GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
AUGUST 23, 2011 – 1:00 P.M.

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. ***APPEARANCES*:** SHOULD ANYONE WISH TO ADDRESS THE COMMISSIONERS COURT ON A SPECIFIC ITEM, PLEASE ARRIVE PRIOR TO THE MEETING AND SIGN IN WITH THE COUNTY CLERK. COMMENTS ARE LIMITED TO 3 MINUTES.

REGULARLY SCHEDULED MEETING – AGENDA – 1:00 P.M.

Pledge of Allegiance and Invocation

Call to Order Regularly Scheduled Meeting.

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 8/23/11.

b. Orders for payroll period ending 8/17/11 Bi-weekly #17.

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

*3. Receive and file *Notice of County Claim for Recovery of Damages* submitted by County Legal as follows: Date of loss: August 1, 2011; Amount $5,245.79.

*4. Receive and file *Quarterly Report on NIMS Compliance* for Galveston County employees submitted by the Homeland Security Coordinator.

*5. Consideration of a *Resolution Supporting the Elevation of FM3005*, submitted by Commissioner Precinct 2.

*6. Consideration and Consent of P&I refund due to Clerical Error for tax penalty and interest submitted by Tax Assessor Collector.

5859-0000-0033-001	4464-0002-0036-000	6246-0008-0001-003
7247-1002-0014-000	6076-0000-0004-000	7205-0000-0533-015

7. **Public Comment on Commissioner and JP/Constable Redistricting Maps Proposed as a result of the 2010 Census.**

8. Introduce and discuss a preliminary plan for County Commissioners Precincts, Justices of the Peace and Constables for the purpose of redistricting related to the 2010 Census submitted by County Commissioner, Pct. 3.

9. Request for approval of Remote Sticker Printing System (RSPS) contract with Arlan's Markets Inc. submitted by Tax Assessor Collector.

10. Consideration of a Resolution for the Distribution of Contraband funds to help non-profit chemical dependency treatment facilities in Galveston County submitted by the District Attorney.

11. Consideration of Authorizing the County Judge to sign the Statewide Automated Victim Notification Service (SAVNS) Grant Contract with the Office of the Attorney General submitted by the Grants Manager.

12. Request for consideration and approval of the new Texas Workforce Commission Contract submitted by the IT Director.

13. Consideration of adopting, by resolution, the Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas, submitted by the Community Services Director.

14. Consideration of approving an Indigent Health Care payment of $93,456 to UTMB on behalf of an indigent patient, submitted by Community Services Director.

15. Consideration of Resolution of adopting Optional Health Care Services allowed and providing public notice of Galveston County Indigent Health Care Services, submitted by Community Services Director.

16. Consideration of cancelling the construction phase services in the Othon Engineering Contract for Ling St. and approving agreements with LJA Engineering and Paradigm Consultants to perform construction phase services on Ling St submitted by the County Engineer.

17. Consideration of change order no. 1 to the James Construction, LLC contract for the FM 646 Storm Sewer project submitted by the County Engineer.

18. Request for Authorization to approve office furnishings purchase for the Mid-County Annex submitted by the Purchasing Agent.

19. Consideration of Budget Amendments As Submitted by the Budget Officer.

Fiscal Year	Amendment #	Description
2011	**11-125-0823-D**	**Facilities and Maintenance** – Budget request for one exemption to the hiring freeze – Facilities Maintenance Mechanic I – 1701000019.
2011	**11-127-0823-F**	**County Treasurer** – Budget request for one

		exemption to the hiring freeze – Secretary/Payroll Clerk – 1516000007.
2011	**11-122-0823-A**	**Unlimited Tax County Road Bonds, Series 2009A** – Budget request to transfer funds from Owens Drive to Hughes Road Reconstruction Project.
2011	**11-123-0823-B**	**Purchasing Department** – Request to transfer funds to cover legal advertising expenditures through the end of the fiscal year.
2011	**11-126-0823-E**	**County Clerk/Election Division** – Transfer from Election Fund Reserves for small equipment and software to be purchased from HAVA funds.

20. Consideration of execution of a lease with Bay Park Venture, I, LTD. for the CareHere Clinic in La Marque submitted by County Legal.

21. Consideration of renaming of the Crystal Beach County Annex in Honor of Past Commissioner Pct. 1 Eddie Barr submitted by County Legal.

