or all qualifications in whole or in part received by reason of this RFQ and may discontinue its efforts under this RFQ for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Qualifier whose qualification does not meet the mandatory requirements set forth in this RFQ will be considered noncompliant.

The invitation to submit a qualification which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the qualification sheets, and any addenda issued are all considered part of the qualification.

Each Qualifier, by submitting a qualification, agrees that if its qualification is accepted by the Commissioners' Court, such Qualifier will furnish all items and services upon the terms and conditions in this RFQ and contract. Notice of contract award may be made within ninety (90) days of opening of qualifications to the lowest responsive and responsible contractor, whose qualification complies with all the requirements in the Request for Qualifications.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Qualifications.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent or duly authorized representative.

17. DISPUTE AFTER AWARD

Any actual or prospective Qualifier who is allegedly aggrieved in connection with the solicitation of this RFQ or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until the procedure is followed.

18. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Qualifier agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Qualifier in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Qualifier has marked as confidential, proprietary, and/or trade secret.

19. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, qualification package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/qualification, bidder/Qualifier must sign three (3) original contracts and return with their bid/qualification submittal.

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The criteria utilized for determining responsibility of Qualifier(s) includes, but is not limited to, the Qualifier's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The Qualifiers shall furnish any information requested by the County in order for the County to determine whether a Qualifier is responsible.

20. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

21. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Qualifier of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or qualifications or further negotiations. At a minimum, Qualifier shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Qualifier.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Qualifier:

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted qualification and the contract

22. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Qualifier should this contract be terminated early.

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23. FORCE MAJEURE

If by reason of force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

24. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Qualifications are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

25. CONTRACTOR INVESTIGATION

Before submitting a qualification, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its qualification submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

26. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Qualification does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a qualification to this request, or to procure or contract for services or supplies.

27. BEST AND FINAL OFFERS

In acceptance of qualifications, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their qualifications and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the Qualifiers. If invoked, it allows acceptable Qualifiers the opportunity to amend, change or supplement their original qualification. Qualifiers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

28. SINGLE QUALIFICATION RESPONSE

If only one qualification is received in response to the Request for Qualifications, a detailed cost qualification may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost qualification in order to determine if the price is fair and reasonable.

29. REJECTION/DISQUALIFICATION OF QUALIFICATIONS

Galveston County reserves the right to reject any or all qualifications in whole or in part received by reason of this qualification package and may discontinue its efforts for any reason under this qualification package at any time prior to actual execution of the Contract by the County. Qualifiers may be disqualified and rejection of qualifications may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

A. Failure to use the qualification form(s) furnished by the County, if applicable.
B. Lack of signature by an authorized representative that can legally bind the company on the qualification form.

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C. Failure to properly complete the qualification.
D. Qualifications that do not meet the mandatory requirements.
E. Evidence of collusion among Qualifiers.

30. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this qualification, a written notice of such revision will be provided to all Qualifiers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to Qualifiers in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of qualifications. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Qualification list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of qualifications may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their qualifications. In any case, the qualification opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening of qualifications.

31. QUALIFICATION IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any qualification.

32. QUALIFICATION DISCLOSURES

The names of those who submitted qualifications will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Qualifiers are requested to withhold all inquiries regarding their qualification or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a qualification was received. Violations of this provision may result in the rejection of a qualification.

33. PROTEST

Any actual or prospective Qualifier who is allegedly aggrieved in connection with the solicitation or award of qualification may protest. The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

34. WITHDRAWAL OF QUALIFICATION

Qualifiers may request withdrawal of a sealed qualification prior to the scheduled qualification opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No qualifications may be withdrawn for a period of sixty (60) calendar days after opening of the qualifications.

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35. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

36. PROOF OF INSURANCE

Successful Qualifier agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful Qualifier and providing that the amount by reason of services limits of not less than the following sums:

A. For damages arising out of bodily injury to or death of one person in any one accident – ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.
B. For damages arising out of bodily injury to or death of two or more persons in any one accident – THREE HUNDRED THOUSAND AND NO/100 ($300,000.00) DOLLARS.
C. For any injury to or destruction of property in any one accident – ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

Successful Qualifier shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful Qualifier. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Qualifier to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Qualifier shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Qualifier shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Qualifier with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Qualifier shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Qualifier.

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In no event shall the County be liable for any damage to or destruction of any property belonging to the Qualifier.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

37. PATENT AND COPYRIGHT PROTECTION

The Qualifier agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights.

38. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

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If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

40. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set fourth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

41. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a qualification, that the qualification is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the qualification is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham qualification, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham qualification, of that anyone shall refrain from

bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the qualification price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the qualification price, or of that of any other contractor, or to secure any advantage against the public body awarding the contact of anyone interested in the proposed contract; that all statements contained in the qualification are true; and further, that the contractor has not, directly or indirectly, submitted his or her qualification p rice or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, qualification depository, or to any member or agent thereof to effectuate a collusive or sham qualification.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Qualification.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

42. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

43. MERGERS, ACQUISITIONS

The Qualifier shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a qualification is submitted.

If subsequent to the award of any contract resulting from this RFQ the Qualifier shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Qualifier and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Qualifier's Federal Identification Number (FEIN); and
3. New Qualifier's proposed operating plans.

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Moreover, Qualifier is required to provide the County with notice of any anticipated merger or acquisition as soon as Qualifier has actual knowledge of the anticipated merger or acquisition. The New Qualifier's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Qualifier agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Qualifier attributed to these delays, should any occur. In addition, Qualifier agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

45. ACCURACY OF DATA

Information and data provided through this RFQ are believed to be reasonably accurate.

Qualifier may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

46. SUBCONTRACTING/ASSIGNMENT

Qualifier shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Qualifier of any of its responsibilities under this contract.

47. INDEPENDENT CONTRACTOR

Qualifier expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Qualifier or its subcontractors perform in providing the requirements stated in the Request for Qualification.

48. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Qualifier's work in every respect. In this regard, the Qualifier shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Qualifier shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Qualifier's work and performance under this contract. In the event any such material is not held by the Qualifier in its original form, a true copy shall be provided.

49. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

CODE OF ETHICS – Statement of Purchasing Policy

"Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

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Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here."

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.
It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before this government.

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

GENERAL PROVISIONS
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION
GALVESTON COUNTY, TEXAS

50. EMPLOYMENT VERIFICATION

The Immigration Reform and Control Act (IRCA) of 1986 prohibit contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/ or Subcontractor paying the County the amount of $60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

51. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

By submission of its proposal, proposer certifies that it is not ineligible for participation in federal or state assistance program under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Proposer agrees that it shall refund Galveston County for any payments made to it while ineligible.

52. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

To the County at:

Hon. Mark A. Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 770-5560

SPECIAL PROVISIONS
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION
GALVESTON COUNTY, TEXAS

SPECIAL NOTE:
The Special Provision section of this Request for Qualification solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Qualification and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

GENERAL
The County of Galveston is seeking to enter into a professional services agreement with a contractor to recruit, train, and manage volunteers that will be available to assist Galveston County Office of Emergency Management (GCOEM) in the event of an emergency or disaster.

To be considered, prospective companies must submit a complete response as required by the Request for Qualification. Contractors must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the following components of this RFQ:

A. **Contractor's Background and Experience**
   1. Describe your company's organizational structure.
   2. How many years has your company been in business under its present name?
   3. Indicate all other names by which your company has been known and length of time known by each name.
   4. Include the address of your company's website, if applicable.
   5. Please provide any other background that you feel is pertinent to the requested needs expressed by the County of Galveston.

B. **Key Project Personnel** - Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:
   1. Professional resumes for key personnel and their responsibilities for the duration of the contract.
   2. Indicate the education and professional licensing of each person as it relates to this project. Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.

C. **Financial Information** – Provide financial information to support the requested Scope of Services.

CONTRACTOR REQUIREMENTS
To be eligible for award, the contractor must submit evidence that meet the following minimum requirements:

- Provide instructors who have completed the FEMA Course G417 CERT Train the Trainer or subject specific specialists familiar with the auspices of adult education and management level NIMS training as defined in the FEMA five (5)-year training plan for each class;
- Demonstrate adequate financial resources, or the ability to obtain such resources as required;
- Demonstrate the ability to comply with the required or proposed delivery schedule
- Furnish a satisfactory record of integrity and ethics; and
- Be qualified and eligible to receive an award.
- Return all requested documentation as required, i.e. Vendor Qualification Packet, Debarment Certification form, and Conflict of Interest Questionnaire (returned to the Galveston County Clerk).

SPECIAL PROVISIONS
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION
GALVESTON COUNTY, TEXAS

SCOPE OF SERVICES
The awarded contractor shall be responsible for the following:

- Recruit, train, and coordinate Citizen Corps volunteers that will assist with emergency preparedness and response activities in Galveston County;
- The Contractor shall document all activity related to the recruitment and training process as required. Said documentation shall be retained by Contractor for the duration of the contract period and be provided to Galveston County before the third (3rd) of each month.
- Recruit volunteers utilizing various outlets to include, but not necessarily be limited to, radio and print media, the internet, and presentations at civic and public venues;
- Manage and update volunteer database and website with current contact information;
- Database shall contain contact, volunteer status and training information for all volunteers;
- Make available an online facility to enable volunteers to report their volunteer service hours;
- Track the number of new volunteers each quarter;
- Assist in the development and distribution of public information regarding the Citizen Corps Community Emergency Response Team (CERT) Training programs, volunteer application and other related documentation to volunteers and other interested persons;
- Offer CERT training for at least 200 new volunteers annually;
- Coordinate all training venues, subject matter experts, and other training equipment and supplies required for the classes;
- Offer training specifically designed to enhance volunteer knowledge and participation in CERT program;
- Offer one (1) Awareness level training classes during each quarter year of the contract period;
- Offer one (1) Advanced level training classes during each quarter year of the contract period;
- Contractor shall work with the GCOEM to facilitate exercises and to identify additional service opportunities for the volunteers;
- Develop retention and recognition programs for the volunteers to encourage active participation;
- Programs are to include service level recognition and awards as well as other methods to increase volunteer retention;
- Make direct contact with volunteers who have completed the CERT Basic Training (G-317) to encourage and facilitate further participation in CERT activities;
- Publish an electronic newsletter available to all volunteers;
- Perform deployment readiness exercises of CERT volunteers semi-annually;
- Contractor will work with GCOEM to assist with the integration of the CERT volunteers into the County Emergency Operations Plan;

Under the Request for Qualification process, sealed qualifications will be received and opened in the Office of the Galveston County Purchasing Agent located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas, 77550. After an award is made and an agreement is executed, qualifications are subject to review under the "Public Information Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such information shall accompany the qualification, be readily separable from the qualification, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the vendor, Galveston County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

SPECIAL PROVISIONS
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION
GALVESTON COUNTY, TEXAS

QUESTIONS

Vendors shall not contact any Galveston County personnel regarding this RFQ, evaluation or selection process from the time the RFQ is issued until the time a notification of intent to award is announced, without the express permission from the Office of the Galveston County Purchasing Agent. The Galveston County Purchasing Agent may disqualify any vendor who has made site visits, contacted personnel, or distributed any literature without authorization from this office. Galveston County may initiate discussions with vendors. Discussions may not be initiated by vendors. Galveston County expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer.

Vendors are encouraged to review this entire Request for Qualification upon receipt. Questions relating to the RFQ must be submitted in writing and directed to Rufus Crowder, CPPO CPPB at rufus.crowder@co.galveston.tx.us (preferred method). All questions submitted in writing prior to the deadline will be compiled and the answers forwarded in writing to all contractors.

EVALUATION

An evaluation committee comprised of Galveston County staff will review and evaluate the Statements of Qualifications and will select the most highly qualified provider of the services requested on the basis of demonstrated competence and qualifications. Selected vendors may be expected to make a presentation to, or interview with, the evaluation committee.

The following will be considered in evaluating qualification submittals:

a. Proposer's Background and Experience - The size and scope of the Contractor's overall audit practice. Description of national and local experience with state, county or municipal audits.
b. Key Personnel –Description of the personnel's experience related to the Scope of Services when dealing with clients of similar size and scope to Galveston County.
c. Financial Resource Availability

Any submitted qualifications shall remain valid for six (6) months after the RFQ due date or until Galveston County executes a contract, whichever is sooner. Galveston County may, in the event the selected contractor fails to perform and/or the contract is terminated , enter into discussions with any other qualified contractor(s) that submitted a proposal as a result of the solicitation.

SAMPLE AGREEMENT

All proposers are required to include a Sample Agreement with their qualification submittal. The sample agreement will be reviewed by Galveston County Legal and the terms and conditions will be negotiated with the successful proposer.

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following attached forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at http://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form.)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Company History

Greater Metropolitan Safety Council (GMSC) was formed in **1994**, as a DBA filed in Harris County. GMSC was started by John Herrmann as a means to fulfill a need of business and industry in the Harris County and Galveston County area for first aid and safety training. John Herrmann identified a population of businesses that were in need of quality training for their employees, while John was the lead Business and Industry Faculty member in the Emergency Medical Technology Department for San Jacinto College, Central Campus. These businesses were outside of the San Jacinto College tax base, and in college districts that were not servicing their communities with this type of instructional outreach. GMSC was formed in order to service these companies, at their business locations, and did not compete with the college for this business.

Since the inception of GMSC, we have provided quality instruction in First Aid, CPR, AED, Hazcom, Hazwoper, and Hazardous Materials Technician Level training courses, as well as other various safety related topics, and Emergency Response Team building programs. We have offered these classes to small private groups and professional offices, to large multisite corporations such as **NRG Texas, Reliant Energy, Albemarle Corporation, Ethyl Corporation, BP, Input/Output Corporation, Rio Tinto Industries**, and others.

The instructors, who conduct the training experience for GMSC's clients, are experts in their fields and the topics that they teach, with most of them having experience teaching at the college level in all areas of emergency response. They are leaders and officers within the numerous and various emergency response organizations in our communities. It is the wide scope of experiences and training that all of the instructors bring to GMSC that allows the training provided to be second to none in content, structure, and a most enjoyable learning experience.

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Curriculum Vitae

John Herrmann

Education

Bachelor Science, Texas A&M University, 1985
EMT-Paramedic Courses completed, San Jacinto College Central Campus, 1987

Experience

Greater Metropolitan Safety Council: Owner, Instructor, 1994 – Present
Provide training courses to local businesses and industrial sites for Emergency First Responders and general employee populations covering emergency first responder and safety topics. Provide training and team building classes for Emergency Response Teams.

Albemarle Corp.: Operations, 1997 – Present
Emergency Response Team, (Medical Team, Intermediate Industrial Fire Fighter, HazMat Technician Level responder, High Angle Rope Rescue Technician

San Jacinto College-Central Campus: Faculty Member, 1989 - 1997
Dept. of Emergency Medical Technology
Faculty Instructor for Basic and Advanced Emergency Medical Technology courses
Business and Industry Coordinator: Responsible for sales, contract agreements, Curriculum, and teaching of classes at industrial sites within the college district

P&S Ambulance Service, Harris County, TX: **Operations Supervisor, Safety & Training Coordinator**
1985 – 1989; Managed daily operations for largest private EMS provider in Harris County. Responsible for multi-million dollar budget for Texas operations, including purchasing, Hiring, maintenance of equipment and vehicles, maintenance of facilities, and maintenance of employee training and records.

Past Membership in Emergency Medical Services:
City of Friendswood Fire Department
City of South Houston EMS
Lifeline EMS/All Star EMS, Lake Jackson, Texas

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Curriculum Vitae

John Herrmann

(Continued)

PROFESSIONAL LICENSCES AND CERTIFICATIONS:

Licensed Paramedic, State of Texas, 1987 – Present
Continuously held EMS certifications in State of Texas since 1982

Intermediate Industrial Fire Fighter, TEEX Certification annually since 1998

High Angle Rope Rescue Technician, 1998 – Present

HazMat Technician, 1998 – Present

Completed Adult Education Course sponsored by Texas Department of Health to complete the certifications of **EMS-Instructor** and **EMS-Examiner**. 1989-1998

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Curriculum Vitae

Isaac Robert Garcia

Education

San Jacinto College Central

Experience

Houston Fire Department: District Chief, 2012 - Present

Chief Garcia has been with the Houston Fire Department for more than 20 years, and has held every position as he has furthered his career to one of the very top positions as a District Chief. He spent many years running the HFD Fire Training Academy where he became certified to teach many various classes from basic firefighting to advanced courses.

Greater Metropolitan Safety Council: Lead Instructor, 1996 – Present

Chief Garcia has continued to teach medical, safety, and HazMat courses for GMSC since the very early years of operation. Chief Garcia coordinated an effort with GMSC to work with low socio-economically challenged youths in Houston through the Houston WorkSource/Houston Works USA program.

PROFESSIONAL LICENSCES AND CERTIFICATIONS:

Jason Frank

Experience

Houston Fire Department: Pump and Ladder-man, 2007 – Present

Jason Frank has worked with HFD in many positions since graduating the academy, including all positions on the fire truck and lead EMT on the ambulance.

Greater Metropolitan Safety Council: Lead Instructor, 2010 – Present

Jason Frank has proven to be a very motivated instructor of medical and safety courses for GMSC, and his class reviews from students is exemplary.

PROFESSIONAL LICENSCES AND CERTIFICATIONS:

Jason Frank holds a TCFP Basic Fire Fighter certification, as well as his EMT-Basic certification. He is also an American Heart Association Basic Life Support Instructor.

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Agreement Date: 05/01/2013
Current Date: 04/25/2013

Contract Number: GMSC-2013GCERT

CONTRACT

To: **Galveston County**
Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539

Direct all Correspondence To:
Contact: David Popoff
Telephone: 281-309-5003
Fax: 888-534-5607
Email: david.popoff@co.galveston.tx.us
Website: www.gcoem.org

From: **Greater Metropolitan Safety Council (GMSC)**
6117 Southwell Lane
League City, Texas 77573

Direct all Correspondence To:
Contact: John Herrmann
Telephone: 281-615-7636
Fax:
Email: j-herrmann@sbcglobal.net

Valid From: May 01, 2013
Valid End: December 31, 2014

Consultant (GMSC) to fulfill the role of **Community Preparedness Program Administration** for Galveston County through the office of Emergency Management by providing training services for the **Citizens Corps**, and specifically the **Community Emergency Response Team members (CERT)**. This training will include initial training and education based on the national curriculum for CERT programs as well as any identified topics and standards deemed to be necessary for the communities served in Galveston County. Training will also include necessary continuing education classes for those team members who have completed the initial training program. Continuing education will include selected special topic classes, skills days, field days, mass casualty incident drills, team competitions, and any other specialized training deemed appropriate for the CERT team members. Compensation for the training will be billed at the completion of the training according to the schedule of compensation as shown in attachment 1.

GMSC will attend and participate in the Galveston County Citizen Corps, will actively promote and recruit members for the CERT program, and will use internet and other electronic media to maintain communication with current and potential CERT members, as well as provide public outreach and community awareness via said internet and other electronic media. In return, GMSC will be compensated on a monthly basis; this compensation will be paid as a CERT Coordinator Fee. Also, any fees, charges, transportation costs (for travel outside of Galveston County), meal costs, or other costs associated with official CERT Coordinator functions will be reimbursed or paid in advance when possible, with these charges being added to the next invoice with receipts to show exact expense to be reimbursed.

Any training requested by the Office of Emergency Management for the members of the GMSC Faculty will be paid for with Galveston County funds, to include enrollment fees, symposium fees, hotel charges, travel expenses, supplies or other fees, and per diem payments to cover meals and beverages in accordance with approved policies for Galveston County officials and employees.

2. **Period of Performance**: Contract shall be in effect from May 1, 2013 through December 31, 2014. Contract may be extended by supplement to original contract as agreed upon by Consultant (GMSC) and Purchaser (GCOEM). Class schedule will be determined between Consultant and Purchaser.

3. **Contract Value**: Consultant to be reimbursed per the rates shown in Attachment 1, Compensation Schedule.

4. **Payment Procedure and Terms**: Consultant will transmit via email or Fax, a detailed invoice for all services rendered Purchaser on date of or after services rendered. Email or fax will be sent to Galveston County Office of Emergency Management, and/or Accounts Payable Department for Galveston County, as directed by GCOEM. Purchaser will make full payment of invoice amount within 30 days of date on invoice by U.S. Postal Service or equivalent to Greater Metropolitan Safety Council, at above address or via electronic transfer to bank and account given to purchaser by GMSC. Late Payment Penalty of 15% total invoice amount will be owed to GMSC if payment not received within 45 days of invoice date. Late payment penalty may be invoiced separately or on the next training invoice, as determined by GMSC.

GMSC does not currently accept payment for services using credit card or debit card.

5. **Class Times and Dates should be scheduled at least 15 days in advance, whenever possible. Cancellation of a scheduled class should be made as early as possible.** If Purchaser must cancel a scheduled class within 48 hours of start of class, then purchaser agrees to pay the base rate of cancelled class.

Signature authorizes acceptance of Terms of Contract

_____

Authorized Signature- GCOEM

_____

Authorized Signature- GMSC

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Agreement Date: 05/01/2013
Current Date: 04/25/2013

Contract Number: GMSC-2013GCERT

Attachment 1: Compensation Schedule
For
Community Preparedness Program Administration

To: **Galveston County**
Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539

Direct all Correspondence To:
Contact: David Popoff
Telephone: 281-309-5003
Fax: 888-534-5607
Email: david.popoff@co.galveston.tx.us
Website: www.gcoem.org

From: **Greater Metropolitan Safety Council (GMSC)**
6117 Southwell Lane
League City, Texas 77573

Direct all Correspondence To:
Contact: John Herrmann
Telephone: 281-615-7636
Fax:
Email: j-herrmann@sbcglobal.net

Course Description	Cost
Monthly Community Preparedness Program Administration Fee:	$800
Initial CERT Training Class, Represents 1 Unit of CERT curriculum 3 hours of training (complete CERT Training curriculum includes 8 units min.)	$600
Skills Day Training, Field Day Training, Associated with initial or CE training, 3-6 hours of training (Examples: Mass Casualty, Basic Search and Rescue, Fire Extinguisher Training, Crowd Control, Fire Fighter Rehab, IC Support PD and FD Command and Control, etc.)	$1750.
Specialty Classes for CERT CE, 3-4 hours of training, classroom with Possibly some lab or field exercise (Examples: Hazwhoper, Terrorism, WMD Hazardous materials Response Urban Search and Rescue, etc.)	$800

AGENDA ITEM #42.a.

SECTION 09900

PAINTING AND STAINING

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section.

PART 1 - GENERAL

1.1 SUBSTITUTION

A. Refer to Section 01630 Substitutions for substitutions.

1.2 SCOPE

A. Furnish all labor, materials, equipment and services necessary or incidental to completion of completion of all painting and staining. Refer to paragraph 3.01 for list of items to receive paint.

B. Work Not Included:
- 01 Shop coat of paint on metal, unless noted otherwise. Refer to Section 05500 - Miscellaneous Metals.
- 02 Aluminum and copper, unless otherwise noted.
- 03 Factory finished equipment.
- 04 Plastic clad educational equipment.

1.3 SUBMITTALS

A. Material lists: Give the supplier's name, product name, number and generic description of each proposed product and its use. Provide product data sheets if requested.