22. Consideration of authorizing the County Judge to execute joint resolutions providing comprehensive emergency management program assistance to the cities of Bayou Vista, Kemah and La Marque submitted by the Emergency Management Coordinator.

23. Consideration of Hurricane Ike items:

    a. Consideration of authorizing appointments to the Galveston County Fair Housing Work Group as it relates to Ike CDBG Round Two funding submitted by the Emergency Management Coordinator.

    b. Update on the Housing Program submitted by the Director of Housing.

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Present and discuss the impact of GASB 54 and its impact on our reported fund balances including a Fund Balance Policy as suggested by the GASB and our external auditors presented by the County Auditor.

2. Discussion of the participation of Galveston County in the State of Texas charity care program, UPL presented by the Community Services Director

AGENDA ITEM #1

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I.T Systems
LaToya Jordan

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston Texas

August 16 2011

I hand you the following items for action at the meeting of Commissioners' Court on Tuesday

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 8/23/11

Orders for Payroll period ending 8/17/11 Bi-Weekly #17

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000252	**Payee Name: BAKER, STEPHEN W**		
7/31-8/02/11	1101121000 - 5495100	Justice Administration - Education	1,066 03
8/08-14/11	1101121000 - 5431301	Justice Administration - Relief Associate Judge	978 50
		Warrant Total:	**2,044 53**
Warrant #: VW 00000253	**Payee Name: BOB PAGAN FORD INC**		
227139	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	45 08
227155	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	64 78
227170	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	55 01
227198	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	42 49
227231	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	45 08
227235	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	144 41
227238	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	675 11
227240	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	384 78
227264	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	45 08
227285	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	429 66
227294	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	678 43
227315	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	224 03
227327	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	480 07
227328	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	225 05
227331	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	102 71
227335	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	39 75
227343	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	148 25
227356	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	68 72
227365	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	284 22
227368	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	285 06
227397	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	66 77
227431	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	411 63
227461	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	54 08
227497	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	42 49
227501	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	434 74
227502	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,339 81
227504	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	283 44
227544	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	752 73
		Warrant Total:	**7,853.46**
Warrant #: VW 00000254	**Payee Name: GALVESTON NEWSPAPERS INC**		
0035540 080911	1101123300 - 5310000	Justice Court Pct #3 - Supplies and Materials	64 50
		Warrant Total:	**64.50**
Warrant #: VW 00000256	**Payee Name: LONE STAR UNIFORMS INC**		
218776	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,045 00
		Warrant Total:	**1,045.00**
Warrant #: VW 00346520	**Payee Name: ABL MANAGEMENT INC**		
183273	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,342 72
183274	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	19,026 67
		Warrant Total:	**37,369.39**
Warrant #. VW 00346521	**Payee Name: ACL SERVICE LTD**		
INV1046199	1101126100 - 5310000	District Clerk - Supplies and Materials	2,028 25

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info	Amount
	Warrant Total:	**2,028.25**
Warrant #: VW 00346523	**Payee Name: ALANIZ, SELINA A**	
312817 081611	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	276 25
	Warrant Total:	**276 25**
Warrant #: VW 00346524	**Payee Name: ALDRIDGE & ASSOCIATES**	
11CR2085 080411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
	Warrant Total:	**227.50**
Warrant #: VW 00346525	**Payee Name: ALEX AIR CONDITIONING INC**	
151655	1101451110 - 5423000 Senior Citizens - Maint/Repairs Equipment	191 25
	Warrant Total	**191.25**
Warrant #: VW 00346526	**Payee Name: ALL AMERICA SALES CORPORATION**	
60092	1101211143 - 5423000 Patrol Division - Maint/Repairs Equipment	1,601 25
	Warrant Total:	**1,601.25**
Warrant #: VW 00346528	**Payee Name: AMBIT ENERGY LP**	
A2762717	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
	Warrant Total:	**100.00**
Warrant #: VW 00346529	**Payee Name: AMBIT ENERGY LP**	
A2738462	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
	Warrant Total·	**100.00**
Warrant #: VW 00346532	**Payee Name: AMERICAN MECHANICAL SERVICES OF**	
S37259	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	4,054 95
	Warrant Total:	**4,054.95**
Warrant #: VW 00346534	**Payee Name: ANSWERING SPECIALISTS INC**	
110800098	1101159100 - 5481000 Information Technology - Contract Service	199 22
	Warrant Total:	**199.22**
Warrant #: VW 00346551	**Payee Name. BENNETT, JAMES M**	
09CR0082 032409	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
10CR3002 081211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520 00
	Warrant Total:	**780.00**
Warrant #: VW 00346554	**Payee Name: BILL III, ALEX**	
316454 072811	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	65 00
	Warrant Total·	**65.00**
Warrant #: VW 00346555	**Payee Name: BINDERY SPECIALISTS OF TEXAS, INC.**	
2434	1101126100 - 5423000 District Clerk - Maint/Repairs Equipment	337 50
	Warrant Total:	**337 50**
Warrant #: VW 00346557	**Payee Name: BLEYL, AMY RUTH WILSON**	
292785 081511	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195.00
	Warrant Total:	**195.00**
Warrant #: VW 00346558	**Payee Name: BOEDEKER CONSTRUCTION INC**	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
15422	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	240 00
		Warrant Total:	**240.00**
Warrant #: VW 00346559	**Payee Name: BONDED MAINTENANCE COMPANY**		
2477095	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	45,221 23
2821523	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	4,740 00
		Warrant Total:	**49,961.23**
Warrant # VW 00346560	**Payee Name: BOORSTEIN, BARRY**		
11CR1491 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00346563	**Payee Name: BROWN, RAYMOND L**		
MAY-AUG 2011 MLG	1101440100 - 5496301	Community Services - Auto Mileage	305 81
		Warrant Total.	**305.81**
Warrant #: VW 00346565	**Payee Name: BUYATHREAD**		
17057	1101223300 - 5312101	Constable Pct #3 - Rose - Uniform Expense	585 00
		Warrant Total:	**585.00**
Warrant #: VW 00346568	**Payee Name: CASTILLO, MARK A**		
09CR3165 081211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	454 50
		Warrant Total:	**454.50**
Warrant #. VW 00346569	**Payee Name: CEASER, KENDRIC**		
11CR1165 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,072 50
		Warrant Total:	**1,072.50**
Warrant #: VW 00346570	**Payee Name: CEDRICK L MUHAMMAD PC**		
11CR2035 081011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
		Warrant Total:	**97 50**
Warrant #: VW 00346575	**Payee Name: CHRISTUS HEALTH SOUTHEAST TEXAS**		
CASE1100001897	1101211131 - 5412112	Identification Division - Sexual Assault Examination	611 00
		Warrant Total:	**611.00**
Warrant #: VW 00346576	**Payee Name: CITATION SOLUTIONS INC**		
4194	1101159100 - 5423500	Information Technology - Maintenance of Software	2,000 00
		Warrant Total:	**2,000.00**
Warrant #: VW 00346577	**Payee Name: CITI BANK USA N A**		
065176471108	1101610200 - 5322010	County Extension - Auto Fuel Expense	110 90
483420	1101610200 - 5322010	County Extension - Auto Fuel Expense	74 51
960337	1101610200 - 5322010	County Extension - Auto Fuel Expense	36 79
		Warrant Total:	**222.20**
Warrant #: VW 00346578	**Payee Name: CITY OF GALVESTON**		
460510 072511	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
522210	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
560140	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	91 65
		Warrant Total:	**291.65**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00346579	**Payee Name. CITY OF LEAGUE CITY**		
19697020987	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
		Warrant Total:	**100.00**
Warrant #: VW 00346581	**Payee Name: CITY OF TEXAS CITY**		
1960974052 80411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	113 61
1961074053 80411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	179 10
2349182536 80411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	50 97
2614887883 71911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	1,480 89
2614887883 80411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	1,505 81
2615087885 07191	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	10 64
2615087885 80411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	10 64
		Warrant Total:	**3,351 66**
Warrant #: VW 00346582	**Payee Name: CLARK, DIANE**		
10CR0581 072911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
11CP0051 080911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
99FD2407 072111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	97 50
		Warrant Total:	**357.50**
Warrant #: VW 00346584	**Payee Name: COOK, DAVID**		
10CR3536 081111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 40
10CR3537 081611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	360 65
11CR1898 080911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25
		Warrant Total:	**916.30**
Warrant #: VW 00346585	**Payee Name: COSTA MARIPOSA APARTMENTS**		
758611480001	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	89 08
		Warrant Total:	**89.08**
Warrant #: VW 00346586	**Payee Name: COUNTY AND DISTRICT CLERKS**		
7/1/11-6/30/12	1101126100 - 5498000	District Clerk - Membership And Dues	110 00
		Warrant Total:	**110.00**
Warrant #: VW 00346587	**Payee Name: COUNTY PROGRESS MAGAZINE INC**		
2011 BROWN	1101440100 - 5317000	Community Services - Books & Periodicals	17 50
		Warrant Total:	**17.50**
Warrant #: VW 00346588	**Payee Name: CPI FOODS INC.**		
86114	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	2,175 00
		Warrant Total:	**2,175.00**
Warrant #. VW 00346589	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2778	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	6,822 37
		Warrant Total:	**6,822.37**
Warrant #: VW 00346593	**Payee Name: DAHLENBURG, MICHAEL L**		
10FD1765	1101000000 - 2460026	General Fund - District Clerk credit cards	24 00
		Warrant Total:	**24.00**
Warrant #: VW 00346594	**Payee Name: DAIGLE, AMANDA R**		
6/15/11 MLG	1101126100 - 5496100	District Clerk - Travel	10 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
6/15/11 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	38 25
		Warrant Total:	**48.25**
Warrant #: VW 00346596	**Payee Name: DAVID P WALKER PC**		
07CR0647 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	702 00
		Warrant Total:	**702.00**
Warrant #: VW 00346597	**Payee Name: DAVIS III, NEAL**		
10C R3017 081611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	275 00
		Warrant Total:	**275.00**
Warrant #: VW 00346601	**Payee Name: DIAMOND SHAMROCK**		
64037336 081611	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	623 37
		Warrant Total:	**623.37**
Warrant #: VW 00346602	**Payee Name: DIAZ, MARK A**		
10CR3669 081211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
		Warrant Total:	**617.50**
Warrant #: VW 00346605	**Payee Name: DIRECT ENERGY LP**		
3959758	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00346606	**Payee Name: DISHER, DAVID A**		
11CR1036 081111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
312899 081111	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	201 50
		Warrant Total.	**559.00**
Warrant #: VW 00346607	**Payee Name· DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**		
8955	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	770 00
9169	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	580 00
9197	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	256 06
		Warrant Total:	**1,606.06**
Warrant #: VW 00346609	**Payee Name: DUCOTE, JAMES**		
JAIL DKT 080511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00346615	**Payee Name: FANNING AND FANNING PLLC**		
07CR0228 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**227.50**
Warrant #. VW 00346616	**Payee Name: FAULIN, DOUGLAS E**		
081211 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	506 56
		Warrant Total:	**506.56**
Warrant #: VW 00346617	**Payee Name: FAUS, SALVADOR**		
11JV0195 081011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
		Warrant Total:	**178.75**
Warrant #· VW 00346619	**Payee Name: FEDEX CORP**		
753119950	1101610200 - 5310000	County Extension - Supplies and Materials	20 62