B. Samples: Submit full range of colors, patterns, textures and finishes available for selection, including the following:
- 01 Color Chips: Provide complete duplicate sets of color chips for color selection.
- 02 Small Applied Samples: Provide pieces of actual material on which paint will occur with minimum dry mil thickness of specified paint.
- 03 Sheen Samples: Provide full range of varying sheens when sheens are controllable by intermixing.

C. Installed Samples: Provide large size samples for approval. Approved samples may be left in place as part of the work.

D. Interior: One room and/or area, as selected by the Architect, shall be painted with materials specified or accepted and applied directly from container, unthinned. After acceptance by Architect, room and/or area shall be standard of quality of entire project.

E. Exterior: Three samples, 4'x4' each, of all exterior finishes, provided at the job site. Samples should represent each substrate. After acceptance by Architect, samples shall be standard of quality of entire project.

F. Certification: Furnish a letter certifying that materials submitted are truly equivalent, or better than those called out in the finish schedule.

1.4 QUALITY ASSURANCE

A. Materials shall be applied directly from containers in which material is purchased. No exceptions.

B. Subcontractor shall provide to Owner and Architect a notarized certification that paint used is as specified in writing by the Architect.

C. Number of coats of each of several finishes shall be in accordance with detailed specifications, which will produce first quality finish if properly applied. If number of coats specified fails to produce a finish acceptable to Architect, this Contractor shall apply additional coat(s) at his own expense until an acceptable finish is achieved.

D. Provide primers and other undercoat paints produced by same manufacturer as finish coats. Use thinners recommended by paint manufacturer's printed instructions.

E. Deliver products to jobsite in unbroken containers bearing manufacturer's labels, intact and legible at time of use.

1.5 WARRANTY

A. The undertaking of a painting subcontract will indicate that the subcontractor will warrant the work specified herein for two years against becoming unserviceable or causing an objectionable appearance, resulting from either defective or nonconforming materials and workmanship.

B. Defects shall include by not be limited to the following:
   - 01 Discoloring noticeably by yellowing, streaking, blooming, changing color or darkening
   - 02 Mildew
   - 03 Peeling, cracking, blistering, alligatoring or releasing from the substrate
   - 04 Chalking or dusting excessively
   - 05 Changing sheen in irregular fashion
   - 06 Softening or becoming tacky
   - 07 Bubbling

C. In the event of damage, immediately make all repairs and replacements necessary for approval of the Architect, and at no additional cost to the Owner.

1.6 RESPONSIBILITY OF COORDINATION

A. Coordinate the work specified herein with the following work:
   - 01 Provide information to preceding trades for proper preparation of substrate.
   - 02 Inspect substrate before proceeding to verify proper preparation.
   - 03 Notify Architect of any item to receive paint which may not be covered by a scheduled finish type. Architect will furnish appropriate specification.

1.7 PRODUCT HANDLING

A. Store only approved materials at the jobsite, storing only in a suitable and designated area restricted to the storage of paint materials and related equipment.

B. Temperature in the storage area shall be between 40°F and 110°F. Open and mix all materials in the storage area.

C. Use all means necessary to protect materials before, during, and after application, and to protect the installed work and materials of all other trades.

D. Apply water-base paints only when temperature of surfaces to be painted, and surrounding air temperatures are between 50°F (10°C) and 90°F (32°C), unless otherwise permitted by paint manufacturer's printed instructions.

E. Apply solvent-thinned paints only when temperature of surfaces to be painted, and surrounding air temperatures are between 45°F (7°C) and 95°F (35°C), unless otherwise permitted by paint manufacturer's printed instructions.

F. Do not paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions. Painting may be continued during inclement weather, if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer, during application and drying periods.

1.8 EXTRA STOCK

A. Upon completion of the work of this Section, deliver to the Owner, an extra stock equaling 10 percent or a minimum of 1 gallon, whichever is greater, of each color, type, and gloss of paint used in the work. Make sure each container is tightly sealed, clearly labeled with contents, and location where used.

PART 2 - PRODUCTS

2.1 MATERIALS – The following materials specification is based upon a company (Devoe) that no longer manufactures paint. Paragraph 2.3.C list previously approved manufacturers of paint products. The intent of the specification is for this section to provide "firstline" materials from one of the manufacturers. Firstline is a description of the finest quality paint offered by a manufacturer.

A. The following is a specification of typical painted items and does not specifically include every item that is to receive paint. It should, however, establish type and quality of finish for all items normally included in a complete paint job.

B. Exterior Galvanized Metal:
01 1 coat - Devoe Mirrolac white galvanized metal primer
02 2 coats - Devoe Mirrolac exterior alkyd urethane gloss enamel

C. Field Weld Touch-up on Galvanized Metal:
01 1 coat - Devoe Mirrolac rust-penetrating metal primer
02 2 coats - Devoe Aluminum Paint

D. Ferrous Metals:
01 2 coats - Devoe Mirrolac alkyd urethane semi-gloss enamel.

E. Exterior Wood:
01 1 coat - Devoe All-Weather exterior alkyd house paint primer
02 2 coats - Devoe Regency House exterior acrylic latex flat house and trim paint

F. Exterior Concrete Masonry Units:
01 1 coat - Devoe Bloxfil exterior acrylic latex block filler
02 2 coats - Devoe Wonder-Shield exterior acrylic latex flat house and trim paint

G. Exterior Concrete, Glass Fiber Reinforced Concrete
01 Primer, as required by coating manufacturer

H. BASF / Sonndoorn Silflex:
- 01 Prime Coat – dilute silflex 10% with water
- 02 Finish Coat
- 03 In strict accordance with manufacturers recommendation

I. Interior Gypsum Drywall and Ceilings:
- 01 1 coat Devoe Wonder-Tones interior vinyl latex primer sealer with texture added
- 02 2 coats Devoe Regency House interior acrylic latex flat wall paint
- 03 Use at all interior locations not scheduled to receive enamel paint

J. Interior Paint:
- 01 On Gypsum Drywall, use:
  - a. 1 coat - Devoe Wonder-Tones interior vinyl latex primer-sealer with texture added
  - b. 2 coats - Devoe Velour interior alkyd eggshell enamel
  - c. Use at locations scheduled to receive enamel paint.
- 02 On Wood, use:
  - a. 1 coat - Devoe Velour interior alkyd enamel undercoat
  - b. 2 coats - Devoe Velour interior alkyd semi-gloss enamel
- 03 On Metal with Shop Coat, use:
  - a. Shop coat by others
  - b. 2 coats - Devoe Velour interior alkyd semi-gloss enamel
  - c. Used for metal doors and frames and miscellaneous metal items
- 04 On Galvanized Metals, use:
  - a. 1 coat - Devoe Mirrolac galvanized metal primer
  - b. 2 coats - Devoe Mirrolac Cover Up interior alkyd urethane semi-gloss enamel
  - c. Used for all exposed interior galvanized metal
- 05 On steel joists and wood fiber decks.

K. Interior CMU:
- 01 Devoe Latex Block Filler #52901 - 2 coats or Devoe #11502 Wonder-Pruf Filler
- 02 Devoe #50801 Vinyl latex primer - 1 coat
- 03 Devoe #26XX Velour Interior Alkyd Semi-gloss enamel - 1 coats

L. Interior CMU and Concrete Epoxy :
- 01 Sherwin Williams water based catalyzed epoxy
- 02 Surface Prep – clean and dry
- 03 SW Heavy duty block filler @10 -15 mils dft or Kem Cati-Coat Epoxy Filler/Sealer @ 10 -20 mils dft
- 04 2 coats Water based Catalyzed Epoxy @ 2.5 – 3.0 mils dft/ct

2.2 COLORS

A. Colors shall be as noted on schedules and legend in the drawings. Different colors may be selected for each room, and more than one color may be selected in each room.

2.3 MANUFACTURERS

A. All paint materials selected for coating systems for each type of surface shall be the product of a single manufacturer and shall, as a system, have flame spread, fuel contribution, and smoke density test results less than 25.

B. Paint materials listed herein, unless otherwise designated in the "Painting Schedule", are the products of Devoe Paint Division of Celanese Coating Co., and require no further approval as to manufacturer or catalogue number.

C. Similar firstline material of one of the following manufacturers may be used subject to approval by the Architect for items indicated to be coated with Devoe materials:

PPG Industries	Sherwin Williams(S-W)
Glidden Coatings & Resins	Benjamin Moore Co.(Moore)
Kelly-Moore Paint Co., Inc.	Olympic Stain
DuPont (HiPerformance)	Pratt & Lambert (P&L)

PART 3 - EXECUTION

3.1 ITEMS TO RECEIVE PAINT

A. Generally, all unfinished items that are normally painted in any typical building, including but not limited to the following list:

01 All ferrous metal
02 All exterior galvanized metal and all exterior metal wall panels.
03 All Exterior Wood:
  a. Uniformly coat (approximately 250 square feet per gallon) with Devoe velour alkyd semi-gloss.
  b. Color:
04 All interior wood
05 All exposed conduit, outlet boxes and electrical cabinets, excluding those located in mechanical rooms.
06 All new pipe, plumbing and ductwork, including those located in mechanical rooms.
07 All new metal grilles, except aluminum, unless otherwise indicated.
08 All new exposed gypsum board surfaces, including all mechanical rooms.
09 All exposed exterior concrete masonry units, including all mechanical rooms.
10 All exposed interior concrete masonry units, including all mechanical rooms.
11 All Glass Fiber Reinforced Concrete and Glass Fiber Reinforced Gypsum
12 All exposed exterior tilt-up concrete
13 All exposed exterior cast-in-place concrete, above the brick ledge, excluding retaining walls.
14 Miscellaneous other items which normally require painting or are scheduled to be painted.
15 Consult plans, finish schedule, details and specifications for other trades as all items usually field painted or finish will be considered as part of the Contract.
16 All new exposed mechanical equipment and electrical equipment.
17 Mechanical Room Pipes: All pipes shall be painted if insulated or not insulated.
18 Any other material that is exposed to view that is not prefinished.

B. All work where a coat of material has been applied must be inspected and approved by the Architect, before application of succeeding specified coat, otherwise no credit for coat applied will be given. Notify Architect when a particular coat has been completed for inspection and approval. Apply coats of material in strict accordance with manufacturer's specifications, except where requirements of these specifications are in excess of manufacturer's requirements. Paint all sight exposed pipe and plumbing, only after all mechanical work and tests have been completed.

3.2 PREPARATION

A. General: Surface must be clean to ensure adhesion. Remove oil and grease with paint thinner. Wash off dirt with warm soapy water and rinse with clean water. Remove rust by wire brushing or sanding.

B. Unfinished Surfaces:

01 Wood: Sand smooth and apply one coat of primer undercoat. After primer has dried overnight, putty nail holes and cracks, then spot-prime putty with primer. Again, allow the primer to dry overnight, sand lightly and topcoat.

02 Masonry and Concrete: Remove efflorescence or cement dust on masonry and concrete by etching with a 10% solution or muriatic (Hydrochloric) acid. Power wash surface after etching with clean water, and paint while still damp, but within manufacturer's moisture tolerance. On surface where muriatic acid cannot be used to neutralize the efflorescence, remove the efflorescence by sanding, scraping or wire brushing, and apply a coat of masonry conditioner before painting. If efflorescence is not present, no primer is necessary on concrete and masonry surfaces. Fill voids and pores in concrete and haydite blocks with latex block filler and allow to dry overnight before topcoating.

03 Iron and Steel: Prime with metal primer and allow to dry overnight before topcoating.

04 Galvanized Metal: Prime with galvanized metal primer and allow to dry overnight before topcoating.

3.3 APPLICATION

A. General: Surfaces to be finished must be clean, dry, free of dirt, oils, loose paint or any other contamination that would adversely affect adhesion, protective properties or appearance of the coating.

B. Paint Thickness: Provide the following minimum dry film thickness per coat, unless noted otherwise:

01 Enamels on Metal: 1 mil
02 Latex Paints: 1 mil
03 Metal Primers: 1.5 mils
04 Undercoats: 1.5 mils
05 Oil Paints: 1.5 mils
06 Traffic Lines: 2.5 mils
07 Epoxy Coating: 2.0 mils
08 Thickness Test: Use observation gauge that measures "V" shape scratch.

C. Allow exterior paints to dry 72 hours between coats and interior paint to dry 24 hours between coats. Allow all enamels and varnishes to dry 24 hours between coats. If enamel and varnishes are tacky after 24 hours, allow additional time until finish is dry.

D. Leveling: Apply with proper consistency and quality so paint flows out to a level surface free of brush and roller marks, bubbles, dust, runs, sags, and holidays. Spread evenly.

E. Appearance: Uniform color, texture and sheen.

F. Acrylic coating on concrete tilt-wall system to be applied with 1000psi airless sprayer with heavy duty texture gun.

G. Neatness: Paint shall not be smeared, spattered or run over adjoining colors or materials. Cut-on lines shall be straight.

H. First coat shall be white, unless otherwise specified.

END OF SECTION

AGENDA ITEM #44.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Award/Agreement

Agenda Date: 6/25/13		**Department:** Galveston County Sheriff			
Grant Agency: Office of the Governor			**Funding Source:** Criminal Justice Division		
Grant Start Date:	6/1/13	**Program Year:** 2013	**Renewal Yes/No:**	**Last Billing Date:** 12/31/13	
Grant End Date:	12/31/13	**Program End Date:** 12/31/13	**Award/Agreement No:** 2737101		
Description:	Galveston County Gang Surveillance and Arrest Initiative				
Grant Org Key:			**Grant Type:**	Reimbursement	

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit (overtime)	$20,800		$20,800 -
Non-Labor			-
Indirect/Admin Costs			-
Not Yet Determined			-
Totals:	$20,800 -	0 -	$20,800 -

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:		0 -				-
County Funding Budgeted:						
County Funding Source:						

Approved By:	Signature	Date
Grants Manager:	Cynthia Pagan	6/19/13
Director of Finance:	[signature]	6/19/2013

Form Number:

Pagan, Cynthia

From: Henry, Mark
Sent: Tuesday, June 18, 2013 10:43 AM
To: Pagan, Cynthia
Subject: FW: eGrants: Notification of OOG Grant Award for Grant Number: 2737101

-----Original Message-----
From: egrants@governor.state.tx.us [mailto:egrants@governor.state.tx.us]
Sent: Tuesday, June 18, 2013 9:33 AM
To: Henry, Mark; Cook, Barry; Modzelewski, Jeff
Subject: eGrants: Notification of OOG Grant Award for Grant Number: 2737101

It is a pleasure to inform you that your application for funding has been awarded!

The Office of the Governor (OOG) is working to ensure that communities throughout the state receive the resources to make Texas a safer place by creating and supporting programs that protect people from crime, reduce the number of crimes committed, and promote accountability, efficiency, and effectiveness within the criminal justice system. Your project contributes to these efforts.

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' page. In the 'Project Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline' the award for your grant.

Print This Page

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

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

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460009081027

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

Profile Information

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

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

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

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

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

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

Fax: 409-766-2539
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081027
Data Universal Numbering System (DUNS): 081507709

Narrative Information

Primary Mission and Purpose

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

Funding Levels

The anticipated funding levels for this program are as follows:

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

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

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

Criminal Justice Program Requirements

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

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

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

Units of Government

Uniform Crime Reporting - Applicant assures that they are current and will maintain timely reporing of required cirme data to the Texas Department of Public Safety, have been current for the three previous years, and will continue reporting throughout the grant period.

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

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

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

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison:

Katherine Branch

Enter the Address for the Civil Rights Liaison:

722 Moody, 3rd floor Galveston, Texas 77550

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

409-770-5352

Certification

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

X I certify to all of the above eligibility requirements.

Problem Statement:

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

Supporting Data:

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

Community Plan:

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

Goal Statement:

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

Cooperative Working Agreement (CWA):

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

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

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

Continuation Projects:

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

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
Galveston County has approximately Twenty-seven hundred (2700) documented gang members within its jurisdiction. The Sheriff's Office would like to take two prolong approach to our problem here in Galveston County. The Sheriff's office is currently working on a methamphetamine problem in the unincorporated areas of our county with direct ties to the Aryan Brotherhood, Aryan Cycle and the Houstone Tango blasts gangs. Our initiative will address the surveillance needs to continue to attack this growing problem within Galveston County to disrupt and dismantle the organized criminal enterprises and arrest these individual for the manufacturing and distribution of

these drugs and/or criminal offense that maybe identified, within our communities. The Sheriff's office currently holds active warrants on approximately one hundred and ten (63) documented gang members. In addition, to these hundred and ten (65) local wanted gang members, TXGANG shows that there are other gang members that are currently wanted that are from Galveston or maybe living here. This initiative will allow the Sheriff's office to pool resources together to locate and apprehend these gang members to remove them from the streets in an effort to reduce their ability to continue their various illegal criminal enterprises against the citizens of Galveston County.

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Gangs - Adult	100.00	Overtime for officers to conduct surveillance, research, and apprehension of wanted gang members.

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

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

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

Ages:
18 years old and up.

Special Characteristics:
None

Measures Information

Progress Reporting Requirements

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

Objective Output Measures

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

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Cash value of forfeitures attributed to grant paid gang officers.	0	5000
Number of contract hours paid in support of the gang initiative.	0	0
Number of contracts executed in support of the gang initiative.	0	0
Number of felony arrests made by grant paid peace officers.	0	30
Number of forfeitures (cash and other assets) attributed to grant paid gang officers.	0	5
Number of gang officers or analysts receiving equipment that report a change in job performance as a result of the equipment.	0	0
Number of gang officers or analysts receiving equipment that report improved efficiency as a result of the equipment.	0	0
Number of gang officers or analysts receiving equipment that report improved program quality as a result of the equipment.	0	0
Number of gangs targeted.	0	5
Number of hours of overtime paid to gang officers with grant funds.	0	500
Number of misdemeanor arrests made by grant paid gang officers.	0	15
Number of NEW agency/department peace officers hired to target gang activity.	0	0
Number of pieces of equipment purchased for use by grant paid gang officers or analysts.	0	0
Number of total felony arrests by all peace officers at the grantee agency.	0	1250
Number of total hours of overtime the law enforcement agency paid to peace officers regardless of the source of funding.	0	4400
Number of total misdemeanor arrests by all peace officers at the grantee agency.	0	1935
Number of total peace officers paid for by the grantee agency regardless of the source of funding.	0	190

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

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

Resolution from Governing Body

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

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

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

Contract Compliance

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

Select the Appropriate Response:
_ Yes
X No

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

Enter a description for monitoring contract compliance:

Lobbying

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

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

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

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

Fiscal Year

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

Enter the Begin Date [mm/dd/yyyy]:

10/1/2013

Enter the End Date [mm/dd/yyyy]:

9/30/2014

Sources of Financial Support

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

Enter the amount ($) of Federal Grant Funds:

52953650

Enter the amount ($) of State Grant Funds:

946812

Single Audit

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

Select the Appropriate Response:
X Yes
_ No

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

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

Enter the date of your last annual single audit:

9/30/2012

Equal Employment Opportunity Plan (EEOP)

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

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

Requirements for a Type I Entity:

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

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

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

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

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

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Katherine Branch, 722 Moody, 3rd floor, Galveston, Texas 77550

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

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
Select the appropriate response:
_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

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

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

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

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Accounting System

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

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?
Select the appropriate response:
_ Yes
_ No

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

Financial Capability

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

Has the grant agency undergone an independent audit?
Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?
Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?
Select the appropriate response:
_ Yes
_ No

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

Budgetary Controls

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

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

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

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

Enter your explanation:

Internal Controls

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

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?
Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?
Select the appropriate response:
_ Yes
_ No

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

Budget Details Information

Budget Information by Budget Line Item:

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

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

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

Budget Summary Information

Budget Summary Information by Budget Category:

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

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL

$20,800.00	$0.00	$0.00	$0.00	$20,800.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Overtime Policy: 1) Please upload a copy of the overtime policy approved by the governing body to eGrants at https://egrants.governor.state.tx.us.	5/22/2013 7:32:17 PM		No	Yes
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	5/22/2013 7:31:53 PM		Yes	No
Please be advised that CJD has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	5/22/2013 7:32:17 PM		No	No

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

AGENDA ITEM #44.b.

AGREEMENT FOR CONSULTING SERVICES

MADE AND ENTERED INTO by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, hereinafter called "Owner" and Coastal Strategies Group, LLC hereinafter called the "Consultant".

RECITALS

Owner intends to engage the services of Consultant to perform professional consulting services for coastal and other related projects as assigned.

CONTRACTURAL UNDERTAKINGS

SECTION I
EMPLOYMENT OF CONSULTANT

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional consulting services in connection with the Project as stated below, and for having rendered such service, the Owner agrees to pay the Consultant such compensation as is stated below:

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Consultant shall render professional consulting services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State, and Federal regulations.

See work authorization no. 001, 003, 004, and 005 attached hereto as Exhibit "A".

The character and extent of services are outlined in Exhibit "A".

All services shall be of good quality and shall be performed in a professional manner. The standard care for all consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by other members of Consultant's profession practicing under similar conditions at the same time and in the same locality. Consultant will re-perform any Services not meeting this standard without additional compensation. **CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH CONSULTANTS SERVICES.**

Additional services that may be required after approval of these documents by Owner, or required by the State or Federal regulations published in the State or Federal register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between Owner and Consultant.

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by Owner and the Consultant and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Consultant shall submit a Project Time Schedule. It is understood by the Owner that the Consultant will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

The Consultant agrees to perform the design services diligently and within 365 days after authorization to proceed.

The Consultant shall hold periodic conferences with the Owner to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities and be consistent with his current policies. To implement this coordination, the Owner shall make available to the Consultant for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Consultant shall submit a monthly progress report of project status.

SECTION V
THE CONSULTANT'S COMPENSATION

As set forth in Exhibits "A & B" attached hereto, the Owner shall compensate the Consultant for services performed under this Agreement per the compensation amounts shown in Exhibits "A & B".

The maximum amount payable under this Contract is $75,000.00 including expenses. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions. No revisions in the maximum amount payable will be permitted unless previously authorized by the Owner.

Payments to the Consultant for authorized services will be made by the Owner within 30 days upon presentation of monthly statements by the Owner of such services. Payments shall be due upon receipt by the Owner of any such statement. All remittances shall be mailed, electronic mailed, or delivered to the Owners office.

SECTION VI
OWNERSHIP OF DOCUMENTS

All documents produced by the Consultant belong to and remain property of the Owner.

County contracts are subject to all legal requirements provided by the county, state, or federal statutes, rules and regulations.

Consultant acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Open Records Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Open Records Act and as such, will be discussed and voted upon in a public meeting. Any request made by a member of the public to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to, the breach thereof and if the dispute cannot be settled through negotiation, then the Consultant and the Owner agree to submit the dispute to mediation. In the event the Consultant or the Owner desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Consultant and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The Owner may terminate the Agreement with or without cause by giving to the Consultant thirty (30) days' notice in writing. Upon receipt or delivery of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after the receipt of notice of termination, the Consultant shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The Owner shall then pay the Consultant promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated, but subject to the restriction, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

The Consultant shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum specified by the RFQ for the project.

The Consultant shall, upon request by the Owner, furnish certificates of insurance to the Owner evidencing compliance with the insurance requirements thereof.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be in Galveston County, Texas.

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

John Lee, Jr.
Coastal Strategies Group, LLC
P.O. Box 404
High Island, Texas 77623-0404

All notices and communications under this Agreement to be mailed or delivered to Owner shall be to the following address:

Mark Henry, County Judge
County of Galveston
Galveston County Courthouse, 2nd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The Owner and the Consultant each binds itself and its successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Owner nor the Consultant shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or

agent of any public body which may be a party thereto.