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
756920249	1101610200 - 5310000	County Extension - Supplies and Materials	52 56
757906095	1101211121 - 5310000	Sheriff-Criminal Investigation - Supplies and Materials	32 62
		Warrant Total:	**105 80**
Warrant # VW 00346620		**Payee Name: FINEGAN, SAMUEL K**	
10CR3207 081211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
11CR0117 030411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
313150 080311	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
		Warrant Total:	**942.50**
Warrant #: VW 00346621		**Payee Name: FIRST CHOICE POWER**	
655001101394645C	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655001101632760	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00346622		**Payee Name: FISHER, DENA LAURA**	
10CR3660 080111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	845.00
11CR0778 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
		Warrant Total:	**1,430 00**
Warrant #: VW 00346623		**Payee Name: FLORES, ISMAEL**	
06/30/11 RMB	1101000000 - 1142003	General Fund - Undist Fees JP 3	1,169 00
		Warrant Total:	**1,169.00**
Warrant #: VW 00346624		**Payee Name: FORT PC, M. BRUCE**	
10CR2938 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,605 56
		Warrant Total:	**2,605 56**
Warrant #: VW 00346626		**Payee Name: FRYE AND ASSOCIATES PLLC**	
311754 080511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	390 00
		Warrant Total:	**390.00**
Warrant # VW 00346627		**Payee Name: FULK, GEORGE BYRON**	
11CR0384 072711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**520.00**
Warrant #: VW 00346630		**Payee Name: GALVESTON COUNTY WCID #1**	
120050039 080811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	47 34
		Warrant Total:	**47.34**
Warrant #: VW 00346631		**Payee Name: GARRETT LAW FIRM,THE**	
10CR3588 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	954.20
		Warrant Total:	**954.20**
Warrant #: VW 00346634		**Payee Name: GRAHAM, CARMEN A**	
309844 081511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	188 50
316962 081611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	572 00
		Warrant Total	**760.50**
Warrant #: VW 00346636		**Payee Name: GUTHEINZ LAW FIRM LLP**	
314883 081711	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00346637	**Payee Name: HALFF ASSOCIATES**		
H153987	1101522020 - 5410000	Parks Department - Professional Services	4,318 00
		Warrant Total:	**4,318.00**
Warrant #: VW 00346638	**Payee Name: HAMILTON, TAYLOR ELLIOT**		
11CR0986 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	300 00
		Warrant Total:	**300.00**
Warrant #: VW 00346642	**Payee Name. HOUSTON EQUIPMENT COMPANY**		
180740	1101155000 - 5310000	Human Resources - Supplies and Materials	129 00
		Warrant Total:	**129.00**
Warrant #: VW 00346643	**Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD**		
000055140	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10,769 70
000055323	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	184.00
		Warrant Total:	**10,953.70**
Warrant #: VW 00346645	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
00017196 08/12	1101223800 - 5310000	Constable Pct #8 - Supplies and Materials	50 00
		Warrant Total:	**50 00**
Warrant #: VW 00346646	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
00017196 08/12	1101223800 - 5310000	Constable Pct #8 - Supplies and Materials	21 00
		Warrant Total:	**21.00**
Warrant #: VW 00346647	**Payee Name: JONES LAW FIRM**		
10CR2168 081111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
		Warrant Total:	**585.00**
Warrant #: VW 00346649	**Payee Name: JONES, STACEY LEE**		
10CR2586 080911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,543 75
		Warrant Total:	**1,543.75**
Warrant #. VW 00346650	**Payee Name: JP MORGAN CHASE**		
AUGUST 2011 STMT	1101000000 - 1800005	General Fund - P Crd #1504	409 96
AUGUST 2011 STMT	1101000000 - 1800009	General Fund - P Crd #5147	215 00
AUGUST 2011 STMT	1101000000 - 1800020	General Fund - P Crd #8745	199 41
AUGUST 2011 STMT	1101000000 - 1800022	General Fund - P Crd #7436	1,436 27
AUGUST 2011 STMT	1101000000 - 1800029	General Fund - P Crd #5264	69 50
AUGUST 2011 STMT	1101000000 - 1800033	General Fund - P Crd #8334	348 51
AUGUST 2011 STMT	1101000000 - 1800038	General Fund - P Crd #7221	280 00
AUGUST 2011 STMT	1101000000 - 1800039	General Fund - P Crd #7388	12,268 12
AUGUST 2011 STMT	1101000000 - 1800040	General Fund - P Crd #9732	1,505 00
AUGUST 2011 STMT	1101000000 - 1800048	General Fund - P Crd #3383	82 02
AUGUST 2011 STMT	1101000000 - 1800051	General Fund - P Crd #5647	72,924 70
AUGUST 2011 STMT	1101000000 - 1800052	General Fund - P Crd #4517	526 05
AUGUST 2011 STMT	1101000000 - 1800054	General Fund - P Crd #4491	473.01
AUGUST 2011 STMT	1101000000 - 1800055	General Fund - P Crd #4475	162 81
AUGUST 2011 STMT	1101000000 - 1800056	General Fund - P Crd #4509	371 66
AUGUST 2011 STMT	1101000000 - 1800086	General Fund - P Card #3427	232 51
AUGUST 2011 STMT	1101000000 - 1800087	General Fund - P Card #2192	337 99
AUGUST 2011 STMT	1101000000 - 1800089	General Fund - P Card #1245	1,270 93