This Agreement is executed this **25th** day of **June, 2013.**

ATTEST:

Hon. Dwight Sullivan Galveston County Clerk	Date

FOR GALVESTON COUNTY	**FOR COASTAL STRATEGIES GROUP, LLC**
Mark A. Henry, Galveston County Judge/ Date	John Lee Jr. 6/16/2013 Mr. John Lee Jr., Managing Director/ Date
722 Moody (21st Street) Galveston, Texas 77550	P.O. Box 404 High Island, Texas 77623-0404

Exhibit A Work Authorization Form
Work Authorization # 001
Date: June 25, 2013

GALVESTON COUNTY
COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

WORK AUTHORIZATION FORM

This Work Authorization Form pertains to an Agreement by and between the County of Galveston ("Owner"), and Coastal Strategies Group LLC, ("Consultant"), dated **June 25, 2013**, ("the Agreement"). Consultant shall perform services on the project described below and provided in the Agreement. Upon execution of the Agreement, this Work Authorization shall become a supplement to the Agreement as it pertains to the project described below.

WORK AUTHORIZATION NUMBER: #001 DATE: June 25, 2013
PROJECT NAME: Coastal Impact Assistance Program (CIAP)

SECTION I
PROJECT DESCRIPTION

Galveston County is eligible to be awarded grant funds through the US Fish and Wildlife Service funded by returning a percentage of offshore oil and gas revenues to coastal political subdivisions located on the gulf coast of Texas and five (5) other states. Galveston County has received award letters based on projects developed for federal fiscal years FY07; FY08; FY09; and FY10. This project includes implementation of the awarded projects, coordination with County staff and selected engineering service providers and assisting County staff with reporting.

SECTION II
SCOPE OF SERVICES

Services provided by Coastal Strategies Group under this Work Authorization will include; at the direction of Galveston County staff point of contact, coordination with the selected engineering service providers, project implementation, project oversight / management, coordination with regulatory agencies, federal agencies and the GLO, and serving as liaison between Galveston County POC and the selected engineering service providers for the FY07, FY08, FY09, and FY10 CIAP projects. Travel in support of these services may be necessary to meet with State and federal representatives regarding any potential project issue and will be reimbursed by Galveston County at actual cost to Coastal Strategies following pre-approval from the County point of contact.

SECTION III
OWNERS RESPONSIBILITIES

The Owner agrees to provide Coastal Strategies, at no expense to Coastal Strategies, all existing data, plans, and other information in the Owners possession as determined by Coastal Strategies, which are necessary for the performance of services. The Owner further agrees to provide any additional data, plans, or other information as may be specified in related work authorization forms. Owner also agrees to designate a County staff point of contact familiar with the CIAP program that will be able to participate in project discussions and communicate the County's direction and positions on an as needed basis to facilitate project development and implementation.

Exhibit A Work Authorization Form
Work Authorization # 001
Date: June 25, 2013

SECTION IV
PERFORMANCE PERIOD

Galveston County has received award letters from the USFWS for all submitted project applications. Respective projects have differing performance periods; however all projects must be completed and closed by December 31, 2016. Coastal Strategies will work to expedite and coordinate project submittals to meet the above timeframe, however there could be programmatic factors beyond Coastal Strategies control that could result in delays to the overall process.

SECTION V
PAYMENTS TO CONSULTANT / REPORTING REQUIREMENTS

Services provided by Coastal Strategies Group staff will be at the rate of $125.00 per hour, unless otherwise noted by mutual written agreement in advance of services being rendered; and in accordance with Coastal Strategies Group Terms and Conditions; as authorization by at the designated County point of contact. Additional services will require authorization in advance. All internal and out of State travel (including airfare, taxi's, lodging, incidentals and meals) will be passed through to Galveston County. Hourly rates are based on port to port, mileage rates will reflect current IRS rates plus 10%. Reporting requirements will be met by periodic meetings with the designated County point of contact and coordinated with engineering service providers.

SECTION VI
OTHER ISSUES / ITEMS

No other issues at this time.

Exhibit A Work Authorization Form
Work Authorization # 003
Date: June 25, 2013

GALVESTON COUNTY
COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

WORK AUTHORIZATION FORM

This Work Authorization Form pertains to an Agreement by and between the County of Galveston ("Owner"), and Coastal Strategies Group LLC, ("Consultant"), dated **June 25, 2013**, ("the Agreement"). Consultant shall perform services on the project described below and provided in the Agreement. Upon execution of the Agreement, this Work Authorization form shall become a supplement to the Agreement as it pertains to the project described below.

WORK AUTHORIZATION NUMBER: #003 DATE: June 25, 2012
PROJECT NAME: USACE Feasibility Study Re-scoping and Gulf Coast Community Protection and Recovery District

SECTION I
PROJECT DESCRIPTION

Galveston County, Jefferson County and the U.S. Army Corp of Engineers began a Feasibility Study with the execution of a cost share agreement in September 2001. The Feasibility Study (Study) consisted of an area from Sabine Pass to San Luis Pass, or approximately 92 miles. The Study was funded through the partnership agreement divided evenly (50/50) between federal and non-federal partners. The non-federal share was divided between Galveston County and Jefferson County at a 75% / 25% cost share rate. The Study progressed until 2008 when Hurricane Ike impacted the upper Texas coast. The Study was placed on hiatus by the sponsors during the summer of 2009. Recently the Study has been picked up again and the USACE is seeking an expanded study area to include the six (6) counties of the upper Texas coast: Brazoria, Chambers, Galveston, Harris, Jefferson and Orange Counties, with the General Land Office serving as the lead non-federal sponsor. The counties, USACE, and many others are meeting in support of this effort. Galveston County requires a representative at these meetings familiar with the background of the original Feasibility Study and the various steps required to move this effort forward.

SECTION II
SCOPE OF SERVICES

Services provided by Coastal Strategies Group under this Work Authorization will include; at the direction of the Galveston County staff point of contact, representation on behalf of Galveston County at meetings, providing background information, coordinating with state and federal legislators, staff, agencies and lobbyists on behalf of Galveston County in support of this project. Additional assistance is to be provided in coordination with participating universities and special focus groups including (but not limited to) the SSPEED Center at Rice University and the various technical divisions of the U.S. Army Corp of Engineers. Provide Feasibility Study information to potential project stakeholders and administrative support to the Galveston County Beach Erosion Task Force. Providing recommendations and suggesting courses of action.

SECTION III
OWNERS RESPONSIBILITIES

The Owner agrees to provide Coastal Strategies, at no expense to Coastal Strategies, all existing data, plans, and other information in the Owners possession as determined by Coastal Strategies, which are necessary for the performance of services. The Owner further agrees to provide any additional data, plans,

or other information as may be specified in related work authorization forms. Owner also agrees to designate a County staff point of contact familiar with the background of the Feasibility Study that will be able to participate in project discussions and communicate the County's direction and positions on an as needed basis to facilitate project development and implementation.

SECTION IV
PERFORMANCE PERIOD

The Feasibility Study is one of the steps in the federal process to implement a federally sponsored surge suppression or beach restoration project. Federal appropriations for the Study occur on an annual basis. The performance period of this Work Authorization would mirror the coast share agreement executed between the General Land Office, as the primary non-federal sponsor and the USACE and subject to annual renewals.

SECTION V
PAYMENTS TO CONSULTANT / REPORTING REQUIREMENTS

Services provided by Coastal Strategies Group will be at the rate of $125.00 per hour, unless otherwise noted by mutual written agreement in advance of services being rendered; and in accordance with Coastal Strategies Group Terms and Conditions as authorized by the designated County point of contact. Additional work by Coastal Strategies will require authorization in advance. All internal and out of State travel (including airfare, taxi's, lodging, incidentals and meals) will be passed through to Galveston County. Hourly rates are based on port to port, mileage rates will reflect current IRS rates plus 10%. Reporting requirements will be met by periodic meetings with the designated County point of contact and coordinated with engineering service providers. Funds expended under this Work Authorization may potentially be used by Galveston County as a matching source to offset potential matching requirements, if the opportunity is available with the Texas General Land Office.

SECTION VI
OTHER ISSUES / ITEMS

No other issues at this time.

Exhibit A Work Authorization Form
Work Authorization # 004
Date: June 25, 2013

GALVESTON COUNTY
COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT
AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

WORK AUTHORIZATION FORM

This Work Authorization Form pertains to an Agreement by and between the County of Galveston ("Owner"), and Coastal Strategies Group LLC, ("Consultant"), dated **June 25, 2013**, ("the Agreement"). Consultant shall perform services on the project described below and provided in the Agreement. Upon execution of the Agreement, this Work Authorization form shall become a supplement to the Agreement as it pertains to the project described below.

WORK AUTHORIZATION NUMBER: #004 DATE: June 25, 2013
PROJECT NAME: Coastal Erosion Planning Response Act, (CEPRA)

SECTION I
PROJECT DESCRIPTION

The CEPRA program is a State of Texas funded grant program administered by the General Land Office that occurs in 2 year cycles. Galveston County has a history of submitting and receiving grant awards through this program. Previously Galveston County has been notified by the General Land Office of the certification of its Erosion Response Plan as drafted by Coastal Strategies Group to enable it to remain eligible for CEPRA grant funding. The application period for Cycle VIII (8) Project Goal Summaries has recently opened with a July 1, 2013 deadline.

SECTION II
SCOPE OF SERVICES

Services provided by Coastal Strategies Group under this Work Authorization will include; assisting with the overall management of the CEPRA program, at the direction of the Galveston County staff point of contact, will provide representation on behalf of Galveston County at meetings, providing background information, development of applications, verifying Project Cooperation Agreements (PCA), project implementation, project management, coordinating with GLO staff on behalf of Galveston County in support of this project. Travel in support of these services may be necessary to meet with State and federal representatives regarding any potential project issue and will be reimbursed by Galveston County at actual cost to Coastal Strategies following pre-approval from the County point of contact.

SECTION III
OWNERS RESPONSIBILITIES

The Owner agrees to provide Coastal Strategies, at no expense to Coastal Strategies, all existing data, plans, and other information in the Owners possession as determined by Coastal Strategies, which are necessary for the performance of services. The Owner further agrees to provide any additional data, plans, or other information as may be specified in related work authorization forms. Owner also agrees to designate a County staff point of contact familiar with the GLO and CEPRA program that will be able to participate in project discussions and communicate the County's direction and positions on an as needed basis to facilitate project application, development and implementation.

SECTION IV
PERFORMANCE PERIOD

The CEPRA program is a two year program that typically solicits applications and letters of intent submissions prior to a July 1st deadline of odd numbered years. Funding is not typically carried forward from one two year cycle to the next without having an existing construction project underway.

SECTION V
PAYMENTS TO CONSULTANT / REPORTING REQUIREMENTS

Services provided by Coastal Strategies Group staff will be at the rate of $125.00 per hour, unless otherwise noted by mutual written agreement in advance of services being rendered; and in accordance with Coastal Strategies Group Terms and Conditions as authorized by the designated County point of contact. Additional work by Coastal Strategies will require authorization in advance. All internal and out of State travel (including airfare, taxi's, lodging, incidentals and meals) will be passed through to Galveston County. Hourly rates are based on port to port, mileage rates will reflect current IRS rates plus 10%. Reporting requirements will be met by periodic meetings with the designated County point of contact and coordinated with engineering service providers.

SECTION VI
OTHER ISSUES / ITEMS

No other issues at this time.

Exhibit A Work Authorization Form
Work Authorization # 005
Date: June 25, 2013

GALVESTON COUNTY
COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

WORK AUTHORIZATION FORM

This Work Authorization Form pertains to an Agreement by and between the County of Galveston ("Owner"), and Coastal Strategies Group LLC, ("Consultant"), dated **June 25, 2013**, ("the Agreement"). Consultant shall perform services on the project described below and provided in the Agreement. Upon execution of the Agreement, this Work Authorization form shall become a supplement to the Agreement as it pertains to the project described below.

WORK AUTHORIZATION NUMBER: #005 DATE: June 25, 2013
PROJECT NAME: FEMA Geotextile Tube Alternate Projects

SECTION I
PROJECT DESCRIPTION

Prior to Hurricane Ike Galveston County had installed approximately 40,000 linear feet of geotextile tube core dunes on the Bolivar Peninsula and Galveston Island. These project areas served to protect upland structures and evacuation routes that served each local community. As a result of the impact from Hurricane Ike in 2008, these project areas were completely destroyed, and subsequently removed from the beach as debris by the General Land Office. Galveston County has received notification from FEMA that project worksheets (PW #15158; PW #15154) have been obligated for these project locations. Galveston County requires a consultant familiar with the background of the original project location(s) and the coastal issues surrounding any project implemented in this area and the various steps required to move these projects forward.

SECTION II
SCOPE OF SERVICES

Services provided by Coastal Strategies Group under this Work Authorization will include; assisting with the development of FEMA Geo-textile tube alternate projects related to Hurricane Ike. Assist with project implementation, project management, and coordination of the associated beach related federal funds. Provide recommendations, suggestions and potential courses of action, at the direction of the designated County point of contact.

SECTION III
OWNERS RESPONSIBILITIES

The Owner agrees to provide Coastal Strategies, at no expense to Coastal Strategies, all existing data, plans, and other information in the Owners possession as determined by Coastal Strategies, which are necessary for the performance of services. The Owner further agrees to provide any additional data, plans, or other information as may be specified in related work authorization forms. Owner also agrees to designate a County staff point of contact familiar with FEMA and related issues that will be able to participate in project discussions and communicate the County's direction and positions on an as needed basis to facilitate project development and implementation.

SECTION IV
PERFORMANCE PERIOD

The project worksheets associated with Hurricane Ike are required to be completed by September 12, 2014 with final audit and close out by September 2016. The performance period of this work authorization would mirror the federal guidelines for the completion of the FEMA project worksheets.

SECTION V
PAYMENTS TO CONSULTANT / REPORTING REQUIREMENTS

Services provided by Coastal Strategies Group staff will be at the rate of $125.00 per hour, unless otherwise noted by mutual written agreement in advance of services being rendered; and in accordance with Coastal Strategies Group Terms and Conditions and as authorized by the designated County point of contact. Additional services, performed by others are not included in this Work Authorization form. Additional work by Coastal Strategies will require authorization in advance. All internal and out of State travel (including airfare, taxi's, lodging, incidentals and meals) will be passed through to Galveston County. Hourly rates are based on port to port, mileage rates will reflect current IRS rates plus 10%. Reporting requirements will be met by periodic meetings with the designated County point of contact and coordinated with engineering service providers.

SECTION VI
OTHER ISSUES / ITEMS

Federal permitting and environmental compliance may become an issue with these projects and Coastal Strategies cannot guarantee any interpretations made by federal agencies that could have negative impacts on these projects.

EXHIBIT "B"

GALVESTON COUNTY

COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT

AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

Task No.	Name	Not To Exceed Cost
1.)	Coastal Impact Assistance Program (CIAP)	$35,000.00
2.)	Erosion Response Plan	Completed
3.)	USACE Feasibility Study	$10,000.00
4.)	Coastal Erosion Planning Response Act (CEPRA)	$15,000.00
5.)	FEMA	$15,000.00
	Grand Total	**$75,000.00**

All out of county travel must be pre-approved by Galveston County

AGENDA ITEM #44.c.

Pagan, Cynthia

From: Pagan, Cynthia
Sent: Wednesday, June 12, 2013 12:57 PM
To: Henry, Mark; Dennard, Ryan; O'Brien, Kevin; Holmes, Stephen; Clark, Ken
Subject: Coastal Impact Assistance Program (CIAP)

Hon. Judge Henry and Commissioners-

I wanted to follow-up with you regarding the "Emergency Placement Beach/Dune System Restoration at West Galveston Island Project"- it is one of the seven Coastal Impact Assistance Program (CIAP) grant awards previously approved by the Court. When this project was originally developed it was intended to be included in the large beach nourishment project that was ultimately cancelled (November 2010) by the GLO due to legal issues associated with the Severance case. As a result of the cancellation of the West Galveston Island Project by the GLO, we have $1.25M that we need to reallocate to another project.

Commissioners Court has already accepted and approved the award for this project ($1.254M) and according to the rules of the CIAP program, the Court has the ability to transfer or re-program the funds from this CIAP project into another CIAP project with the approval of the program managers at the US Fish and Wildlife Service (USFWS). It is even possible to transfer the funding for this project into a non-CIAP project, with USFWS approval as long as the new project is a similar type project to the original proposed CIAP project. In this case it would be a beach restoration/nourishment project.

In the Galveston / Bolivar Peninsula area there are currently three (3) potential beach restoration/nourishment projects that could qualify as a viable project location where this CIAP funding could be moved to, pending USFWS approval. A brief description of each possibility is provided below:

1. <u>End of Seawall Beach Nourishment (Park Board CEPRA Project #1521)-</u>

The GLO, Galveston Park Board and the City of Galveston are working together to implement a beach nourishment project from the west end of the seawall to the western boundary of Dellanera Park. The approximate project budget is $4M and has a length of approximately 2300ft.

Thoughts- A drawback to this project is it's relatively short length. The CIAP project would increase the existing Dellanera project budget by at least 25% while the existing project footprint is limited by the easements and could be viewed as not being long enough to support the added material

2. <u>Seawall Beach Nourishment-</u>

The GLO, the City of Galveston Industrial Development Corp., and the Park Board are again working together to implement a beach nourishment project in front of the seawall using existing GLO PW's that are being relocated from west Galveston Island to the seawall area due to legal issues. The approximate budget is approaching $16M and will place sand in three areas from 16th street to 61st street, skipping the areas that are privately held.

Thoughts- This is a large scale project and has the necessary footprint to incorporate the CIAP funds into a successful project. The CIAP funds could be included in this project pending USFWS approval.

3. <u>Bolivar Peninsula CIAP project-</u>

Galveston County has a existing CIAP project on Bolivar Peninsula that is intended to restore beaches and dunes on the peninsula. The existing CIAP project for the Bolivar Beach and Dunes project is $1.76M, and would benefit from the infusion of the additional CIAP funds. Again, this would require USFWS approval.

Thoughts- The CIAP project on Bolivar Peninsula would greatly benefit from the additional CIAP funds and it makes sense for the County to transfer funding it has from one County project to another County project. The movement of the funds would require USFWS approval but would most likely be the easiest to justify due to the County ownership of both CIAP projects.

It is up to the Court where this funding is ultimately going to end up, but any movement needs to be approved by USFWS.

If you need any information or if I can be of any assistance please don't hesitate to let me know.

Thank you,

Cindy Pagan, M.A., M.B.A.
Grants Manager
Galveston County
Office of Finance and Administration
722 Moody, Suite 317
Galveston, Texas 77550
cynthia.pagan@co.galveston.tx.us
Office: 409-770-5355
Cell: 409-599-1170
Fax: 409-766-2539

AGENDA ITEM #44.d.1.

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Sheriff - Administration	Amendment No. 13-043-0625-A
Date Submitted:	June 6, 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 General Fund - Budgeted Reserves to Sheriff-Administration - Auto Maintenance to cover expenditures through the end of the fiscal year 2013.

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	90,000	___
TOTAL - Transfer Amount		$ 90,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: General Fund 1101-211101-5423110	Line Item: Auto Maintenance	90,000	___
TOTAL - Transfer Amount		$ 90,000	

ADDITIONAL COMMENTS:

This is a budget request to transfer budget from General Fund - Budgeted Reserves to Sheriff-Administration - Auto Maintenance to fund expenditures through the end of the fiscal year 2013. This is a conservative estimate based on typical expenditures during the summer months.

In FY2012, the Sheriff Administration - Auto Maintenance expenditure was $279,765.

Description	Budgeted Reserves	Departmental Supplies, Non-Capitalized
Beginning Balance, 06/17/2013	$16,062,702	$235,000
Budget Amendment - BA 13-043-0625-A	-90,000	90,000
Expenditures and Encumbrances to date (6/17/2013)	0	-233,949
Balance upon approval	$15,972,702	$91,052

Departmental Authorization Date

N/A

Human Resources Department Date

Budget Office Authorization 6/18/2013 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 #44.d.2.

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Community Services	Amendment No.13-044-0625-B
Date Submitted:	June 3, 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 budget donations from Reliant Energy and fund the Summer Relief program.

This budget amendment does increase the budget for FY 2013.

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: Donations to Galveston County Fund 2121-000040-4851019	Line Item: Contribution from Reliant Energy	10,000	___
TOTAL - Transfer Amount		$ 10,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: Donations to Galveston County Fund 2121-443141-5421304	Line Item: Summer Relief	10,000	___
TOTAL - Transfer Amount		$ 10,000	

ADDITIONAL COMMENTS:
This budget request is to recognize the donation received from Reliant Energy ($10,000) and to set up a budget to expend the donation on the Summer Relief program, which assists county residents with their utility bills. This donation is to be approved by Commissioners Court on June 25, 2013.

Departmental Authorization Date

N/A Date
Human Resources Department

6/19/2013
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 #44.d.3.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Tax Assessor-Collector	Amendment No. 13-045-0625-C
Date Submitted:	June 11, 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 General Fund - Budgeted Reserves to Tax Assessor-Collector to fund additional re-districting expenditures (AIMS Company).

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	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 1101-151500-5481000	Line Item: Contract Services	1,500	___
TOTAL - Transfer Amount		$ 1,500	

ADDITIONAL COMMENTS:
This is a budget request to transfer budget from General Fund - Budgeted Reserves to Tax Assessor-Collector - Contract Services to fund additional re-districting expenditures (AIMS Company). This contract is to be submitted to Commissioners Court on June 25, 2013 for approval.

Description	Budgeted Reserves	Tax Assessor - Collector Contact Services
Beginning Balance, 06/17/2013	$16,062,702	$40,000
Budget Amendment - BA 13-043-0625-A	-90,000	
Budget Amendment - BA 13-045-0625-C	-1,500	1,500
Expenditures and Encumbrances to date (6/17/2013)	0	-15,255
Balance upon approval	$15,971,202	$26,245

Departmental Authorization — Date

N/A
Human Resources Department — Date

6/19/2013
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 #44.d.4.

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Parks Department	Amendment No. 13-046-0625-D
Date Submitted:	June 17, 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 Galveston County Beach and Parks - Advertising and Budgeted Reserves to Supplies and Materials and Contract Services to fund additional beach stickers and port-o-let services through the end of fiscal year 2013.

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	Line Item:		___
2601-544042-5493100	Advertising	3,000	
2601-920180-5930000	Budgeted Reserves	7,600	
TOTAL - Transfer Amount		$ 10,600	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: Galveston County Beach and Parks	Line Item:		___
2601-522042-5310000	Supplies and Materials	3,000	
2601-522042-5481000	Contract Service	7,600	
TOTAL - Transfer Amount		$ 10,600	

ADDITIONAL COMMENTS:
This is a budget request to transfer budget from Galveston County Beach and Parks - Advertising and Budgeted Reserves to Supplies and Materials and Contract Service to fund additional beach stickers and port-o-let service through the end of the fiscal year 2013. Currently, the Parks Department have 8,000 beach stickers in inventory; $3,000 will fund 8,000 more beach stickers for the rest of the FY2013. In FY 2013, the Road and Bridge Department budgeted for additional port-o-let service for the Memorial Day weekend and the month of June 2013 ($4,680); the $7,600 will fund additional port-o-let service for the four weekends plus one day in July 2013 and the five weekends plus one day in August 2013. These charges are for the extra service of 12 ADA Portable Toilets and 2 Extra Toilets for weekends and holidays.