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Invoice Number	Account Info		Amount
AUGUST 2011 STMT	1101000000 - 1800090	General Fund - P Card #1421	202 77
AUGUST 2011 STMT	1101000000 - 1800093	General Fund - P Card #5392	190 10
AUGUST 2011 STMT	1101000000 - 1800094	General Fund - P Card #6304	1,938 20
AUGUST 2011 STMT	1101000000 - 1800095	General Fund - P Card #6129	772 18
AUGUST 2011 STMT	1101000000 - 1800097	General Fund - P Card #6650	11,108 15
AUGUST 2011 STMT	1101000000 - 1800098	General Fund - P Card #1654	255 03
AUGUST 2011 STMT	1101000000 - 1800101	General Fund - P Card #5468	106,843 40
AUGUST 2011 STMT	1101000000 - 1800102	General Fund - P Card #0469	26 24
AUGUST 2011 STMT	1101000000 - 1800105	General Fund - P Card #1173	871 18
AUGUST 2011 STMT	1101000000 - 1800111	General Fund - P Card #4246	63 73
AUGUST 2011 STMT	1101000000 - 1800115	General Fund - P Card #5749	1,449 37
AUGUST 2011 STMT	1101000000 - 1800117	General Fund - P Card #4746	345 36
AUGUST 2011 STMT	1101000000 - 1800118	General Fund - P Card #1326	13,005 00
AUGUST 2011 STMT	1101000000 - 1800123	General Fund - P Crd #6093	793 28
AUGUST 2011 STMT	1101000000 - 1800124	General Fund - P Crd #9216	200 00
AUGUST 2011 STMT	1101000000 - 1800128	General Fund - P Card #6407	5,314 20
AUGUST 2011 STMT	1101000000 - 1800132	General Fund - P Card #3474	775 47
AUGUST 2011 STMT	1101000000 - 1800134	General Fund - P Card #6865	92 06
AUGUST 2011 STMT	1101000000 - 1800138	General Fund - P Card #0858	73 52
AUGUST 2011 STMT	1101000000 - 1800139	General Fund - P Card #9373	413 54
AUGUST 2011 STMT	1101000000 - 1800141	General Fund - P Card #7980	646 64
AUGUST 2011 STMT	1101000000 - 1800142	General Fund - P Card #7253	2,187 30
AUGUST 2011 STMT	1101000000 - 1800143	General Fund - P Card #7937	745 72
AUGUST 2011 STMT	1101000000 - 1800144	General Fund - P Card #0081	2,311 50
AUGUST 2011 STMT	1101000000 - 1800146	General Fund - P Card #0040	36 49
AUGUST 2011 STMT	1101000000 - 1800147	General Fund - P Card #0057	45 22
AUGUST 2011 STMT	1101000000 - 1800148	General Fund - P Card #2350	602 26
AUGUST 2011 STMT	1101000000 - 1800149	General Fund - P Card #2202	690 00
AUGUST 2011 STMT	1101000000 - 1800150	General Fund - P Card #2269	460 00
AUGUST 2011 STMT	1101000000 - 1800151	General Fund - P Card #2285	4,031 51
AUGUST 2011 STMT	1101000000 - 1800154	General Fund - P Card #0045	227 42
AUGUST 2011 STMT	1101000000 - 1800158	General Fund - P Card #3896	1,313 92
AUGUST 2011 STMT	1101000000 - 1800159	General Fund - P Card #3888	305 49
AUGUST 2011 STMT	1101000000 - 1800160	General Fund - P Card #3862	2,111 65
AUGUST 2011 STMT	1101000000 - 1800162	General Fund - P Card #3813	164 58
AUGUST 2011 STMT	1101000000 - 1800163	General Fund - P Card #3516	686 97
AUGUST 2011 STMT	1101000000 - 1800164	General Fund - P Card #3512	471 53
AUGUST 2011 STMT	1101000000 - 1801006	General Fund - P Crd #9482	301 32
AUGUST 2011 STMT	1101000000 - 1801014	General Fund - P Crd #1661	108 50
AUGUST 2011 STMT	1101000000 - 1801018	General Fund - P Crd #7038	2,190 00
AUGUST 2011 STMT	1101000000 - 1801028	General Fund - P Crd #4344	619 95
AUGUST 2011 STMT	1101000000 - 1801029	General Fund - P Crd #8024	370 19
AUGUST 2011 STMT	1101000000 - 1801030	General Fund - P Crd #0043	41 31
AUGUST 2011 STMT	1101000000 - 1801031	General Fund - P Crd #8147	54 18
AUGUST 2011 STMT	1101000000 - 1801033	General Fund - P Crd #8097	39 56
AUGUST 2011 STMT	1101000000 - 1801043	General Fund - P Crd #0713	724 46
AUGUST 2011 STMT	1101000000 - 1801051	General Fund - P Crd #0876	208 96
AUGUST 2011 STMT	1101000000 - 1801066	General Fund - P Crd #0475	1,719 60
AUGUST 2011 STMT	1101000000 - 1801100	General Fund - P Card #5961	268 01
AUGUST 2011 STMT	1101000000 - 1801105	General Fund - P Card #0712	93 08
AUGUST 2011 STMT	1101000000 - 1801119	General Fund - P Card #0183	746 49
AUGUST 2011 STMT	1101000000 - 1801120	General Fund - P Card #0308	298 08
AUGUST 2011 STMT	1101000000 - 1801126	General Fund - P Card #4212	13 83
AUGUST 2011 STMT	1101000000 - 1801127	General Fund - P Card #4121	77 00