Description	Advertising	Budgeted Reserves	Supplies and Materials	Contract Service
Beginning Balance, 06/17/2013	$10,000	$1,312,500	$10,000	$22,500
Budget Amendment - BA 13-046-0625-D	-3,000	-7,600	3,000	7,600
Expenditures and Encumbrances to date, 06/17/2013	-4,603	0	-9,944	-22,500
Balance upon approval	$2,397	$1,304,900	$3,056	$7,600

Departmental Authorization Date

N/A

Human Resources Department Date

Budget Office Authorization Date 6/19/2013

AUDITOR'S REVIEW

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

Reviewed by:_____ Date:_____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted:_____ Date Approved:_____

AGENDA ITEM #44.d.5.

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Information Technology	Amendment No. 13-047-0625-E
Date Submitted:	June 13, 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 General Fund - Budgeted Reserves to Desktop Refresh - Departmental Supplies - Non-Capitalized to initiate the desktop refresh in lieu of waiting for the start of the next fiscal year.

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	Budgeted Reserves	1,200,000	
TOTAL - Transfer Amount		$ 1,200,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: General Fund 1101-159106-5310001	Line Item: Departmental Supplies - Non-Capitalized	1,200,000	—
TOTAL - Transfer Amount		$ 1,200,000	

ADDITIONAL COMMENTS:

This is a budget request to transfer budget from General Fund - Budgeted Reserves to Desktop Refresh - Departmental Supplies - Non-Capitalized to initiate the desktop refresh in lieu of waiting for the start of next year.

Description	General Fund - Budgeted Reserves	Desktop Refresh - Departmental Supplies - Non-Capitalized
Beginning Balance, 06/17/2013	$16,062,702	$0
Budget Amendment - BA 13-043-0625-A	-90,000	
Budget Amendment - BA 13-045-0625-C	-1,500	
Budget Amendment - BA 13-047-0625-E	-1,200,000	1,200,000
Expenditures and Encumbrances to date, 06/17/2013	0	0
Balance upon approval	$14,771,202	$1,200,000

Departmental Authorization — Date

N/A

Human Resources Department — Date

for Janice G. Yeard 6/21/13

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 #44.d.6.

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Constable Precinct #7	Amendment No. 13-048-0625-F
Date Submitted:	June 18, 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:

Position Request to change the Position Title and Job Description of Position #5 from a Constable Clerk to a Probationary Deputy Constable with a net zero impact on the budget.

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 1101-223700-5100000	Line Item: Salaries (Position #5)	6,424	___
TOTAL - Transfer Amount		$ 6,424	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: General Fund 1101-223700-5100000	Line Item: Salaries (Position #5)	6,424	___
TOTAL - Transfer Amount		$ 6,424	

ADDITIONAL COMMENTS:

This is a position request from Constable Precinct #7 to change the Position Title and Job Description of Position #5 from a Constable Clerk to a Probationary Deputy Constable with a net zero impact on the FY2013 Budget for Constable Precinct #7.

Position	Grade	Bi-Weekly Salary	Salary through the end of FY2013
Proposed Title:			
Probationary Deputy Constable	07A	$931	$6,424
Present Title:			
Constable Clerk	07A	$931	$6,424
Difference			$0

Departmental Authorization Date

Human Resources Department Date

Budget Office Authorization Date 6/19/2013

AUDITOR'S REVIEW

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

Reviewed by:_____ Date:_____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted:_____ Date Approved:_____

AGENDA ITEM #44.d.7.

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Justice Court Precinct #3	Amendment No. 13-049-0625-G
Date Submitted:	June 20, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to transfer budget from 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	1,710
Balance upon approval	$561	$790

Departmental Authorization Date

N/A

Human Resources Department Date

Budget Office Authorization Date 6/25/13

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 #44.d.8.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Justice Court Precinct #8-1	Amendment No. 13-050-0625-H
Date Submitted:	June 20, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to transfer budget from 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

6/20/2013
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 #44.d.9.

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Justice Court Precinct #4	Amendment No. 13-051-0625-I
Date Submitted:	June 20, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to transfer budget from 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 13-043-0625-A	-90,000	
Budget Amendment - BA 13-045-0625-C	-1,500	
Budget Amendment - BA 13-047-0625-E	-900,000	
Budget Amendment - BA 13-051-0625-I	-780	780
Expenditures and Encumbrances to date	0	1,272
Balance upon approval	$15,070,422	$1,008

Departmental Authorization Date

N/A

Human Resources Department Date

6/20/13

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 #45.a.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

June 19, 2013

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

Re: Galveston County CDBG-DRS Round 2 Housing Assistance Program

Gentlemen,

On May 14, 2013, at a regular meeting of the Commissioners' Court, the following contractors were approved to participate in the Galveston County Housing Assistance Program (GCHAP) CDBG-DRS Round 2 Program:

- AHRG Corporation
- Altura Homes DFW L.P.
- America's Home Place, Inc., dba American Home Builders, Inc.
- Burghli Investments, LLC dba Burghli Homes
- DSW Homes, LLC
- Industrial Laminates Corp., dba ILCOR Homes, Inc.
- James W. Turner Construction, Ltd.
- M Space Holdings, LLC
- Sullivan Land Services, Ltd.
- SWMJ Construction, Inc.
- Tegrity TH1,LLC
- Traton Homes, LLC

It is requested that authorization be granted to the County Judge to sign contracts related to each of the contractors that were prior selected by the Texas General Land Office (GLO) as qualified vendors in the CDBG-DRS Round 2 program. A draft agreement is attached for your perusal.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

COUNTY OF GALVESTON

James Gentile
DIRECTOR OF HOUSING & ECONOMIC DEVELOPMENT

June 19, 2013

Mr. Rufus Crowder, CPPO, CPPB,
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550

Re: GCHAP Round 2; requesting item for June 25, 2013 Commissioners Court Agenda

Dear Mr. Crowder,

The Galveston County Housing Assistance Program recommends that the Commissioners Court approve entering into a contractual relationship with each of the companies selected by the Texas General Land Office (GLO) as qualified vendors in the CDBG-DRS Round 2 program and requests that consideration of these contracts be placed onto the agenda for the June 25, 2013 Meeting of the Commissioners Court.

This matter is in follow-up from the May 14, 2013 Meeting of the Commissioners Court, as the Commissioners Court has already approved the selection of these twelve (12) vendors for the County's pool of eligible builders to be utilized in the Round 2 Housing Program.

Thank you in advance for your attention to this matter.

Sincerely,

James Gentile, Director
Galveston County Housing Assistance Program

Galveston County Courthouse • 722 Moody St, 6th Floor • Galveston, TX 77550 • (409) 765-2658 • www.co.galveston.tx.us

State of Texas §
§
County of Galveston §

Galveston County CDBG-DRS Round 2:
Agreement with Contractor for Construction Services in Housing Assistance Program
Contractor Herein:_____

Article I. Parties

This Agreement with Contractor for Construction Services in Galveston County CDBG-DRS Round 2 Housing Assistance Program (Agreement) is entered into by and between the County of Galveston, Texas (County) and _____ (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

Article II. Recitals

1. The County is a political subdivision of the State of Texas and is acting by, under, and through its governing body, the Commissioners' Court of Galveston County, Texas;

2. The County was awarded and is a subgrantee in the Community Development Block Grant - Disaster Recovery Supplemental, Round 2, funds awarded to the State of Texas due to Hurricane Ike. The State of Texas is administering this disaster housing recovery program through the Texas General Land Office (GLO);

3. The GLO issued and conducted a request for proposal (RFP), No. 21910-SK, entitled "Home Building Services – Disaster Recovery," to seek qualified contractors to provide construction services for rehabilitation, reconstruction, or new construction within geographic zones that included Galveston County;

4. The GLO issued and conducted RFP No. 21910-SK, entitled "Home Building Services – Disaster Recovery," to seek qualified contractors to provide construction services for rehabilitation, reconstruction, or new construction in compliance with Local, Federal, and State requirements for grants under the United States Department of Housing and Urban Development (HUD) disaster recovery programs for, inter alia, Hurricane Ike;

5. Contractor herein timely submitted a proposal in response to the RFP No. 21910-SK and was selected by the GLO as a qualified contractor in this grant program;

6. County as a subgrantee in this CDBG-DRS Round 2 Program is authorized to utilize the contractors selected by the GLO through its competitive procurement, RFP No. 21910-SK, and to enter into contract with such contractors for the provision of rehabilitation, reconstruction, or new construction services in this CDBG-DRS Round 2 Program;

7. Contractor herein wishes to provide such construction services in this CDBG-DRS Round 2 Program; and

7. County and Contractor wish to enter into a contract for the provision of rehabilitation, reconstruction, or new construction services in this CDBG-DRS Round 2 Program.

Now therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows:

Article III. Terms

1. **Recitals**. The recitals set forth above are true and correct.

2. **Acronyms**. As used in this Agreement, acronyms refer to the meanings identified herein, within this Section or elsewhere within this Agreement:

   a. CDBG-DRS means Community Development Block Grant – Disaster Recovery Supplemental funds and further refers exclusively to Round 2 CDBG-DRS funds due to Hurricane Ike.

   b. GCHAP means the Galveston County Housing Assistance Program undertaken by Galveston County and further refers exclusively to Round 2 CDBG-DRS funds for housing assistance.

   c. GLO means the General Land Office of the State of Texas, that State agency administering the CDBG-DRS Round 2 grant awarded to the State of Texas under the HUD disaster recovery grant program for Hurricane Ike.

   d. HUD means the United States Department of Housing and Urban Development.

3. **Scope of Services**.

   a. Scope. Contractor agrees to perform rehabilitation, reconstruction, or new construction services as assigned in this housing component of the Hurricane Ike CDBG-DRS Round 2 Program (Program). Contractor agrees that this Agreement does not guarantee award of any minimum amount of work to the Contractor. Projects will be awarded on a site-by-site basis and a tri-party agreement between the Contractor, Homeowner and Galveston County will be entered into evidencing the agreement of the parties for that construction. Contractor will be selected through the Galveston County builder assignment method for reconstruction, rehabilitation and new construction. Contractor will be subject to a Program performance evaluation by the GCHAP on a recurring basis to assess Contractor's performance under this Program. This performance evaluation will be used for the award of additional home rehabilitation, reconstruction, and new construction projects.

   b. Contractor Responsibilities. Contractors and all subcontractors must be licensed by the State of Texas and authorized to do business in the State of Texas. Contractors are responsible to receive and submit **all documentation required** to

obtain a Certificate of Occupancy, or equivalent. All permits shall be posted at each site in plain view. No posted applicant information will contain any Personally Identifiable Information (PII). A permit box in the front yard, or posting in the front window of the home is acceptable. Contractor shall ensure that all work performed satisfies all 2009 International Residential Code (IRC), 2009 International Energy Conservation Code (IECC), and the Construction Requirements for Single Family Affordable Housing for all construction (Section 2306.514 Texas Government Code), and all other federal, state, and local construction, health and safety code requirements upon project completion. Contractors are responsible for finish floor elevation verification to comply with FEMA Base Flood Elevation and Program requirements. Contractors shall adhere to the terms of the construction contract including these minimum construction standards and the minimum construction specifications. No work will be approved except that which is established in the contract and in written approved change orders by the GCHAP. Whenever the need for clarification results in a change, such issues will result in a written change order prior to any work being completed. Any unforeseen or hidden condition shall be reported to the Construction Manager immediately. Any item that conflicts with these standards shall be reported immediately by the contractor. Contractors will ensure work area shall be left clean and free from clutter at the end of each day and the contractor, not the homeowner, will be responsible for storage of materials and tools. Contractor will maintain protection of existing adjacent surfaces and finishes prior to commencing construction. If property is damaged through negligence of the Contractor, including its subcontractors and all persons working under the authority of the Contractor, arrangements shall be made by the Contractor to reimburse the homeowner. The Contractor shall use the site and its facilities only for the specified construction. Electric, water, sewer and gas systems shall be used only for construction purposes and during the construction phase only. Contractor shall perform construction as specified in a timely manner (not more than 60 days reconstruction from issuance of Notice to Proceed and not more than 60 days rehabilitation from issuance of Notice to Proceed) and subject to penalties for schedule delays (i.e., reduction in assignments, removal from the Program, payment of homeowner displacement expense, reassignment of project to another builder). All stick-built homes **WILL** be site-built **ONLY**. Contractor is responsible for disposal of all construction debris at a licensed construction waste landfill. Within ten (10) calendar days of receiving the issuance of the Notice to Proceed, the contractor shall begin the reconstruction, new construction or rehabilitation. All requests for payments will be made in writing by the contractor to the GCHAP and will include a list of items, their costs, and a sum of the item costs. All materials used shall be new and of a good quality. All work shall be done with skilled craftsmen and performed in a good and workmanlike manner in accordance with industry standards, that is, performed with that quality of work performed by one who has the knowledge, training, or experience necessary for the successful practice of a trade or occupation and performed in a manner generally considered proficient by those capable of judging such work. GCHAP shall make available selection samples to the homeowner for selection for all materials as cited in the individual specifications and provide reasonable time to the homeowner to make selections. Contractor shall submit a Benefit Selection Sheet to the GCHAP, signed by the homeowner, stating that the

homeowner approves of their selections. Discovery of defective elements made known to the Contractor before or during the construction process shall be brought to the immediate attention of the GCHAP in writing. When repairs are made, the repairs shall reasonably match the surrounding materials in original design and dimension as approved by the GCHAP. Where additional work is necessary to make repairs or to correct unforeseen dangerous conditions, the contractor shall submit to the GCHAP a proposal consisting of what type of work is needed, the cost of such work, and the time necessary for such work to be completed. Unless it is determined there exists an immediate health and safety danger, NO WORK SHALL BE AUTHORIZED until agreed upon in writing by the homeowner, Contractor, and GCHAP. Contractor shall be responsible to determine utility needs, to provide adequate sanitary facility(s) and to safely operate equipment on site. Contractor shall coordinate all work among different trades. Contractor is responsible for building site improvements which are compliant with the "Visitability Standards" as per the American Disabilities Act. Some of the items that must be included are:

- Create a vehicular pad that is ADA compliant (5'0" x 20'-0"), and an accessible route to at least one entrance of the house.
- Grade or ramp, as per Americans with Disabilities Act Accessibility Guidelines code, to accommodate wheelchair access.

Contractor is responsible for installation of all sidewalks, and driveway curb cuts as required by local municipalities to appropriate PSI, thickness, and reinforcement. All dimensions and existing site conditions are to be verified by contractor as per site specific survey. Any required setbacks, site restrictions/conditions, etc. are to be verified with local building municipalities by the contractor. The contractor is to take full responsibility for site construction upon evaluation of survey, flood certificate, building/zoning ordinance, historical overlay districts, and local fire and building codes. The contractor must comply with all ADA "Visitability" procedures and guidelines in reference to building orientation and site work. Contractor shall make every effort to minimize the impact of the construction on the homeowner. Work shall be carried out swiftly and directly. The work area shall be secured at all times. Upon completion of the work acceptance by the GCHAP, homeowner, and Program Inspector, the Final Inspection Verification Form (11.03) is issued and the Warranty Period begins. The work to be paid shall be based solely on completion of items (less retainage) following 33%, 66%, and Final Inspection. Contractors will adhere to all labor standards to include but not limited to:

- Texas law - Labor Code, Chapter 21 Employment Discrimination,
- Texas Child Labor Law - Labor Code Chapter 51,
- Texas Minimum Wage Act,
- Texas Payday Law - Labor Code Chapter 61, and
- Section 3 Compliance requirements. Section 3 of the Housing and Urban Development Act of 1968 is HUD's legislative directive for providing preference to low and very low income residents of the local community, and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

Upon completion of construction, but prior to final inspection, the contractor will;

- Remove all construction debris from the site;

- Clean and mop all floors;
- Clean all new and existing paint from other finished surfaces including window glass and mirrors;
- Leave all newly installed items in operating condition;
- Light gas water heater pilots, stove/oven pilots and gas heater pilots;
- Start all other electrical and mechanical systems;
- Put all hardware in operating condition; and
- Schedule a meeting with homeowner to furnish equipment manuals and provide home operational and maintenance instructions as needed, as well as provide the complete warranty booklet.

c. Home Warranty. Contractor will deliver a **1-2-10 year** written warranty, backed by A+ rated insurance following completion of the work. All policies will consist of the following at minimum:

1.) **Year 1:** Workmanship and material defects as defined by the warranty document.
2.) **Year 2:** Major systems (exclusive of appliances and items of equipment) including wiring, piping, ductwork and specified structural elements. (Note: The builder is responsible for making all warranted repairs in years one and two, however there is insurance, up to the original sale price of the home to make those repairs in the event the builder is unwilling or unable to perform his warranty obligations).
3.) **Years 3-10:** The builder warrants the home against covered structural failures. The insurer assumes the builder's warranty obligations during this period.

d. Lead and Asbestos in Rehabilitation. Rehabilitation contractors will be responsible for:

1.) Performing Lead Based Paint (LBP) inspections and encapsulation/remediation in accordance with Department of Housing and Urban Development (HUD), Environmental Protection Agency (EPA) and Texas Department of State Health Services environmental requirements; and
2.) Performing asbestos containing material inspections and remediation in accordance with EPA, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Texas Department of State Health Services environmental requirements.

e. Bonds and Insurance. Contractor acknowledges that it will provide payment bonds, performance bonds, and insurance as required by each tri-party contract. All projects will require that the Contractor secure performance and payment bonds in the amount that is 100% of the contract amount for that project. All bonding will be reviewed to ensure that ***Galveston County is listed as a beneficiary and issued by a recognized Texas business with a minimum A rating.*** A site specific general liability policy listing **Galveston County** as an additional insured for the amounts listed below is required for each project prior to executing Notice to Proceed (GLO Form 11.02).

- Automobile Liability - $1 million dollars
- Workers Compensation – Statutory
- Employers Liability - $500,000 each Accident; $500,000 Disease-each employee; $500,000 Disease – Policy Limit

- Builder's Risk including Flood and Named Windstorm for the value of the contract Include a Broad Form Named Insured
- Excess Umbrella Liability Insurance in the amount of five million dollars (5,000,000) per occurrence.

Construction Operations will begin upon approval of the project by the GLO, and when the GCHAP has obtained Payment and Performance Bonds, Site-specific insurance, a Galveston County Purchase Order has been issued, notice has been provided that the applicant /homeowner has vacated property at their own expense, all necessary permits/documentation has been received, and the GCHAP Director has issued a Notice to Proceed. Any discrepancy in the contract documents shall be brought to the attention of the GCHAP immediately.

f. **Indemnification and Hold Harmless. Contractor assumes all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, agents and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person arising out of Contractor's operations under this Agreement, its use of County facilities and/or equipment, and/or from any other breach on the part of the Contractor, its employees, agents or assigns. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from Contractor's operations under this Agreement. Contractor agrees to indemnify and hold Galveston County harmless from all claims of subcontractors, laborers incurred in the performance of this Agreement. Contractor shall furnish satisfactory evidence that all obligations of this nature herein designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.**

g. Requests for payment. For reconstruction and new construction, payments are to be requested when the project reaches 33 percent completion (after foundation pour, exterior surfaces, roof coverings, interior framing, electrical rough-in, plumbing top out, exterior doors, and windows); 66 percent completion (mechanics installed, interior surfaces installed, insulation, drywall finished, interior doors, interior trim, exterior surfaces caulked and painted), and 100 percent completion (site clear of debris, interior cleaned, move-in ready); and at 31 days after Final Inspection Verification Form (11.03) is issued for a 10 percent retainage withholding. For rehabilitation, payments are to be made at 50 percent, 100 percent and at 31 days after Final Inspection Verification Form (11.03) are issued. Thirty-One (31) days after the Final Inspection Verification Form (11.03) date, the statutory amount retained may be released to Contractor. In the case that punch list/warranty items are still pending from the final walkthrough, the County reserves the right to hold retainage until all items have been addressed. In the event that punch list is not completed before the 31st day deadline, the Sub recipient reserves the right to have the punch list items completed by others and

have the cost deducted from the retained amount. The GCHAP will inspect work in a timely fashion from the date of request.

h. Pricing of Services: Specific pricing for each project assignment will be addressed in the site-specific, tri-party agreement between Contractor, Homeowner and Galveston County. Galveston County reserves the right to negotiate any unit price items on a case-by-case basis if found by the County to be out-of-line with typical pricing from other GCHAP contractors for those services. The County, upon satisfactory completion of the work by the Contractor and receipt of approved invoice(s) with supporting documentation including a list of subcontractors used, will pay the Contractor in accordance with the draw schedule set forth in the tri-party agreement.

4. **Term, Termination, and Associated Matters.**

a. Initial Term. This Agreement shall be effective upon the date of the last Party executing hereto and shall remain continuously in effect thereafter through June 30, 2014.

b. Option to Renew. This Agreement may be extended or renewed beyond June 30, 2014; provided however, that in no instance may any period of extension or renewal extend beyond the time period of the contract between the County and the GLO for the administration of this Program. Contractor hereby grants to County the unilateral right to exercise an option to renew this Agreement for such periods of time as specified herein. Such option to renew shall be exercised only if all terms and conditions, except for the period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than ninety (90) calendar days prior to expiration of this Agreement or each renewal period, nor later than the final day of the Agreement period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this Agreement, including all extensions as a result of exercising this option, may not exceed the maximum period specified herein.

c. Termination for Convenience. County may terminate this Agreement for any reason or for no reason by giving Contractor written notice of termination at least thirty (30) calendar days prior to the date of termination.

d. Termination for Cause. In the event Contractor is in breach of any of the terms of this Agreement, County may terminate this Agreement for cause upon giving Contractor ten (10) calendar days prior written notice of termination for cause. In the event Contractor is in default of any material term of this Agreement, County may immediately terminate this Agreement.

e. No liability for early termination. In the event of early termination of this Agreement, the County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Contractor.

f. Non-waiver. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of the same or another provision herein. Failure of a Party to insist on the strict performance of any of the provisions contained herein or to exercise any right or remedy accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

5. **Notice**.

a. Form and Delivery. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed by certified mail, return receipt requested with proper postage affixed, or may be transmitted by facsimile transmission, to the addresses/facsimile numbers listed herein. If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To County:

Attn: Mark Henry,
County Judge of Galveston County, Texas
722 Moody, Suite 200
Galveston, Texas 77550
Facsimile: (409) 765-2915

With a copy to:

Attn: Rufus Crowder, CPPO, CPPB
Purchasing Agent of Galveston County, Texas
722 Moody, 5th Floor
Galveston, Texas 77550
Facsimile: (409) 621-7987

To Contractor:

Attn: [fill in name and title of person for Contractor]
[Fill in name of Contractor Company]
[Fill in address of Contractor]
Facsimile: [fill in fax number to Contractor]

b. Notice in event of evacuation/emergency contact information. In the event the County declares a disaster under Chapter 418 of the Texas Government Code and a mandatory evacuation or voluntary evacuation is issued by the County or any

municipality within the County, Contractor shall provide notice to the Director of the GCHAP of the names and phone numbers of its officers or employees to contact during continuation of the disaster and during recovery after the disaster. For purposes of this section, notice may be provided by facsimile transmission or by electronic mail. The facsimile number to James Gentile, the Director of the GCHAP, is (409) 766-4591 and the electronic mail address James Gentile is james.gentile@co.galveston.tx.us. Additionally, Contractor shall provide James Gentile with Contractor's emergency contact information no later than July 18, 2013, and the Director of the GCHAP shall enter such information into Blackboard Connect.

6. **Incorporation of GLO Request for Proposal 21910-SK and any Addendums thereto.** GLO RFP No. 21910-SK and all addendums thereto are incorporated herein for all purposes and thus a part of this Agreement. For clarification the incorporation herein does not include Contractor's response to RFP No. 21910-SK. Finally, in the event of an irreconcilable conflict between the terms within this document and the terms within GLO RFP No. 21910-SK and its addendums, then the provisions herein shall control. **This Agreement excludes the Galveston County Slum & Blight and Multi-Family Programs.**

7. **Entirety of Agreement**. This Agreement contains the entire agreement of the Parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.

8. **Amendment**. This Agreement may be amended only by written instrument duly authorized by each Party hereto and duly executed by each respective Party hereto.

9. **Independent Contractor**. None of the provisions of this Agreement create, are intended to create, nor shall be deemed or construed to create, any relationship between the County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties and obligations under this Agreement, the Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. The Contractor is not an agent or employee of the County for any purpose. The Contractor, its agents, employees or representatives may not speak/act on behalf of the Program. The Contractor and Contractor's employees are not eligible for, nor will be permitted to participate in, any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by the Contractor, its agents, employees or representatives.

10. **Employment Taxes**. Contractor is an independent contractor and thus is solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

11. **Compliance with Immigration Laws and use of E-Verify**. Contractor agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Contractor further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Contractor shall

not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Contractor will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

12. **Records Retention and Right to Audit**. In accordance with 24 C.F.R. Part 570, Contractor shall keep and maintain all records associated with this Agreement for a minimum of five (5) years from the closeout of the grant to the State, or as required by other Federal or State law or regulation, whichever period is longer. Contractor shall allow the County reasonable access to the records in Contractor's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. Contractor also shall allow reasonable access to representatives of GLO, HUD, the Office of Inspector General, and the General Accounting Office that such entities deem necessary to facilitate review by such agencies.

13. **Covenant Against Contingent Fees**. Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. A breach or violation of this warranty constitutes a material default under this Agreement. For such default, the County shall have the right to immediately terminate this Agreement, or in its discretion to deduct from the price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. **Subcontracting or Assignment**. Contractor shall not assign, sell, or otherwise transfer this Agreement, in whole or in part, without the prior written permission of the County acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under this Agreement. Failure to comply with this term shall be a material default under this Agreement and grounds for immediate termination of this Agreement.

15. **Change of Name or Ownership**. Contractor is responsible for the performance of this Agreement. In the event a change of name or ownership, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized unless and until such change is approved by Commissioners' Court.

16. **Force Majeure**. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

17. **Severability**. If a provision contained in this Agreement is held invalid for any reason, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

18. **Validity/Enforceability**. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

19. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas. The Parties agree that all obligations under this Agreement are performable in Galveston County, Texas and that this Agreement has been executed in Galveston County, Texas. Venue shall lie exclusively in Galveston County, Texas, notwithstanding anything to the contrary.

20. **No Third Party Beneficiary**. This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights in third parties.

21. **Authority to Bind**. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

22. **Immunity Retained**. The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

23. **Public Information Act**. The Parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the Public Information Act.

24. **Email addresses**. Contractor consents to the disclosure of its' electronic mail (email) addresses that are provided or disclosed to the County.

25. **Meaning of Words**. Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

26. **Headings**. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

27. **Execution/Signature on Following Page**. The execution page for this Agreement follows this page.

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, to be effective on the date specified herein.

Galveston County,
By: **Date Signed:**

_____ _____
Mark Henry, County Judge

Attest:

_____
Dwight D. Sullivan,
Galveston County Clerk

Contractor,
By: **Date Signed:**

_____ _____
Signature of Authorized Representative
for Contractor

_____
Print Name and Title of Authorized Representative
Signing Above for Contractor

_____
Print Full Name of Contractor

AGENDA ITEM #46.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 9, 2013

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

RE: Request for refund of penalty & interest
5872-0005-0003-000
Patricia Porter

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."

Customer state she purchased property in 2012. She assumed a portion of the taxes would be paid by the Title Company and would receive a statement for her portion. She states she never received a statement and our records indicate the statement was mailed to the mortgage company whom requested it for several years. Once the changes were received from the Galveston Central Appraisal District a statement was mailed to the new owners of record on January 03, 2013 allowing the customer time to pay without fees.

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

Account	Year	Waiver
5872-0005-0003-000	2012	$879.15

Sincerely,

Cheryl E. Johnson

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc... | Next Acc... | Prev Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

EVANS_E
ACT8006 v1.234

05/09/2013 12:26:52
GCTO_PROD

Status Detail | Expand Fees | SUMMARY

Account Information

Account No. 587200050003000
Owner No. 0 Owner Percentage 1.00
Parcel Address 14467 SPYGLASS CIR
Roll Code REAL PROPERTY

List of Mortgage Companies

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 $.00

Payment Agmt. No.

Legal Description

Legal Description
ABST 121 PAGE 41 LOT 3 BLK 5 PIRATES
BEACH SEC 10 PARTIAL REPLAT

Legal Information

Year	Legal Status	Cause No.	Bankruptcy No.
2012	D		

Other Information

Certified Date 10/04/2012
Legal Acres 169

Owner Information

Certified Owner
PORTER PAT & GIL
14467 SPYGLASS CIR
Address
GALVESTON TX 77554-

Alternate Owner
Address

Alert

FRM-40735: WHEN-TAB-PAGE-CHANGED trigger raised unhandled exception ORA-06502

start | SnagIt/32 | 2 Microsoft Office O... | Oracle Application Se... | Appraisal & Collection... | 12:31 PM

12:31:05PM 09-May-2013

Search Real Estate Index: Index Detail - Galveston County - Public Access - Windows Internet Explorer provided by Yahoo!

galveston.tx.us

File Edit View Favorites Tools Help

Favorites eBay Free Hotmail

Search Real Estate Index: Index Detail - Galveston C...

Page Safety Tools

Search Real Estate Index: Index Detail

Home | New Search | Refine Search | View Results | View Image | Save View | View Basket | Print Detail | Print Image | First Item | Prev Item | Next Item | Last Item | 2012052815 | Help

General | Legal Description | Related Documents

Document Detail

Instrument #: 2012052815
Multi Seq: 0
Date Filed: 09/27/2012 10:19:43 AM
Document Type: DEED
Book:
Page:
Remarks:
 # Pages in Image: 3
Image:

Grantor Names

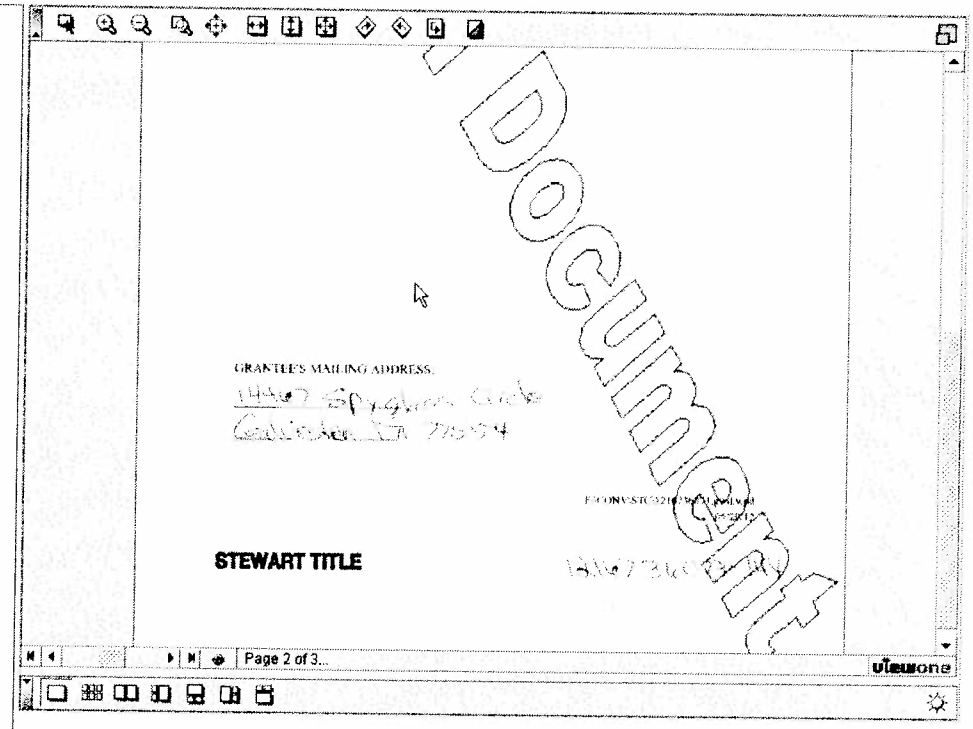
1	P	SIGURDSON	SCOTT R
2	P	SIGURDSON	STEPHANIE D

Grantee Names

1	P	PORTER	PAT
2	P	PORTER	GIL

Returnee

Name: ERECORDING
Address:
City, State, Zip:



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Done Internet 100%

NOTES -- Account No. 587200050003000

CRIDER_R
ACTNOTES v1.9

05/16/2013 15:41:00
GCTO_PROD

Account Number 587200050003000

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
31241402	05/07/2013	SUPP	APR 2013 NAO		
30975837	04/22/2013	PERKETT_M	P&I LETTER (2012) MAILED 4/22/2013		
30975836	04/01/2013	CASA_L	DELQ STMT - SUMMARY : 938 CHINQUAPIN PLACE, HOUSTON , TX 7709	DSTM	
30891137	03/11/2013	BATCH_REQU	2012 DELINQUENT POSTCARD REMINDER		01/01/2099
30080573	01/03/2013	LEMONS_E	DEC 2012 NAO STMT BATCH: 2012 STMT: PORTER PAT & GIL, 14467 SI	CSTM	
30073247	01/02/2013	SUPP	DEC 2012 NAO		
30071147	01/02/2013	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC12, YEAR = 2012		
15807892	09/20/2012	TIBALDO_C	YEAR = 2009, LEGAL STATUS = ACTIVE, CAUSE NUMBER = 10TX0048		

Save | Add | Delete | View Note | Print Window | Close Window

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Entry Acc... Next Acc... Prev Owner Next Owner Acct History Acct Summary Notes Documents Go To:

EVANS_E
ACT8006 v1.234

05/09/2013 12:46:03
GCTO_PROD

Status Detail | Expand Fees | SUMMARY

Account Information

Account No. 587200050003000

Owner No.

Parcel Add

Roll Code

List of Mortgage Companies

Year	Fido	Fiduciary Name

Total Due

Total Due

NOTES - Account No. 587200050003000

EVANS_E
ACTNOTES v1.9

05/09/2013 12:46:14
GCTO_PROD

Account Number 587200050003000

Legal De

Legal Description

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
31241402	05/07/2013	SUPP	APR 2013 NAO		
30975837	04/22/2013	PERKETT_M	P&I LETTER (2012) MAILED 4/22/2013		
30975836	04/01/2013	CASA_L	DELQ STMT - SUMMARY : 938 CHINQUAPIN PLACE, HOUSTON , TX 7709	DSTM	
30891137	03/11/2013	BATCH_REQU	2012 DELINQUENT POSTCARD REMINDER		01/01/2099
30080573	01/03/2013	LEMONS_E	DEC 2012 NAO STMT BATCH: 2012 STMT: PORTER PAT & GIL, 14467 SI	CSTM	
30073247	01/02/2013	SUPP	DEC 2012 NAO		
30071147	01/02/2013	REPORT_MAN	NA		
15807892	09/20/2012	TIBALDO_C	YI		

Owner Ir

Certified Owner

Address

Save Add

View Note

DEC 2012 NAO STMT BATCH: 2012 STMT: PORTER PAT & GIL, 14467
SPYGLASS DR, GALVESTON, TX 77554, AMT DUE 39,760.00

Print Window Close Window

start | SnagIt/32 | 2 Microsoft O... | Oracle Applicati... | Appraisal & Coll... | Failure to Send ... | 12:46 PM

12:46:46PM 09-May-2013

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 21, 2013

Patricia Porter
938 Chinquapin
Houston, Texas 77094

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 5872-0005-0003-000

Dear Ms. Porter:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.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 refund of penalty & interest
4214-0000-0112-000
Deborah Teesdale

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."

Ms. Teesdale is requesting a waiver of penalty and interest for tax year 2012. She states she did not receive a statement or any other correspondence and the date slipped past her due to a recent back surgery. Our records show the tax statement was mailed to the address on the account.

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

Account	Year	Refund
4214-0000-0112-000	2012	$479.91

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

3-3-13

To: Galveston County Commissioners – Property Tax Dept.

From: Deborah J. Teesdale

RE: 16537 Anchor Way
Galveston, TX 77554

CAD#: R125362

ACCT #: 421400000112000

Dear Commissioners:

Enclosed is a check for the 2012 Property Taxes on the above referenced property. It includes the penalty for late payment. As you can see from my prior payment history, I have never made a late payment for taxes. Unfortunately, I did NOT get the statement for taxes due, and had no idea I had not paid them until I received a solicitation in the mail from Hunter Kelsey, a property tax loan company informing me of delinquent taxes.

I understand it is the property owner's responsibility to pay taxes, even if the statement is lost in the mail. Unfortunately, I had major back surgery in Dallas a month ago, and somehow this slipped past me during my week long hospital stay, and my continued 6 month recovery. Given my timely payment history, I am requesting a refund for the delinquent portion of my taxes in the amount of $479.91. Hopefully, the above facts support that my payment was late due to several unfortunate coinciding circumstances.

Your kind consideration of a refund is greatly appreciated.

Best regards,

Deborah J. Teesdale
4420 Shenandoah St.
Dallas, TX 75205
214-789-1650

Deborah Teesdale

Thanks!

P.S. I was just 3 days past the penalty deadline

Dallas, TX 75205

Cheryl Johnson
Galveston County Tax assessor
722 Moody Avenue
Galveston, Tx. 77550

ATTN: Property Tax Dept.

Galveston County

Document Details

Run Date: 4/9/2013, **Batch #:** 1008, **Sequence #:** 3, **Status:** Completed, **Routing #:** 111016064, **Account #:** 2840636865, **Check #:** 1049, **Check Amount:** 4,842.72, **Applied Amount:** 4,842.72, **CAD:** R125362, **Amount1:** 0.00, **Amount2:** 0.00, **Amount3:** 0.00, **Amount4:** 0.00, **Control Total:**

Front Image

CAD# R125362

DEBORAH J TEESDALE
4420 SHENADOAH
DALLAS, TX 75205

32-1606/1110

1049

DATE 3-4-13

PAY TO THE ORDER OF Cheryl Johnson Tax Assessor $ 4842 72

Forty-eight Hundred forty-two and/72 DOLLARS

NORTHERN TRUST, NA

TRUST PLUS ACCOUNT

Northern Trust

ACCT# 4214000001120000

MEMO

Deborah J Teesdale

⑆111016064⑆ 2840636865⑈ 01049

Back Image

04/09/2013 - 1008 - 3
Electronically Presented
GCTO Tax Account

04-09-13 1008-003 ELECTRONIC DEPOSIT>113122

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2012 Consolidated Tax Statement

ACCOUNT #: 421400000112000
CAD #: R125362

Property Location: 16537 ANCHOR WAY 77554
Acreage .1510
Legal Description:
ABST 121 PAGE 29 LOT 112 JAMAICA BEACH
SEC 26

T0135-0029-D06464800043987

TEESDALE DEBORAH A
4420 SHENANDOAH ST
DALLAS TX 75205-2028

Appraised Land Value:		$72,600
Improvements/Personal Property Value:	+	$121,780
Total Market Value:		$194,380
Homestead Cap Adjustment:		
MTG/Agent:		
Sales Tax Savings:		
Assessment Ratio:	100%	

Entity	Market Value	- Exemptions	= Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$194,380	$0	$194,380	.59991500	$1,166.11
ROAD & FLOOD	$194,380	$0	$194,380	.00885500	$17.21
GALVESTON ISD	$194,380	$0	$194,380	1.1650000	$2,264.53
JAMAICA BEACH	$194,380	$0	$194,380	.28130700	$546.80
GALVESTON COMM COLLEGE DIST	$194,380	$0	$194,380	.18940000	$368.16

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$4,362.81**

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans—your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$4,362.81	$.00	**$4,362.81**	If paid in January	$4,362.81	$.00	**$4,362.81**
If paid in November	$4,362.81	$.00	**$4,362.81**	If paid in February	$4,668.21	$.00	**$4,668.21**
If paid in December	$4,362.81	$.00	**$4,362.81**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$1,166.11
ROAD & FLOOD	$17.21
GALVESTON ISD	$2,264.53
JAMAICA BEACH	$546.80
GALVESTON COMM COLLEGE DIST	$368.16
1ST payment due by November 30, 2012:	**$2,181.41**
2ND payment due by June 30, 2013:	**$2,181.40**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments—*without penalty and interest*—if proper amounts are paid by deadlines.

Not all governments offer split/half pay and *full payment of their portion is required* by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

Total Due January 31, 2013: **$.00**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope.
Credit card checks not accepted! A $25.00 fee will be charged for all returned checks.

ACCOUNT #: 4214-0000-0112-000
CAD #: R125362

TEESDALE DEBORAH A
4420 SHENANDOAH ST
DALLAS TX 75205

- ☐ 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

000000R125362 0000436281 0000218141 0000000000 0000000000 5

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Deposit Status

Notes

Go To :

EVANS_E
ACT80122 v1.65

05/09/2013 14:48:53
GCTO_PROD

DEPOSIT | Remittance | Detail

Summary Query

Deposit No. H040913M151 | Account No. 421400000112000 | Remit Seq No. | Check No. | Payment Amount

Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	H040913M151	04/09/2013	23385425	0000000001049	CH	$4,842.72	$4,842.72	PA	421400000112000	TEESDALE DEBORAH A
	671111811P	11/15/2011	19092277	1001	CH	$4,399.49	$4,399.49	PA	421400000112000	21493565-DEBORAH AI
	L120610M151	12/02/2010	16958799	000000000058	CH	$4,417.72	$4,417.72	PA	421400000112000	TEESDALE DEBORAH A
	L111809M151	11/16/2009	14595046	000000000043	CH	$4,026.42	$4,026.42	PA	421400000112000	TEESDALE DEBORAH A
	527121808PA	10/27/2008	12654815	197	CH	$4,290.86	$4,290.86	PA	421400000112000	20342003-DEBORAH TE
	L061808M524	06/17/2008	11784091	000000000011	CH	$4,743.24	$4,743.24		421400000112000	MANTOOTH BARBARA
	L0020151	11/17/2006	7689798	0000002753	CH	$4,418.20	$4,418.20		421400000112000	MANTOOTH BARBARA
	522051028	10/28/2005	9696	2083	CH	$3,841.20	$3,841.20		421400000112000	9696-MANTOOTH BARE
	435041026	10/26/2004	3182341	LATER	CH	$4,197.96	$4,197.96		421400000112000	MANTOOTH BARBARA
	461031023	10/23/2003	3071596	LATER	CH	$3,949.19	$3,949.19		421400000112000	MANTOOTH BARBARA
	222030106	01/06/2003	2997885	LATER	CH	$2,839.57	$2,839.57		421400000112000	MANTOOTH BARBARA
	363011207	12/07/2001	2877089	LATER	CH	$1,434.94	$1,434.94		421400000112000	MANTOOTH BARBARA
	388001227	12/27/2000	2047954	LATER	CH	$1,360.12	$1,360.12		421400000112000	MANTOOTH BARBARA

Applied Total $49,314.18

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14:49:00PM 09-May-2013

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 21, 2013

Deborah Teesdale
4420 Shenandoah St.
Dallas, Texas 75205

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 4214-0000-0112-000

Dear Ms. Teesdale:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.3.

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 21, 2013

Russell G. Carroll
130 Mariner Cove Ct.
League City, Texas 77573

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 3831-0003-0018-000

Dear Mr. Carroll:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

May 17, 2013

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

RE: Request for refund of penalty & interest
3831-0003-0018-000
Carroll, Russell G..

Dear Judge Henry:
According to the Texas Property Tax Code Section 31.03 (a)"...The governing body of a taxing unit that collects its own taxes may provide, in the manner required by law for official action by the body, that a person who pays one-half of the units taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest before July 1 of the following year."

Mr. Caroll states he mailed his split payment November, 2012. After contacting the tax office he was informed that the payment was postmarked December 3, 2012. He is requesting a refund due to the postmark date occurring one day after the due date

Account Numbers	Year	Refund
3831-0003-0018-000	2012	$ 102.15

Sincerely,

Cheryl E. Johnson

March 01, 2012

Cheryl E. Johnson, RTA
Galveston County Tax Collector
722 Moody
Galveston, Texas, 77550

Dear Ms. Johnson:

I recently received an "Ooops" postcard in the mail regarding my Galveston County taxes. I immediately called to discuss this item when I received it in the mail as I wanted to be assured that the tax payment was made in November 2012. When I discussed this item with someone in your office, they informed me that the check was dated November 30, 2012 but it was postmarked on December 03, 2012 and that a penalty was assessed. The person that I spoke to on the phone was very professional and I am not writing this to you as a result of our telephone conversation being negative.

I am writing this to you to say that I have recently paid off our outstanding mortgage loan in 2012 and the taxes were normally paid through the escrow with our lender. This is the first time that I have paid the various expenses like taxes and insurance directly. As I have reviewed my records, I don't know what happened exactly but it would appear that the postmark date did not occur on the date that it was mailed which I now understood is the key element of the process. My record shows that I have paid the taxes in good faith over the years and I am requesting consideration to waive the penalty due to the postmark date occurring one business day past the due date. An anomaly occurred somewhere and it's the principle of a "good faith" effort that is the basis for my written appeal for reimbursement of the penalty amount.

The balance of $1,135.07 unpaid in November was now due in the amount of $1,237.22 which I have enclosed.

I respect your decision and appreciate your consideration.

Sincerely,

Russell G. Carroll
130 Mariner Cove Ct.
League City, Texas 77573
(281) 538-3260

3831-0003-0018-000
Refund

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 383100030018000
CAD #: R380856

T0026-0068-D06464800008533

CARROLL RUSSELL G & DIANA K
130 MARINER COVE CT
LEAGUE CITY TX 77573-2787

2012 Consolidated Tax Statement

Property Location: 130 MARINER COVE CT 77573
Acreage .1850
Legal Description:
ABST 18 PAGE 5 HARBOUR POINTE SEC 1,
BLOCK 3, LOT 18, ACRES 0.185

Appraised Land Value:		$41,850
Improvements/Personal Property Value:	+	$179,800
Total Market Value:		$221,650
Homestead Cap Adjustment:		
MTG/Agent:		
Sales Tax Savings: $162.26		
Assessment Ratio: 100%		

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$221,650	$44,330	$177,320	.59991500	$1,063.77
ROAD & FLOOD	$221,650	$47,330	$174,320	.00885500	$15.44
LEAGUE CITY	$221,650	$22,165	$199,485	.59700000	$1,190.93

TOTAL 2012 TAXES *(may include rendition penalty or reflect applied escrow payment if applicable):* **$2,270.14**

CURRENT EXEMPTIONS: HOMESTEAD

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans—your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$2,270.14	$.00	**$2,270.14**	If paid in January	$2,270.14	$.00	**$2,270.14**
If paid in November	$2,270.14	$.00	**$2,270.14**	If paid in February	$2,429.05	$.00	**$2,429.05**
If paid in December	$2,270.14	$.00	**$2,270.14**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$1,063.77
ROAD & FLOOD	$15.44
LEAGUE CITY	$1,190.93

Check 1943 3/1/13 1237.22
Penalty 102.15

1ST payment due by November 30, 2012: **$1,135.07** ✓
2ND payment due by June 30, 2013: **$1,135.07**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments—*without penalty and interest*—if proper amounts are paid by deadlines.