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Invoice Number	Account Info		Amount
AUGUST 2011 STMT	1101000000 - 1801129	General Fund - P Card #4188	2,474 93
AUGUST 2011 STMT	1101000000 - 1801130	General Fund - P Card #4097	149 42
AUGUST 2011 STMT	1101000000 - 1801132	General Fund - P Card #6849	195 25
AUGUST 2011 STMT	1101000000 - 1801133	General Fund - P Card #8613	137 05
AUGUST 2011 STMT	1101000000 - 1801139	General Fund - P Crd #0135	327 34
AUGUST 2011 STMT	1101000000 - 1801141	General Fund - P Crd #7885	528 45
AUGUST 2011 STMT	1101000000 - 1801161	General Fund - P Card #9910	354 39
AUGUST 2011 STMT	1101000000 - 1801174	General Fund - P Card #0066	86 55
AUGUST 2011 STMT	1101000000 - 1801178	General Fund - P Card #0832	2 172 81
AUGUST 2011 STMT	1101000000 - 1803011	General Fund - P Crd #3495	351 17
AUGUST 2011 STMT	1101000000 - 1809003	General Fund - P Card #0640	464 07
AUGUST 2011 STMT	1101000000 - 1809006	General Fund - P Card #9362	952 78
AUGUST 2011 STMT	1101000000 - 1809007	General Fund - P Crd #2175	826 73
AUGUST 2011 STMT	1101000000 - 1809008	General Fund - P Card #3636	14 85
AUGUST 2011 STMT	1101000000 - 1809009	General Fund - P Card #1793	-288 65
		Warrant Total:	**271,506.09**