Not all governments offer split/half pay and *full payment of their portion is required* by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

Total Due January 31, 2013: **$.00**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount

AGENDA ITEM #46.a.4.

Cheryl E. Johnson, RTA

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

May 17, 2013

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

RE: Request for refund of penalty & interest
5911-0003-0002-000
Dunn, Rebecca

Dear Judge Henry:

Ms. Dunn states according to her quick book register, her payment was sent in December and never cleared. Ms. Dunn placed a stop payment on that check a reissued a new one in March. Insufficient evidence was presented to determine if an attempt to pay was made.

There are no provisions in the Tax Code to address this issue.

Account Numbers	Year	Refund
5911-0003-0002-000	2012	$ 61.34

Sincerely,

Cheryl E. Johnson

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc... Next Acc... Prev Owner Next Owner Acct History Acct Summary Notes Documents Go To:

DOMINICK_L
ACT8006 v1.233

ACCOUNT NO(591100030002000): CUSTOMER ISSUED STOP PAY ON FIRST CHECK AND SUBMITTED ANOTHER ON 3/13/2013. PLEASE RETURN ORGINAL CHECK

03/14/2013 14:10:47
GCTO_PROD

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 591100030002000 Roll Code REAL PROPERT

Certified Owner DUNN RICHARD M Property Roll Code

Address Line 550 MANOR RD

Amount Due as of 03/14/2013 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units: 1 2 210 330 601

Remove Fees Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2012	$26,120			0		$657.49	$.00	$.00	$657.49	$59.17	$.00	$716.66
2011	$26,120			0		$660.90	$660.90	$.00	$.00	$.00	$.00	$.00
2010	$26,120			0		$662.72	$662.72	$.00	$.00	$.00	$.00	$.00
2009	$75,080			0		$1,906.27	$1,906.27	$.00	$.00	$.00	$.00	$.00
2008	$75,080			0		$1,801.18	$1,801.18	$.00	$.00	$.00	$.00	$.00
2007	$75,080			0		$1,816.19	$1,816.19	$.00	$.00	$.00	$.00	$.00
2006	$75,080			0		$2,093.05	$2,093.05	$.00	$.00	$188.38	$.00	$.00
2005	$16,320			0		$497.31	$497.31	$.00	$.00	$.00	$.00	$.00
					Exemption							
					Totals	$10,095.11	$9,437.62	$.00	$657.49	$247.55	$.00	$716.66

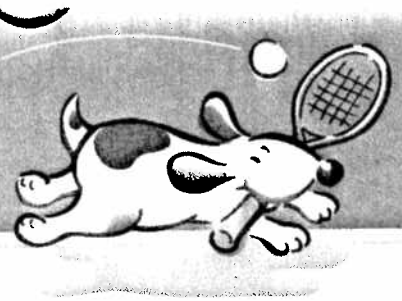
Last Payment Date

Last Payer

Alert

Start | SnagIt/32 | Inbox - Micr... | Oracle Appli... | Appraisal & ... | RemitPlus L... | 2:10 PM

14:10:53PM 14-Mar-2013



Tax Assessor,
According to my Quick Books register, this payment was sent EFT on 12/3/2012.
I notice that the check has not yet cleared. I paid same funds transfer in 2011 which was cashed.
Don't know why it didn't clear.

Rebecca Dunn

RECEIVED
MAR 13 2013

R426422

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 21, 2013

Rebecca Dunn
550 Manor Rd.
Maitland, Fl. 32751

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 5911-0003-0002-000

Dear Ms. Dunn:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

May 30, 2013

To County Judge Henry:

Per your letter (attached) for our request to waive/refund penalty and interest charges.

Since we live in Maitland, FL it is cost prohibitive for me to fly to Galveston, Texas to present my request.

Under those circumstances, I am hoping my previous correspondence can be read to the Commissioners.

As previously stated, I made a good faith attempt to pay this bill in Dec., 2012.

Thank you for the consideration of my request.

Rebecca Dunn

RECEIVED
JUN 03 2013
GALVESTON COUNTY JUDGE

AGENDA ITEM #46.a.5.

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 21, 2013

Joseph Edmonds
6317 Mercer St.
Houston, Texas 77005-3345

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 6233-0000-0007-000, 6868-0001-0004-000 &6868-0000-0001-004

Dear Mr. Edmonds:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

May 9, 2013

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

RE: Request for refund of penalty & interest
6233-0000-0007-000; 6868-0001-0004-000; 6868-0000-0001-004
Edmonds, Joseph

Dear Judge Henry:

Mr. Edmunds states the taxes were paid on time but the payment was never received by the Tax Office. He has stopped payment on the check in question and has re-issued a new one. Insufficient evidence was presented to determine if an attempt to pay was made.

There are no provisions in the Tax Code to address this issue.

Account	Year	Refund
6233-0000-0007-000	2012	$1,316.52
6868-0001-0004-000	2012	$143.03
6868-0000-0001-004	2012	$13.33

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

3/7/13

Dear Honorable Judge Henry,

My name is Joe Edmonds. We have had a house in Galveston fro 10 years on the West End of Galveston (Sandhill Shores). We have been good residents of Galveston. We participate in many community activities. I have helped with the medical students and residents from UTMB, especially after the hurricane. We are long standing Momus members. During our time there we have acquired an additional lot across the street (Sea Grass Lane, with boat slip). I have been hoping to move my parents down to Galveston from Kansas City. I have always been current on my taxes and did send my taxes this year. I don't know why you did not receive the payment. After learning the payment was not received, I have working with our Bank to identify the check, and stop payment. This should happen tomorrow.

I have enclosed a new check for the full amount of our taxes for all of our properties. I am hopeful based on our long association with Galveston and the considerable resources that we have invested in the local economy, you will see fit to reimburse our family for the penalties on the taxes. I am sure we will have an opportunity to reinvest those dollars in the local economy as we host many friends, family, and school parties at our Galveston home.

Thanks in advance for your kind consideration of our request,

Joe and Staci Edmonds

6233-0000-0007-000

RECEIVED
MAR 13 2013

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Search

Account Master | Account Status | Notes | Store Select List | Go To:

DOMNICK_L
ACT8007 v1.40

03/14/2013 15:59:16
GCTO_PROD

Owner | ALT Owner | Legal Desc | Subdivision | Lawsuit | Mobile Home

Check All | Uncheck All

Owner/Situs Search

Select	Certified Owner	Parcel No.	Parcel Address	Account No.	Appr Dist No.	Amount Due	Paid Flag
	EDMONDS JOSEPH L JR	21019	W SANDHILL DR	623300000007000	R393052	$15,944.56	
	EDMONDS JOSEPH L JR	4106	SEA GRASS LN	686800010004000	R426742	$1,732.38	
	EDMONDS JOSEPH L JR			686800000001004	R427022	$161.35	

Previous 100 Accounts | Search Unpaid Only | Next 100 Accounts | Total Amount Due $17,838.29

Start | SnagIt/32 | Inbox - Micr... | Oracle Appli... | Appraisal & ... | RemitPlus L... | 4:02 PM

16:02:39PM 14-Mar-2013

AGENDA ITEM #46.a.6.

Cheryl E. Johnson, RTA

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

April 26, 2013

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

RE: Request for refund or waiver of penalty & interest
0208-0055-0000-000
Kozlek, Rodney D.

Dear Judge Henry:

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

Mr. Kozlek states he did not receive the 2012 statement therefore missed the deadline to pay his taxes. After he contacted the Tax Office he learned that his statement had been returned undeliverable. Our records show the statement was mailed to the address listed on the account.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

Account	Year	Refund
0208-0055-0000-000	2012	$ 212.95

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

RECEIVED
FEB 15 2013
COLLECTIONS

2-1-2013 GREETINGS,

DEAR GCTO, MY NAME IS RODNEY [illegible], TODAY 2-1-2013, AS EVERY YEAR ON FEB 1ST. I GATHER ALL MY INCOME TAX PAPERWORK FOR PREPARATION. TO MY SURPRISE, I HAD NO PAPERWORK / TAX STATEMENT FOR MY PROPERTY LOCATED AT:

10706 N. HUMBLE CAMP ROAD
DICKINSON, TEXAS 77539
ACCOUNT # 0208005500000000 CAD # R228160

I CALLED YOUR OFFICE IMMEDIATLY AND TALKED TO ONE OF YOUR REPRESENTATIVES. SHE WAS VERY GRACIOUS. SHE TOLD ME THAT SHE HAD A NOTE ON MY ACCOUNT THAT STATED THAT MY STATEMENT WAS "UNDELIVERABLE." I AM NOT SURE WHAT HAPPENED. I HAVE BEEN AT THIS ADDRESS SINCE 1994. THIS WAS THE FIRST YEAR THAT I HAVE HAD ANY PROBLEMS. I WAS TOLD THAT MY PAYMENT WAS OVERDUE BY ONE DAY. I AM FINED $212.95. PLEASE, I CANNOT DISCLAIM THAT THE PAYMENT IS LATE. THAT IS FACT. BUT I NEVER RECEIVED MY STATEMENT. THERE IS A NOTE STATING THAT IN YOUR OFFICE. PLEASE, I AM ENCLOSING MY TAXES + THE FINE, BUT I WAS TOLD I COULD WRITE A NOTE TO YOU TO APPEAL TO THE COMMISSIONER'S COURT TO APPEAL TO YOUR HEART TO ASK YOU TO WAIVE THIS

CONT. →

(2)

FINE OF $212.95. PLEASE, I AM ON UNEMPLOYEMENT, ACTIVELY SEARCHING. $212.95 IS A LOT OF MONEY FOR ME AT THIS TIME. I HAVE ALWAYS BEEN EARLY IN PAYING MY TAXES. NEVER LATE. SO PLEASE, I APPEAL TO YOUR HEART, PLEASE WAIVE THE FINE OF $212.95. ANY HELP ON YOUR END WOULD GREATLY BE APPRECIATED!

SINCERE REGARDS,

RODNEY D. KOZLEK
10706 N. HUMBLE CAMP ROAD
DICKINSON, TX. 77539
PHONE: 832-969-5773

ACCOUNT #: 0208005500000000 CAD #: R228160

RODNEY D. KOZLEK
10706 N. HUMBLE CAMP ROAD
DICKINSON, TX. 77539

CERTIFIED MAIL™

NORTH HOUSTON TX 77

02 FEB 2013 PM 1 L

7012 2210 0002 3225 4953

77550

GALVESTON COUNTY TAX ASSESSOR COLLECTOR
722 MOODY
GALVESTON, TEXAS 77550

PT/K 2/5/13

U.S. POSTAGE
PAID
DICKINSON, TX
77539
FEB 02 '13
AMOUNT
$3.56
00016105-07

77550231799

TAX RECEIPT

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

Certified Owner:

KOZLEK RODNEY D
10706 N HUMBLE CAMP RD
DICKINSON , TX 77539

Legal Description:

ABST 208 PAGE 1 & 2 W WILSON SUR TR 55
2.090 ACRES

Parcel Address: 10706 N HUMBLE CAMP RD
Legal Acres: 2.0900

Remit Seq No: 23079600
Receipt Date: 02/13/2013
Deposit Date: 02/13/2013
Print Date: 02/13/2013
Printed By: WISEMAN_P

Deposit No: 745021313P
Validation No: 900000027574405
Account No: **0208-0055-0000-000**
Operator Code: WISEMAN_P

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2012	Galveston Co	100,304	0.599915	601.74	42.12	0.00	643.86
2012	Road & Flood	97,304	0.008855	8.62	0.60	0.00	9.22
2012	Dickinson Isd	110,380	1.540000	1,699.85	118.99	0.00	1,818.84
2012	Texas City	100,304	0.425000	426.29	29.84	0.00	456.13
2012	Drain Dist #2	125,380	0.063021	79.02	5.53	0.00	84.55
2012	Mainland Coll	100,304	0.225970	226.66	15.87	0.00	242.53
				$3,042.18	**$212.95**	**$0.00**	**$3,255.13**

Check Number(s):
1823

PAYMENT TYPE:
Checks: $3,255.13

Exemptions on this property:
HOMESTEAD

Total Applied: $3,255.13
Total Tendered: $3,255.13
(for accounts paid on 02/13/2013)
Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
KOZLEK RODNEY D
10706 N HUMBLE CAMP RD
DICKINSON , TX 77539

21.1.155

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc... Next Acc... Prev Owner Next Owner Acct History Acct Summary Notes

Go To:

KELLYM
ACT8006 v1.234

04/26/2013 15:51:41
GCTO_PROD

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 020800550000000 Roll Code REAL PROPERT

Certified Ow

Address L

Amount D as of

Amount

Year	Appr
2012	$
2011	$
2010	$
2009	$
2008	$
2007	$
2006	$
2005	$
2004	$

Last Paymer Date

Last Payer KOZLEK RODNEY D

Tax Units

List of Tax Units

Tax Unit Description

Tax Unit,Yr, Rec. Type

Tax Unit

NOTES -- Account No. 020800550000000

KELLYM
ACTNOTES v1.9

04/26/2013 15:55:21
GCTO_PROD

Account Number 020800550000000

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
29162593	10/30/2012	BATCH_REGU	RETURN MAIL - 2012 TAX STMT - UNABLE TO FORWARD		01/01/2020
18962422	10/20/2010	STMT930797	2010 STATEMENT FILE TX CITY HOMESTEAD FILE / MAILED TO: KOZLEK I	STMT	
14818676	11/09/2009	STMT763164	2009 STATEMENT MAILED TO OWNER / MAILED TO: KOZLEK RODNEY D	STMT	
11562766	12/03/2008	LEMONS_E	NOV 2008 NAO BATCH 2008 STMT: KOZLEK RODNEY D, 10706 N HUMI	CSTM	
11560768	12/03/2008	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC11, YEAR = 2008		
11215945	10/22/2008	STMT597262	2008 CURRENT STATEMENT TO OWNER / MAILED TO: KOZLEK RODNEY I	STMT	

Save | Add | Delete | View Note | Print Window | Close Window

Alert

start | SnagIt/32 | Adobe Re... | 2 Intern... | Property ... | Search Desktop | 3:56 PM

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 020800550000000
CAD #: R228160

2012 Consolidated Tax Statement

Property Location: 10706 N HUMBLE CAMP RD 77539
Acreage 2.0900
Legal Description:
ABST 208 PAGE 1 & 2 W WILSON SUR TR 55
2.090 ACRES

D06465000003448 -2

KOZLEK RODNEY D
10706 N HUMBLE CAMP RD
DICKINSON TX 77539

Appraised Land Value:		$25,080
Improvements/Personal Property Value:	+	$100,300
Total Market Value:		$125,380

Homestead Cap Adjustment:
MTG/Agent:
Sales Tax Savings: $84.49
Assessment Ratio: 100%

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$125,380	$25,076	$100,304	.59991500	$601.74
ROAD & FLOOD	$125,380	$28,076	$97,304	.00885500	$8.62
DICKINSON ISD	$125,380	$15,000	$110,380	1.5400000	$1,699.85
TEXAS CITY	$125,380	$25,076	$100,304	.42500000	$426.29
DRAIN DIST #2	$125,380	$0	$125,380	.06302100	$79.02
MAINLAND COLL	$125,380	$25,076	$100,304	.22597000	$226.66

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$3,042.18**

CURRENT EXEMPTIONS: HOMESTEAD

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans – your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$3,042.18	$.00	**$3,042.18**	If paid in January	$3,042.18	$.00	**$3,042.18**
If paid in November	$3,042.18	$.00	**$3,042.18**	If paid in February	$3,255.13	$.00	**$3,255.13**
If paid in December	$3,042.18	$.00	**$3,042.18**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$601.74
ROAD & FLOOD	$8.62
TEXAS CITY	$426.29
DRAIN DIST #2	$79.02
MAINLAND COLL	$226.66
1ST payment due by November 30, 2012:	**$671.17**
2ND payment due by June 30, 2013:	**$671.16**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments – ***without penalty and interest*** – if proper amounts are paid by deadlines.

Not all governments offer split/half pay and ***full payment of their portion is required*** by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

DICKINSON ISD	$1,699.85
Total Due January 31, 2013:	**$1,699.85**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Credit card checks not accepted! A $25.00 fee will be charged for all returned checks.

ACCOUNT #: 0208-0055-0000-000

CAD #: R228160

KOZLEK RODNEY D
10706 N HUMBLE CAMP RD
DICKINSON TX 77539

- [ ] 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

000D06465000000001006895010 2

00000R228160 0000304218 0000067117 0000000000 0000169985 1

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2011 Consolidated Tax Statement

Property Location: 10706 N HUMBLE CAMP RD 77539
Acreage: 2.0900
Legal Description:
ABST 208 PAGE 1 & 2 W WILSON SUR TR 55 2.090 ACRES

ACCOUNT #: 020800550000000 CAD #: R228160

D0597570203701 02 01

KOZLEK RODNEY D
10706 N HUMBLE CAMP RD
DICKINSON TX 77539

Appraised Land Value:	$25,080
Improvements/Personal Property Value:	+100,300
Total Market Value:	$125,380
Homestead Cap Adjustment:	

MTG/Agent:
Sales Tax Savings: $89.40
Assessment Ratio: 100%

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100 x	Tax Rate =	Total Taxes
GALVESTON CO	$125,380	$25,076	$100,304	.61294500	$614.81
ROAD & FLOOD	$125,380	$28,076	$97,304	.00885500	$8.62
DICKINSON ISD	$125,380	$15,000	$110,380	1.5400000	$1,699.85
TEXAS CITY	$125,380	$25,076	$100,304	.42500000	$426.29
DRAIN DIST #2	$125,380	$0	$125,380	.06302100	$79.02
MAINLAND COLL	$125,380	$25,076	$100,304	.23202000	$232.73
TOTAL 2011 TAXES					**$3,061.32**

Current Exemptions According to Appraisal District: HOMESTEAD

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where the property is located).*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL: Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below.

SPLIT PAYMENT: Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option. Those not participating are shown below.

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought): A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify, amounts will be listed in the box below)* and may also defer or delay payment. Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012.

***Please contact your mortgage company before participating in partial payment options!**

Split Payment Option *(1/2 by November 30, 2011)*

Entity	Amount Due
GALVESTON CO	$614.81
ROAD & FLOOD	$8.62
TEXAS CITY	$426.29
DRAIN DIST #2	$79.02
MAINLAND COLL	$232.73
1ST payment by 11/30/11 of:	**$680.74**
2ND payment by 7/2/12 of:	**$680.73**

O-65, Disabled & Disaster Payment Option *(1/4 by January 31, 2012)*

Payment Due Date	Amount Due
January 31, 2012	
April 2, 2012	
May 31, 2012	
July 31, 2012	

Non-Split Pay Taxes Due *(by January 31, 2012)*

DICKINSON ISD	$1,699.85
Total Due January 31, 2012:	**$1,699.85**

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$3,061.32	$.00	$3,061.32
If paid in November	$3,061.32	$.00	$3,061.32
If paid in December	$3,061.32	$.00	$3,061.32
If paid in January	$3,061.32	$.00	$3,061.32
If paid in February	$3,275.61	$.00	$3,275.61

*Our records indicate delinquent taxes are due for the following tax years:

Please send this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope.
Correspondence, ownership or other changes should be mailed separately to: Property Tax Dept., 722 Moody, Galveston, TX 77550.

ACCOUNT #: 0208-0055-0000-000
CAD #: R228160

KOZLEK RODNEY D
10706 N HUMBLE CAMP RD
DICKINSON TX 77539

Credit card checks NOT accepted. A $25 fee will be charged for all returned checks. **Select a payment option below:**

- ☐ First half split payment by 11/30/11
- ☐ O65/DP/Disaster ¼ payment by 1/31/12
- ☐ Full payment by 1/31/12
- ☐ Please mail postcard receipt

000000R228160 0000306132 0000306132 0000306132 0000306132 7

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 21, 2013

Rodney Kozlek
10706 N. Humble Camp Rd.
Dickinson, Texas 77539

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 0208-0055-0000-000

Dear Mr. Kozlek:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.7.

Cheryl E. Johnson, RTA

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

May 17, 2013

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

RE: Request for waiver of penalty & interest
Account: 0011-0500-0000-000
Svoboda, Ben J.

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. Svoboda states he was mailing his quarter payments on the due date assuming they were getting postmarked on that same day. Our records show the postmark dates to be after the delinquency dates. The tax statements sent in October list the due dates as well as any delinquent taxes due for prior years.

Account	Year	Waiver
0011-0050-0000-000	2010	$224.67
	2011	$93.30

Sincerely,

Cheryl E. Johnson

RECEIVED
FEB 01 2013
GALVESTON COUNTY JUDGE

January 30, 2013

Galveston Co. Commissioners Court
Attn: Judge Mark Henry
722 Moody
Galveston, Texas 77550

Dear Honorable Judge Henry:

I am asking the court to wave delinquent fees in the amount of $307.74 imposed on my GCTO Acct # 0011005000000000 CAD # R303937.

After recently speaking with a representative from the Galveston Co. Tax Office in an attempt to learn the origin of the delinquency amount, feeling that they were all paid in a timely manner, I leaned that both in 2010 and 2011 they had received four of my quarterly payments one day late. Unknown to me I was mailing the quarterly payments on the due date assuming they were getting post marked on that day. Apparently they were getting post marked on the following date after being sent from the Dickinson Post Office to the Houston Post Office where they were postmarked on the following day.

Additionally I apparently did not see the delinquency from 2011. I have learned a lesson to mail the due taxes in a more timely fashion at least one or two days prior to the actual due day.

The delinquent amount of $307.74 plus the quarterly payment of $1230.31 was mailed on this date.

Any relief in this matter will be appreciated.

Sincerely

Ben J Svoboda
P.O. Box 984
Dickinson, Texas 77539

Attach: Copy of 2012 Tax Statement

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 001100500000000
CAD #: R303937

2012 Consolidated Tax Statement

Property Location: 2407 OLEANDER DR 77539
Acreage 6.2571
Legal Description
ABST 11 PAGE 7 A FARMER SUR TR 50 6.257
ACRS

[illegible]
SVOBODA BENJAMIN J & JUDY [illegible]
PO BOX 984
DICKINSON TX 77539-0984

Appraised Land Value:	$45,490
Improvements Personal Property Value:	+ $157,050
Total Market Value:	$202,540
Homestead Cap Adjustment:	
MTG Agent:	
Sales Tax Savings:	
Assessment Ratio:	100%

Entity	Market Value	- Exemptions	= Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$202,540	$100,508	$102,032	.59991500	$569.95
ROAD & FLOOD	$202,540	$100,508	$102,032	.00885500	$9.03
DICKINSON ISD	$202,540	$25,000	$177,540	1.5400000	$2,663.10
CITY DICKINSON	$202,540	$10,000	$192,540	.40860000	$786.72
DRAIN DIST #1	$202,540	$20,000	$182,540	.12000000	$219.05
MAINLAND COLL	$202,540	$64,508	$138,032	.22597000	$305.93
WCID NO	$202,540	$25,000	$177,540	.20697700	$367.47

TOTAL 2012 TAXES *(may include rendition penalty or reflect applied escrow payment if applicable):* **$4,921.25**

CURRENT EXEMPTIONS: HOMESTEAD .OVER 65

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split half or quarterly payment plans—your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$4,921.25	$300.07	**$5,221.32**	If paid in January	$4,921.25	$307.74	**$5,228.99**
If paid in November	$4,921.25	$302.62	**$5,223.87**	If paid in February	$5,265.74	$310.29	**$5,576.03**
If paid in December	$4,921.25	$305.19	**$5,226.44**	Delinquent taxes are due for tax years: 2010 - 2011			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$569.95
ROAD & FLOOD	$9.03
DRAIN DIST #1	$219.05
MAINLAND COLL	$305.93
WCID NO. 1	$367.47
1ST payment due by November 30, 2012:	**$735.72**
2ND payment due by June 30, 2013:	**$735.71**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments—*without penalty and interest*—if proper amounts are paid by deadlines.

Not all governments offer split/half pay and *full payment of their portion is required* by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013	
DICKINSON ISD	$2,663.10
CITY DICKINSON	$786.72
Total Due January 31, 2013:	**$3,449.82**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2011 Consolidated Tax Statement

Property Location: 2407 OLEANDER DR 77539
Acreage: 6.2570
Legal Description:
ABST 11 PAGE 7 A FARMER SUR TR 50 6.257 ACRS

ACCOUNT #: 001100500000000 CAD #: R303937

D0597570204085 02 01

SVOBODA BENJAMIN J & JUDY V
PO BOX 984
DICKINSON TX 77539-0984

Appraised Land Value:	$45,490
Improvements/Personal Property Value:	+157,050
Total Market Value:	$202,540
Homestead Cap Adjustment:	

MTG/Agent:
Sales Tax Savings:
Assessment Ratio: 100%

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100 x	Tax Rate =	Total Taxes
GALVESTON CO	$202,540	$100,508	$102,032	.61294500	$569.95
ROAD & FLOOD	$202,540	$100,508	$102,032	.00885500	$9.03
DICKINSON ISD	$202,540	$25,000	$177,540	1.5400000	$2,663.10
CITY DICKINSON	$202,540	$10,000	$192,540	.40861000	$786.72
DRAIN DIST #1	$202,540	$20,000	$182,540	.11500000	$209.92
MAINLAND COLL	$202,540	$64,508	$138,032	.23202000	$305.93
WCID NO. 1	$202,540	$25,000	$177,540	.21037700	$373.50
TOTAL 2011 TAXES					**$4,918.15**

Current Exemptions According to Appraisal District: HOMESTEAD, OVER 65

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where the property is located).*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL: Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below.

SPLIT PAYMENT: Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option. Those not participating are shown below.

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought): A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify, amounts will be listed in the box below)* and may also defer or delay payment. Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012.

***Please contact your mortgage company before participating in partial payment options!**

Split Payment Option *(1/2 by November 30, 2011)*

Entity	Amount Due
GALVESTON CO	$569.95
ROAD & FLOOD	$9.03
DRAIN DIST #1	$209.92
MAINLAND COLL	$305.93
WCID NO. 1	$373.50
1ST payment by 11/30/11 of:	**$734.17**
2ND payment by 7/2/12 of:	**$734.16**

O-65, Disabled & Disaster Payment Option *(1/4 by January 31, 2012)*

Payment Due Date	Amount Due
January 31, 2012	$1,229.54
April 2, 2012	$1,229.54
May 31, 2012	$1,229.54
July 31, 2012	$1,229.53

Non-Split Pay Taxes Due *(by January 31, 2012)*

DICKINSON ISD	$2,663.10
CITY DICKINSON	$786.72
Total Due January 31, 2012:	**$3,449.82**

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$4,918.15	$191.32	$5,109.47
If paid in November	$4,918.15	$193.07	$5,111.22
If paid in December	$4,918.15	$194.84	$5,112.99
If paid in January	$4,918.15	$196.59	$5,114.74
If paid in February	$5,262.43	$198.35	$5,460.78

*Our records indicate delinquent taxes are due for the following tax years: 2010

Please send this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope.
Correspondence, ownership or other changes should be mailed separately to: Property Tax Dept., 722 Moody, Galveston, TX 77550.

ACCOUNT #: 0011-0050-0000-000
CAD #: R303937

SVOBODA BENJAMIN J & JUDY V
PO BOX 984
DICKINSON TX 77539-0984

Credit card checks NOT accepted. A $25 fee will be charged for all returned checks. **Select a payment option below:**

- ☐ First half split payment by 11/30/11
- ☐ O65/DP/Disaster ¼ payment by 1/31/12
- ☐ Full payment by 1/31/12
- ☐ Please mail postcard receipt

000000R303937 0000491815 0000491815 0000491815 0000491815 6

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Deposit Status

Notes

Go To :

KELLYM
ACT80122 v1.65

05/02/2013 15:44:16
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Deposit | REMITTANCE | Detail

Summary Query

Deposit No. L013111M151 | Account No. 001100500000000 | Remit Seq No. | Check No. | Payment Amount | Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	H040313M151	03/29/2013	23345975	000000000462	CH	$922.57	$922.57	PA	001100500000000	SVOBODA BENJAMIN J
	H020513M151	01/31/2013	22988785	000000000459	CH	$1,538.05	$1,538.05	PA	001100500000000	SVOBODA BENJAMIN J
	L080312M151	08/01/2012	21132341	000000000448	CH	$1,229.53	$1,229.53	PA	001100500000000	SVOBODA BENJAMIN J
	L060112M628	05/31/2012	20962363	000000000445	CH	$1,229.54	$1,229.54	PA	001100500000000	SVOBODA BENJAMIN J
	L033012M151	03/29/2012	20775041	000000000440	CH	$1,229.54	$1,229.54	PA	001100500000000	SVOBODA BENJAMIN J
	L020112M151	01/31/2012	20345575	000000000436	CH	$1,229.54	$1,229.54	PA	001100500000000	SVOBODA BENJAMIN J
	L080111M686	07/29/2011	18727840	000000000425	CH	$1,231.03	$1,231.03	PA	001100500000000	SVOBODA BENJAMIN J
	L060311M151	06/01/2011	18599212	000000000421	CH	$1,231.05	$1,231.05	PA	001100500000000	SVOBODA BENJAMIN J
	L040411M.TXT	04/01/2011	18430839	000000000417	CH	$1,231.05	$1,231.05	PA	001100500000000	SVOBODA BENJAMIN J
	L013111M151	01/28/2011	17937790	000000000414	CH	$1,231.05	$1,231.05	PA	001100500000000	SVOBODA BENJAMIN J
	524L060310M	08/02/2010	16457075	000000000406	CH	$1,238.18	$1,238.18	PA	001100500000000	SVOBODA BENJAMIN J
	L060210M151	05/31/2010	16326323	000000000403	CH	$1,238.19	$1,238.19	PA	001100500000000	SVOBODA BENJAMIN J
	L033110M151	03/30/2010	16158921	000000000400	CH	$1,238.19	$1,238.19	PA	001100500000000	SVOBODA BENJAMIN J

Applied Total $68,942.85

Late 8-1 for 7-31

"Bal due" "Corrected" is applied

1 of 2 Late 5/6-3-31

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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 21, 2013

Ben J Svoboda
P.O. Box 984
Dickinson, Texas 77539

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 0011-0050-0000-000

Dear Mr. Svoboda:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.8.

Cheryl E. Johnson, RTA

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

May 20, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for waiver/refund of penalty & interest
Reynolds, Robert
8500-0001-6631-001

Dear Judge Henry:

Mr. Reynolds is requesting a waiver/refund of the penalty and interest on the above referenced account. He states the vessel was lost in Hurricane Ike and at that time believed to be caught up on all the taxes due.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

There are no provisions in the Tax Code to address this issue.

Account No.	Year	Waiver
8500-0001-6631-001	2008	$398.71

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

2010

JANUARY						
S	M	T	W	T	F	S
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31						

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31						

NOVEMBER						
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DECEMBER						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

To whom it may concern,

I, Robert Reynolds, would like to ask forgiveness to the penalties and interest on delinquent taxes. Property - watercraft Reason, ~~It~~ lost vessel in Hurricane Ike and at that time, was believed to be caught up on ~~on~~ all taxes.

Received a letter later saying I was delinquent and owed taxes, penalty, and interest on ~~I would~~ could possibly lose boat. I did not have it after Ike!

Now after talking to some tax people, I was told that any of my ~~pot~~ property and even my bank account can be taken to satisfy this for the tax office.

Whether true or not, I don't want that worry in life. I try to be 100% happy, all the time ~~no~~ no matter what!

So I have paid what I was told I owed and am asking for penalties and interest to be waived, please. At present I have no steady job, but again, I am not worried. ~~B~~ God will take care of me.

Thank You for your time and consideration.

Robert Reynolds
713-302-0607
P.O. BOX 1261
GALVESTON 77553

SPEEDY'S PRINTING
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E-mail: speedys@speedysprinting.com Web: www.speedysprinting.com

NOTES -- Account No. 850000016631001

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ACTNOTES v1.10

05/20/2013 15:17:12
GCTO_PROD

Account Number 850000016631001

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
30729280	02/27/2013	DOMINICK_L	SENT INITIAL P & I LETTER		
30729279	02/26/2013	DOMINICK_L	DELQ STMT - SUMMARY : PO BOX 1261, GALVESTON, TX 77553, AMT I	DSTM	
30458553	01/25/2013	CRIDER_R	DELQ STMT - SUMMARY : PO BOX 1261, GALVESTON, TX 77553, AMT I	DSTM	
13363439	06/03/2009	STMT693329	2008 33.07 NOTICE SENT (5/27/2009) / MAILED TO: REYNOLDS ROBERT	STMT	
11229372	10/22/2008	STMT597261	2008 CURRENT STATEMENT TO OWNER / MAILED TO: REYNOLDS ROBEF	STMT	
7379607	10/30/2007	STMT446107	2007 CERTIFIED STATEMENT SENT: / MAILED TO: REYNOLDS ROBERT	STMT	
4668004	11/18/2003	GALTEST	OLD(03) 2008 AVE O 1/2 #2OLD(03) GALVESTON TX77550 0000		
4532385	09/16/2005	GALTEST	STMT#-2003200238 CK#- 53876 REFUNDED 494.40PAYEE IS GCTOS		

Save | Add | Delete | View Note | Print Window | Close Window

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc... Next Acc... Prev Owner Next Owner Acct History Acct Summary Notes Go To:

KELLYM
ACT8006 v1.234

04/26/2013 12:07:09
GCTO_PROD

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 350000016631001 Roll Code PERSONAL PRC

Certified Owner REYNOLDS ROBERT

Address Line PO BOX 1261

Amount Due as of 04/26/2013 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units

1 2 210 330 601 801

AG INCLUDED Remove Fees Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2008	$17,500			0			$425.44	$221.59	$.00	$203.85	$194.86	$.00	$398.71
2007	$17,500			0			$429.12	$429.12	$.00	$.00	$.00	$.00	$.00
2006	$17,500			0			$493.77	$493.77	$.00	$.00	$.00	$.00	$.00
2005	$17,780			0			$548.55	$548.55	$.00	$.00	$.00	$.00	$.00
2004	$33,530			0			$738.71	$738.71	$.00	$.00	$.00	$.00	$.00
2003	$33,530			0			$.00	$.00	$.00	$.00	$.00	$.00	$.00
						Exemption							
						Exemption							
						Exemption							
						Totals	**$2,635.59**	**$2,431.74**	**$.00**	**$203.85**	**$194.86**	**$.00**	**$398.71**

Last Payment Date

Last Payer

Alert

start Snag... Adob... 3 In... Prop... Robin... Search Desktop 12:08 PM

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22, 2013

Robert Reynolds
P.O. Box 1261
Galveston, Texas 77553

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 8500-0001-6631-001

Dear Mr. Reynolds:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.9.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

May 21, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for refund of penalty & interest
Gorski, Jennifer
6672-0000-0031-000

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.03 (a)"...The governing body of a taxing unit that collects its own taxes may provide, in the manner required by law for official action by the body, that a person who pays one-half of the units taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest before July 1 of the following year."

Ms. Gorski is requesting a refund of penalty and interest on the account number listed above. Ms. Gorski states she intended to participate in the split payment option however payments were postmarked December 18, 2012 therefore the accounts did not qualify as a split payment. The split payment due dates were shown on the 2012 tax statement sent in October.

Accounts	Year	Refund
6672-0000-0031-000	2012	$534.99

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Crider, Rachael

From: Crider, Rachael
Sent: Thursday, March 07, 2013 2:58 PM
To: 'Jennifer.Gorski@ricoh-usa.com'
Cc: Johnson, Cheryl E
Subject: FW: Issue with Penalty Charge
Attachments: DOMINICK_L20130307092935.pdf

Good afternoon Ms. Gorski,

I have reviewed your account and it does appear that the postmark date on the envelope is in December. Unfortunately, there would be no way for us to determine which customers wanted to participate in the split payments but missed the deadline in order to send reminders. The tax statement we send out in October does however specify that the proper amounts must be paid by the deadlines to avoid any penalty and interest.

We do not have the authority to remove the fees but I would be more than happy to present your case in Commissioner's Court to request a waiver of the fees. 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: Jennifer Gorski [mailto:Jennifer.Gorski@ricoh-usa.com]
Sent: Thursday, March 07, 2013 12:40 PM
To: Schaefer.Ute
Subject: Issue with Penalty Charge

Ms. Johnson,

Hi- We're having some tax issues that have just come to our attention. We elected to do the split taxes this year. We co-own the property and each paid with a check written out on November 5 and November 10th. The post mark on the envelope says December 18th- it was mailed from my office so I'm not sure why it was delayed.

We had a death in our family during that time and I didn't call to follow up like I usually do but I did make sure the check was cashed thru our bank so I knew all was ok.

This is the problem:
Now we're being penalized $ 477.55. I understand that this is what happens if you pay late but we clearly checked that we were doing a split pay. If it wasn't going to be accepted because it didn't make a deadline then we should have been notified that full payment was due before January 31st to avoid penalties or the check(s) returned to us. We would have paid the full amount. Also, it is now March and we're just getting notified- why weren't we notified much sooner to avoid additional penalties?

This penalty fee seems excessive. Can you please look into the matter and advise. I assume you do have the authority to assist in this situation. I've included a copy of one of the checks below as well as the current tax statement. Thank you for your assistance.

Sincerely,
Jennifer Gorski
713-962-0089
jennifer.gorski@ricoh-usa.com

12535 W. Ventura Dr. 77554

87-65-1119

2559

Jeff & Jenny Gorski
1309 Lamont Circle
Bellaire, TX 77401
Ph. 713-960-9746

11/10 20 12

Pay to Galveston County Tax Assessor $2,653.10

the Order of Two thousand six hundred fifty three & 10/100 Dollars

WELLS FARGO BANK, N.A.
TEXAS
WELLSFARGO.COM

Acct # 1167200000031000

⑆111900659⑆0488130865⑈ 2559

Sincerely,
Jennifer Gorski
713-962-0089
jennifer.gorski@ricoh-usa.com

From "Dominick, LaTonya" <LaTonya.Dominick@co.galveston.tx.us>
To <jennifer.gorski@ricoh-usa.com>
Date 03/07/2013 09:52 AM
Subject Copy of Postmark Date

[attachment "Scan001.PDF" deleted by Jennifer Gorski/TX/RCUS]

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 6672000000031000
CAD #: R122377

2012 Consolidated Tax Statement

Property Location: 12535 W VENTURA DR 77554
Acreage .1170
Legal Description:
ABST 121 PAGE 61 LOT 31 SPANISH GRANT
SEC 11

T0153-0081-D06464800049604

SEA ESCAPE LLC
21310 ATASCOCITA PLACE DR
HUMBLE TX 77346-1646

Appraised Land Value:		$47,130
Improvements/Personal Property Value:	+	$374,470
Total Market Value:		$421,600
Homestead Cap Adjustment:		
MTG/Agent:		
Sales Tax Savings: $478.58		
Assessment Ratio: 100%		

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$421,600	$0	$421,600	.59991500	$2,529.24
ROAD & FLOOD	$421,600	$0	$421,600	.00885500	$37.33
GALVESTON ISD	$421,600	$0	$421,600	1.1650000	$4,911.64
GALV CITY	$421,600	$0	$421,600	.55400100	$2,335.67
GALVESTON COMM COLLEGE DIST	$421,600	$0	$421,600	.18940000	$798.51

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$10,612.39**

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans -- your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$10,612.39	$.00	**$10,612.39**	If paid in January	$10,612.39	$.00	**$10,612.39**
If paid in November	$10,612.39	$.00	**$10,612.39**	If paid in February	$11,355.26	$.00	**$11,355.26**
If paid in December	$10,612.39	$.00	**$10,612.39**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$2,529.24
ROAD & FLOOD	$37.33
GALVESTON ISD	$4,911.64
GALV CITY	$2,335.67
GALVESTON COMM COLLEGE DIST	$798.51
1ST payment due by November 30, 2012:	**$5,306.20**
2ND payment due by June 30, 2013:	**$5,306.19**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments—***without penalty and interest***—if proper amounts are paid by deadlines.

Not all governments offer split/half pay and ***full payment of their portion is required*** by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

Total Due January 31, 2013:	**$.00**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope.
Credit card checks not accepted! A $25⁰⁰ fee will be charged for all returned checks.

ACCOUNT #: 6672-0000-0031-000

CAD #: R122377

SEA ESCAPE LLC
21310 ATASCOCITA PLACE DR
HOUSTON TX 77346

- ☐ 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

000000R122377 0001061239 0000530620 0000000000 0000000000 8

rski
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77401

ANT!
AIL

Postage Required. Post Office will not deliver without proper postage.

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

77553116963

FROM Jenny Gorski
4309 Lamont Cir.
Bellaire, TX 77401

IMPORTANT!
REPLY MAIL

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

77553116969

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Deposit Status

Notes

Go To:

KELLYM
ACT80122 v1.65

04/30/2013 10:18:00
GCTO_PROD

Deposit | REMITTANCE | Detail

Summary Query

Deposit No.: H122112M151
Account No.: 667200000031000
Remit Seq No.:
Check No.:
Payment Amount:

Summary

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	151041213CH1	04/11/2013	23373984	CC000648441	CR	$3,188.08	$3,188.08	PA	667200000031000	22516638-JAMES WOS
	719040513PHC	03/13/2013	23293830	3605	CH	$2,653.09-	$2,653.09-	RV	667200000031000	22489699-JAMES M WC
	757032713P	03/21/2013	23303979	2536	CH	$2,653.10	$2,653.10	PA	667200000031000	22492987-GORSKI JEFF
	682032613P	03/13/2013	23293830	3605	CH	$2,653.09	$2,653.09	PA	667200000031000	22489699-JAMES M WC
	H122112M151	12/21/2012	21938587	000000000504	CH	$2,653.10	$2,653.10	PA	667200000031000	SEA ESCAPE LLC
	H122112M151	12/21/2012	21938586	000000002559	CH	$2,653.10	$2,653.10	PA	667200000031000	SEA ESCAPE LLC
	L070212M628	06/29/2012	21042103	000000000500	CH	$2,233.52	$2,233.52	PA	667200000031000	SEA ESCAPE LLC
	L070212M628	06/29/2012	21042102	000000000229	CH	$2,263.51	$2,263.51	PA	667200000031000	SEA ESCAPE LLC
	449120522PC	11/17/2011	19217200	2759	CH	$0.00	$2,612.48	TR	667200000031000	21519846-JEFF & JENN
	449120522PC	11/17/2011	19217200	2759	CH	$0.00	$2,612.48-	TR	667200000031000	21519846-JEFF & JENN
	449120522PC	11/17/2011	19217183	3878	CH	$0.00	$727.92-	TR	667200000031000	21519841-JAMES&MAR
	449120522PC	11/17/2011	19217183	3878	CH	$0.00	$1,884.56	TR	667200000031000	21519841-JAMES&MAR
	449120522PC	11/17/2011	19217183	3878	CH	$0.00	$1,884.56-	TR	667200000031000	21519841-JAMES&MAR

Applied Total $39,853.02

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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 22, 2013

Jennifer Gorski
4309 Lamont Cir.
Bellaire, Texas 77401

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 6672-0000-0031-000

Dear Ms. Gorski:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.10.

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: Request for refund or waiver of penalty & interest
3505-0217-0011-002
Lopez, Gildario

Dear Judge Henry:

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

Mr. Lopez states he was not getting his statements in the mail and was not given an amount due for 2010 or 2011 taxes when he came into the office November of 2012. Our records show statements and delinquent reminders were mailed to the address on record with any delinquent amounts due noted.

Account	Year	Refund
3505-0217-0011-002	2011	$ 298.98
3505-0217-0011-002	2010	$ 405.09

Sincerely,

Cheryl E. Johnson

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2012 Consolidated Tax Statement

ACCOUNT #: 350502170011002
CAD #: R101886

Property Location:
Acreage .0880
Legal Description:
ABST 628 PAGE 105 W 1/2 OF LOT 11 & E 10.67 FT OF LOT 12 (11-2) BLK 217 GALVESTON

LOPEZ GILDARIO
3714 BROADWAY ST
GALVESTON TX 77550-4039

Appraised Land Value:	$23,040
Improvements/Personal Property Value:	+ $2,630
Total Market Value:	$25,670
Homestead Cap Adjustment:	
MTG/Agent:	
Sales Tax Savings: $29.14	
Assessment Ratio: 100%	

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$25,670	$0	$25,670	.59991500	$154.00
ROAD & FLOOD	$25,670	$0	$25,670	.00885500	$2.27
GALVESTON ISD	$25,670	$0	$25,670	1.1650000	$299.06
GALV CITY	$25,670	$0	$25,670	.55400100	$142.21
GALVESTON COMM COLLEGE DIST	$25,670	$0	$25,670	.18940000	$48.62
NAVIG DIST #1	$25,670	$0	$25,670	.04661800	$11.97

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$658.13**

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans – your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$658.13	$1,988.21	**$2,646.34**	If paid in January	$658.13	$2,035.89	**$2,694.02**
If paid in November	$658.13	$2,004.12	**$2,662.25**	If paid in February	$704.19	$2,051.81	**$2,756.00**
If paid in December	$658.13	$2,020.00	**$2,678.13**	**Delinquent taxes are due for tax years:** 2010 - 2011			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$154.00
ROAD & FLOOD	$2.27
GALVESTON ISD	$299.06
GALV CITY	$142.21
GALVESTON COMM COLLEGE DIST	$48.62
NAVIG DIST #1	$11.97
1ST payment due by November 30, 2012:	**$329.07**
2ND payment due by June 30, 2013:	**$329.06**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments – ***without penalty and interest*** – if proper amounts are paid by deadlines.

Not all governments offer split/half pay and ***full payment of their portion is required*** by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

Total Due January 31, 2013: **$.00**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Credit card checks not accepted! A $25.00 fee will be charged for all returned checks.

ACCOUNT #: 3505-0217-0011-002
CAD #: R101886

LOPEZ GILDARIO
3714 BROADWAY ST
GALVESTON TX 77550-4039

- ☐ 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

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000000R101886 0000065813 0000032907 0000000000 0000000000 7

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2011 Consolidated Tax Statement

Property Location:
Acreage: .0880
Legal Description:
ABST 628 PAGE 105 W 1/2 OF LOT 11 & E 10.67 FT OF LOT 12 (11-2) BLK 217 GALVESTON

ACCOUNT #: 350502170011002 **CAD #:** R101886

D0597570301381 03 02

LOPEZ GILDARIO
3714 BROADWAY ST
GALVESTON TX 77550-4039

Appraised Land Value:	$23,040
Improvements/Personal Property Value:	+2,630
Total Market Value:	$25,670
Homestead Cap Adjustment:	

MTG/Agent:
Sales Tax Savings: $28.24
Assessment Ratio: 100%

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100 x	Tax Rate =	Total Taxes
GALVESTON CO	$25,670	$0	$25,670	.61294500	$157.34
ROAD & FLOOD	$25,670	$0	$25,670	.00885500	$2.27
GALVESTON ISD	$25,670	$0	$25,670	1.1650000	$299.06
GALV CITY	$25,670	$0	$25,670	.55400100	$142.21
GALVESTON COMM C	$25,670	$0	$25,670	.18945000	$48.63
NAVIG DIST #1	$25,670	$0	$25,670	.04661800	$11.97
TOTAL 2011 TAXES					**$661.48**

Current Exemptions According to Appraisal District:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where the property is located).*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL: Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below.

SPLIT PAYMENT: Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option. Those not participating are shown below.

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought): A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify, amounts will be listed in the box below)* and may also defer or delay payment. Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012.

***Please contact your mortgage company before participating in partial payment options!**

Split Payment Option *(1/2 by November 30, 2011)*

Entity	Amount Due
GALVESTON CO	$157.34
ROAD & FLOOD	$2.27
GALVESTON ISD	$299.06
GALV CITY	$142.21
NAVIG DIST #1	$11.97
1ST payment by 11/30/11 of:	**$306.43**
2ND payment by 7/2/12 of:	**$306.42**

O-65, Disabled & Disaster Payment Option *(1/4 by January 31, 2012)*

Payment Due Date	Amount Due
January 31, 2012	
April 2, 2012	
May 31, 2012	
July 31, 2012	

Non-Split Pay Taxes Due *(by January 31, 2012)*

GALVESTON COMM COLLEG	$48.63
Total Due January 31, 2012:	**$48.63**

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$661.48	$963.88	$1,625.36
If paid in November	$661.48	$971.87	$1,633.35
If paid in December	$661.48	$979.83	$1,641.31
If paid in January	$661.48	$987.78	$1,649.26
If paid in February	$707.77	$995.76	$1,703.53

*Our records indicate delinquent taxes are due for the following tax years: 2010

Please send this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope.
Correspondence, ownership or other changes should be mailed separately to: Property Tax Dept., 722 Moody, Galveston, TX 77550.

ACCOUNT #: 3505-0217-0011-002
CAD #: R101886

LOPEZ GILDARIO
3714 BROADWAY ST
GALVESTON TX 77550-4039

Credit card checks NOT accepted. A $25 fee will be charged for all returned checks. **Select a payment option below:**

- ☐ First half split payment by 11/30/11
- ☐ O65/DP/Disaster ¼ payment by 1/31/12
- ☐ Full payment by 1/31/12
- ☐ Please mail postcard receipt

000000R101886 0000066148 0000066148 0000066148 0000066148 3

NOTES -- Account No. 350502170011002

CRIDER_R
ACTNOTES v1.10

05/20/2013 15:43:37
GCTO_PROD

Account Number 350502170011002

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
29865762	11/29/2012	EVANS_E	DELQ STMT - SUMMARY : 3714 BROADWAY ST, GALVESTON, TX 7755	DSTM	
27759438	07/11/2012	EVANS_E	2011 33.08 NOTICE: LOPEZ GILDARIO, 3714 BROADWAY ST, GALVESTO	DSTM	
27109220	04/09/2012	LEMONS_E	MAR 2012 NAO STMT BATCH: 2011 STMT: LOPEZ GILDARIO, 3714 BRO	CSTM	
27106559	04/09/2012	SUPP	MAR 2012 NAO		
21625672	05/05/2011	STMT1032814	2010 33.07 STATEMENT MAILED / MAILED TO: LOPEZ GILDARIO	STMT	
18949678	10/20/2010	STMT930793	2010 STATEMENT FILE 2-5 / MAILED TO: LOPEZ GILDARIO	STMT	
14822660	11/09/2009	STMT763164	2009 STATEMENT MAILED TO OWNER / MAILED TO: LOPEZ GILDARIO	STMT	
11219584	10/22/2008	STMT597262	2008 CURRENT STATEMENT TO OWNER / MAILED TO: LOPEZ GILDARIO	STMT	

Save | Add | Delete | View Note | Print Window | Close Window

View Note

2010 STATEMENT FILE 2-5 / MAILED TO: LOPEZ GILDARIO
3714 BROADWAY
ST
GALVESTON TX 77550-4039 / AMOUNT: $663.84

Print Window

Close Window

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 22, 2013

Gildario Lopez
3714 Broadway St.
Galveston, Texas 77550-4039

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 3505-0217-0011-002

Dear Mr. Lopez:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.11.

Cheryl E. Johnson, RTA

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

May 20, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for waiver/refund of penalty & interest
David Frank
7206-0000-0485-009

Dear Judge Henry:

Mr. Frank states he purchased this property in 2012. He assumed the additional lot was on the same account.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

There are no provisions in the Tax Code to address this issue.

Account No.	Year	Refund/Waiver
7206-0000-0485-009	2003	$332.78(W)
	2004	$319.03(W)
	2005	$306.75(W)
	2006	$153.98(W)
	2007	$185.04(R)
	2008	$158.68(R)
	2009	$141.65(R)
	2010	$115.27(R)
	2011	$80.04(R)

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

January 15, 2013

RECEIVED
JAN 22 2013
GALVESTON COUNTY JUDGE

Judge Mark Henry
722 Moody, Suite 200
Galveston TX. 77550

I'm writing with regard to a house we purchased at 13611 Stewart Rd. The day before closing we were told that the side lot to the house was included with our purchase. The title company handling the closing assumed the lot and house were on the same tax account, and only researched the house property listed on the contract for back taxes. Both properties had separate tax accounts, so the side lot was not researched for back liens. The house property had no back taxes, but the lot did have back taxes. We have paid the back taxes, and were hoping you could wave the penalty and interest. I have included an e-mail from the title officer with her explanation of what happened.
The account for the side lot is shown here; Account No. 720600000485009.

David L Frank
907 Evergreen Dr.
Friendswood TX. 77546
Ph. 832 240 8676

YAHOO! MAIL Classic

13611 Stewart Road Monday, January 14, 2013 11:05 AM

From: "Ann Clayton" <aclayton@nat.com>
To: "sndfrank@sbcglobal.net" <sndfrank@sbcglobal.net>
3 Files (779KB)

image00... 13611 ST... 12-00045...

David,
Attached is a copy of the Substitute Trustee's Deed for this property. When the bank foreclosed on the previous owner, this is the document they used – notice that it contains BOTH tracts of land, and you purchased BOTH tracts of land.

However, the title company for the bank only gave us information on the tract of land that contains the house, and that's the information we used in closing. So, we would have had no clue that there were taxes owed on the tract that doesn't include the house. ☹

Once I get the title policy for you, you will need to call the 800 number that's on the jacket and file a claim with Fidelity Title (who is the underwriter) to get them to reimburse you for this issue.

**ALL CLOSING FUNDS IN THE AMOUNT OF $1,500 OR GREATER MUST BE IN THE FORM OF A CASHIER'S CHECK OR WIRE TRANSFER PAYABLE TO NORTH AMERICAN TITLE COMPANY. FUNDS RECEIVED VIA ACH DO NOT QUALIFY AS "GOOD FUNDS". **

North American Title Company

Ann Clayton
Escrow Officer

aclayton@nat.com
Main Number: 214-720-1020
Fax - 214-706-6920

North American Title Company
8070 Park Lane, Suite 200
Dallas, TX 75231
http://www.nat.com

PLEASE NOTE Due to the overwhelming number of fraudulent Cashier s Checks circulating within Texas, we now require ALL closing funds from the BUYER/BORROWER in the amount of $25,000 or greater to be wire-transferred. Otherwise we must verify with the bank that the Cashier s Check is valid before funding. LENDER'S funds in the amount of $500,000 or greater must be tendered in the form of a Wire Transfer Our wiring instructions will be sent with every closing transaction and will be available upon request

CONFIDENTIALITY NOTICE

This e-mail message and any attachments contain confidential and/or privileged information for the sole use of the intended recipient. If you are not the intended recipient, you may not read, disseminate, distribute or copy this e-mail message or any

NOTES -- Account No. 720600000485009

CRIDER_R
ACTNOTES v1.9

05/16/2013 16:26:14
GCTO_PROD

Account Number 720600000485009

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
30729234	02/27/2013	DOMINICK_L	SENT INTIAL P & I LETTER		
30729233	02/26/2013	DOMINICK_L	DELQ STMT - SUMMARY : & SHERRIE H PETTUS, 907 EVERGREEN DR, FF	DSTM	
30080070	01/03/2013	LEMONS_E	DEC 2012 NAO STMT BATCH: 2012 STMT: FRANK DAVID L & SANDRA (	CSTM	
30073661	01/02/2013	SUPP	DEC 2012 NAO		
30071884	01/02/2013	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC12, YEAR = 2012		
29258419	11/02/2012	LEMONS_E	OCT 2012 NAO STMT BATCH: 2012 STMT: DEUTSCHE BANK, 1761 E SA	CSTM	
29234979	11/02/2012	SUPP	OCT 2012 NAO		
29232643	11/02/2012	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC10, YEAR = 2012		

Save | Add | Delete | View Note | Print Window | Close Window

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 22, 2013

David Frank
907 Evergreen Dr.
Friendswood, Texas 77546

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 7206-0000-0485-009

Dear Mr. Frank:

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 25, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.12.

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.

Account	Year	Refund
5076-0010-0058-000	2012	$125.26

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc... | Next Acc... | Prev Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

EVANS_E
ACT8006 v1.234

05/06/2013 15:19:00
GCTO_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

Legal Description

Legal Description: ABST 18 PAGE 7 LOT 58 BLK 10 MEADOW BEND SEC 2

List of Mortgage Companies

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 Information

Year	Legal Status	Cause No.	Bankruptcy No.

Total Due

Total Due $.00

Payment Agmt. No.

Other Information

Certified Date 10/04/2012
Legal Acres .161

Owner Information

Certified Owner: VONAU WALTER L JR & SARAH
Address: 2802 SUGAR WOOD DR
LEAGUE CITY TX 77573-

Alternate Owner:
Address:

Start | SnagIt/32 | Oracle App... | Appraisal &... | Inbox - Mic... | Adobe Acr... | Failure to S... | 3:22 PM

15:22:01PM 06-May-2013

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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.13.

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.

Account Numbers	Year	Refund
6691-0003-0001-000	2012	$ 197.20

Sincerely,

Cheryl E. Johnson

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

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 fortuante 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 preadressed and supplied envelope on the 21st of Jan 2013.

Kindly review my case and please revoke any penleties and charges that might have occured durring 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

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

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

21.1.156

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

NORTH HOUSTON TX 773

28 FEB 2013 PM 3 L

Liberty
FOREVER

MAR 04 2013

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

77553116969

Total Control Account®

MetLife®
Metropolitan Life Insurance Company
0105
62-15/311
2196

SHELLI S GREGORY
1189 RUSTLING WIND LANE
LEAGUE CITY TX 77573

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.

Check not valid for less than $250
PNCBank, NA

Memo 6691003000100 0
CAD# R406989

Signature Shelli Gregory

[redacted] 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 $25.00 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
- [x] 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

IMPORTANT!
REPLY MAIL

14 FEB 2013 PM 2 L

USA FIRST CLASS FOREVER

DECEIVED
MAR 04 2013
BM

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

NIXIE 773 46 1 02/22/13
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,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.14.

Cheryl E. Johnson, RTA

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

May 07, 2013

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

RE: Request for refund or waiver of penalty & interest
8300-2655-0113-010
Green, Helen

Dear Judge Henry:

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

The homeowner is requesting a refund of penalties and interest for the year 2012. She claims she has two properties and only received one bill. She also states that she receives her bills at a post office box and believes somehow it did not get into her box. The 2012 Consolidated Tax Statement was sent to the address listed on the Tax Roll. She has since paid the levy plus penalty and interest.

Account	Year	Refund
8300-2655-0113-010	2012	$ 82.84
Total:		$ 82.84

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

RECEIVED
MAR 19 2013
GONZALES COUNTY JUDGE

Dear Judge Henry, March 12, 2013

I am writing to let you know that I have lived in the same house for 34 years. Taxes have always been paid on time.

This year I did not recieve a tax bill for account # 8300-2655-0113-010 and did not notice the difference in the amount that I usually pay. I do have another account # 2655-0113-0017-000 and those taxes were paid on Dec 6th. Which is when I would have paid these taxes if I had recieved the notice.

I later recieved the notice that the taxes were not paid for account # 8300-2655-0113-010. I looked to find if I had overlooked the tax notice and didnot find it. I recieve my mail through a post office box and believe that it Some how did not get into my box.

I would like the commissioners court to consider refunding the penalty intrest of $82.84. Thank you for your time and consideration.

Helen Green

ph: 281-559-1027
or 281-636-0517

P.O. Box 579
Badiff, Tx. 77518

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 830026550113010
CAD #: M500992

2012 Consolidated Tax Statement

Property Location: 4426 15TH ST 77518
Acreage .0000
Legal Description:
MH 2009 16X76 TAN/BLACK CLAYTON
LABEL #HWC0399108

GREEN HELEN
PO BOX 579
BACLIFF TX 77518-0579

Appraised Land Value:
Improvements/Personal Property Value: + $34,510
Total Market Value: $34,510
Homestead Cap Adjustment:
MTG/Agent:
Sales Tax Savings:
Assessment Ratio: 100%

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100 x	Tax Rate =	Total Taxes
GALVESTON CO	$34,510	$0	$34,510	.59991500	$207.03
ROAD & FLOOD	$34,510	$0	$34,510	.00885500	$3.06
DICKINSON ISD	$34,510	$0	$34,510	1.5400000	$531.45
MAINLAND COLL	$34,510	$0	$34,510	.22597000	$77.98
BACLIFF (MUD)	$34,510	$0	$34,510	.29235800	$100.89

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$920.41**

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans – your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$920.41	$.00	**$920.41**	If paid in January	$920.41	$.00	**$920.41**
If paid in November	$920.41	$.00	**$920.41**	If paid in February	$984.83	$.00	**$984.83**
If paid in December	$920.41	$.00	**$920.41**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$207.03
ROAD & FLOOD	$3.06
MAINLAND COLL	$77.98
BACLIFF (MUD)	$100.89
1ST payment due by November 30, 2012:	**$194.48**
2ND payment due by June 30, 2013:	**$194.48**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments – ***without penalty and interest*** – if proper amounts are paid by deadlines.

Not all governments offer split/half pay and *full payment of their portion is required* by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

DICKINSON ISD	$531.45
Total Due January 31, 2013:	**$531.45**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope.
Credit card checks not accepted! A $25.00 fee will be charged for all returned checks.

ACCOUNT #: 8300-2655-0113-010

CAD #: M500992

GREEN HELEN
PO BOX 579
BACLIFF TX 77518-0579

- [ ] 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 1 - payment by January 31, 2013
- [ ] Please mail postcard receipt

0000000M500992 0000092041 0000019448 0000000000 0000053145 7

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc. | Next Acc. | Prev Owner | Next Owner | Acct History | Acct Summary | Notes | Go To:

KELLYM
ACT8006 v1.234

05/03/2013 12:29:37
GCTO_PROD

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 830026550113010 Roll Code MOBILE HOME

Certified Ow

Address L

Amount D as of

Tax Units

List of Tax Units

Tax Unit Description

Tax Unit,Yr, Rec. Type

Tax Unit

Amount

Year Appr

2012

2011

2010

Last Paymer Date

Last Payer

NOTES -- Account No. 830026550113010

KELLYM
ACTNOTES v1.9

05/03/2013 12:29:50
GCTO_PROD

Account Number **830026550113010**

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
30898327	03/11/2013	BATCH_REQU	2012 DELINQUENT POSTCARD REMINDER		01/01/2099
21182929	02/28/2011	REPORT_MAN	REFCHK: #80161 2011/02/28 $54.86 TO: GREEN HELEN PO BOX :	RFND	
20500877	02/09/2011	SUPP	2010 SUPP#3		
18945340	10/20/2010	STMT930793	2010 STATEMENT FILE 2-5 / MAILED TO: GREEN HELEN	STMT	
16244515	04/06/2010	SUPP	MAR 2010 NAO		

Save | Add | Delete | View Note | Print Window | Close Window

Alert

start | SnagIt/32 | 3 Internet Expl... | Adobe Reader | Search Desktop | 12:30 PM

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis
Executive Assistant

June 18, 2013

Helen Green
P.O. Box 579
Bacliff, Texas 77518-0579

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 8300-2655-0113-010.

Dear Mrs. Green:

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 25, 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.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.a.15.

Cheryl E. Johnson, RTA

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

June 17, 2013

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

RE: Request for Waiver of Penalty & Interest
Poteet, Sara - 6375-0000-0659-000

Dear Judge Henry:

Ms. Poteet is requesting a refund of penalty and interest on the account number referenced above. She states that she attempted to pay but experienced difficulty due to the high traffic on our website January 31. We confirmed with our vendor that all systems were functional, abet slow, January 31st.

Texas Property Tax Code Section 1.08, Timeliness of Action by Mail, states the following:

"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."

Account #	Years	Waiver
6375-0000-0659-000	2012	$ 206.70

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Martinez, Dianna

From: Martinez, Dianna
Sent: Tuesday, February 05, 2013 3:54 PM
To: Martinez, Dianna
Subject: FW: Property Tax - Sarah Poteet - 4018 Reeves

From: Mark Henry [mailto:mark@markhenryforcountyjudge.com]
Sent: Saturday, February 02, 2013 2:55 PM
To: Lewis, Roxann
Subject: Fwd: Property Tax - Sarah Poteet - 4018 Reeves

Mark

Begin forwarded message:

> **From:** Sarah Poteet <spoteet@us.westfield.com>
> **Date:** February 1, 2013 3:21:10 PM CST
> **To:** "Info@MarkHenryForCountyJudge.com" <Info@MarkHenryForCountyJudge.com>
> **Subject: Property Tax - Sarah Poteet - 4018 Reeves**
>
> Dear Judge Henry,
>
> I attempted to pay my property taxes several times using the online website yesterday but the website was down. I live in Los Angeles, California so I was not able to drop it off in the drop box. I kept trying to pay online late yesterday so I was also not able to mail it.
>
> I called the Tax Assessor Collector's office this afternoon was told it always crashes on the last day because so many people are trying to use it to pay their taxes. While the site was up this morning, I tried to use the Online Chat to send a message and it was not working either.
>
> I did pay my taxes online this morning but I feel very strongly that I should not have to pay the penalties and interest because the site was down. This apparently is a known issue that has not been fixed, resulting in unsuspecting home owners being assessed penalties and interest. If the technology is not able to handle the volume, then it should be updated or taken down. It's not fair that you offer this as an option, but it crashes every year on the final due date.
>
> Please let me know your decision as soon as possible. I'd like to have the penalties and interested either returned to me or credited on my account.

Thank you,

Sarah Poteet

4018 Reeves

Galveston, Texas 77554

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis
Executive Assistant

June 18, 2013

Sarah Poteet
13603 Marina Point Dr. #C616
Marina Del Rey, CA. 90292

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 6375-0000-0659-000.

Dear Ms. Poteet:

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 25, 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.

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Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #46.b.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request:	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes / (No)
4. Department Name: Tax office	5. Department Contact: Cheryl Johnson	
6. Description: Additional Redistricting Charges		
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey: 1101151500 ~~2107151550~~ / 10. Object Code: 5481000
11. Vendor: AIMS Company	12. Vendor Contract No: 405133	
13. Requested Legal Review: (Yes) / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Voter Rgnt	1101 ~~2107~~	~~10,000~~	1,500				
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 06/20/13	Auto Renewal Contract: Yes (No)	Bid No: N/A
Contract End Date: 09/01/13	Contract # Issued By Purchasing: CM13230	

Approved By:	Signature	Date
Department Head:	Cheryl E. Johnson	
Purchasing Agent:	[illegible]	6-11-2013
County Legal:	Nancy Bozeman	6/11/13
Contract listed in Budget Documentation: Yes / No		
County Budget Office:	Mel Smith	6/11/13

Budget Amendment Needed

Form Number:

Revised: 9/25/2012

6/1/2013

To: Cheryl E. Johnson, Tax Assessor-Collector
722 Moody St
Galveston, Texas 77550

From: John H. Yeager
9002 Hunters Trace
Austin, Tx 78758

AIMS
Address Information Management
Mapping
Marketing Services
Company and Associates
9002 Hunters Trace
Austin, Tx 78758-6517
Voice (512) 454-2467 Fax (512) 323-2467
Email: main@aimsca.com Web: www.aimsca.com
Serving the needs of our clients since 1998

Re: Redistricting work in TEAM for Precincts
Identification and Process in TEAM for Justice of Peace

The project description and costs are as follows:

General Scope of the Project
Purpose of project is to set the voting precinct boundaries and Justice of Peace boundary designation for each (appropriate) street record in the designated areas of change while maintaining all other Jurisdiction values as found in the record at the start of the project (prior to change).

Insuring the correct voting precinct and Justice of Peace designations are assigned in TEAM while maintaining the existing value found in TEAM for other Jurisdictions, no research for validation of correctness of other Jurisdictions, unless otherwise instructed & compensated for.

Description: Identify areas with Issues for County to provide resolution. At the date of this proposal, two areas have boundary discrepancies and other areas may be discovered during project. Any other areas identified may require additional compensation for correction; proposals to be submitted for approval prior to corrections being made.
Identify areas of change
Identify changes to streets & ranges
Make changes to TEAM street data records via the street index & precinct management component.
Provide files for GCTO staff to audit work (content of audit files to be determined by GCTO)

Approvals: ASAP Not Later Than June 20, 2013

Completion: September 1, 2013 $1,500

County agrees to remit payment within 30 days of completion of work. This proposal includes all work to be performed.

John H. Yeager, Owner — June 3, 2013 Date

Mark A. Henry, County Judge — Date

Witness: Dwight D. Sullivan, County Clerk — Date

6/1/2013

To: Cheryl E. Johnson, Tax Assessor-Collector
722 Moody St
Galveston, Texas 77550

From: John H. Yeager
9002 Hunters Trace
Austin, Tx 78758

AIMS
Address Information Management
Mapping
Marketing Services
Company and Associates
9002 Hunters Trace
Austin, Tx 78758-6517
Voice (512) 454-2467 Fax (512) 323-2467
Email: main@aimsca.com Web: www.aimsca.com
Serving the needs of our clients since 1988

Re: Redistricting work in TEAM for Precincts
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Identify areas of change
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Completion: September 1, 2013 $1,500

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John H. Yeager, Owner — Date: June 3 2013

Mark A. Henry, County Judge — Date

Witness: Dwight D. Sullivan, County Clerk — Date