Warrant #: VW 00346651 **Payee Name: KAFI LAW**

314561 081211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	156 00
		Warrant Total:	**156.00**

Warrant #· VW 00346652 **Payee Name: KAUFMANN, CHARLES R**

10CR2924 081611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
		Warrant Total·	**617.50**

Warrant #: VW 00346653 **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**

1592	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	2,319 90
1606	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	721 15
		Warrant Total.	**3,041.05**

Warrant #: VW 00346657 **Payee Name: KROGER CO, THE**

228997	1101610200 - 5310000	County Extension - Supplies and Materials	89 60
		Warrant Total:	**89.60**

Warrant #. VW 00346659 **Payee Name. LAVERGNE, MARY**

313453 OVER PYMT	1101000010 - 4412010	General Government - Pre-Trial Release Agency	100 00
		Warrant Total:	**100.00**

Warrant # VW 00346660 **Payee Name: LAW OFFICE OF CS HALL PLLC**

307681 081611	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	828 75
		Warrant Total:	**828.75**

Warrant #: VW 00346661 **Payee Name: LAW OFFICE OF DONNA L LELEUX**

03CP0068 080511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
09CP0020 080511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	253 50
09CP0042 080511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	234 00
09CP0071 080511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	526 50
10CP0005 070811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**1,209.00**

Warrant #: VW 00346662 **Payee Name: LAW OFFICE OF MICHELE BASSETT**

314048 081111	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	110 75

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Invoice Number	Account Info		Amount
		Warrant Total:	**110.75**
Warrant #: VW 00346663	**Payee Name. LAW OFFICE OF PAUL B KENNEDY**		
309607 081111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	669 50
		Warrant Total:	**669.50**
Warrant #: VW 00346664	**Payee Name. LAW OFFICE OF PEJMAN MAADANI**		
312374 081711	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00346665	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
9694655	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	25 87
		Warrant Total:	**25.87**
Warrant #: VW 00346667	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
176802	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	14 50
176989	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	235.83
177117	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	193 16
177758	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	359 50
178208	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	276 66
178209	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	28 00
179063	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	634 67
179133	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
179156	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
179167	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 00
179191	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
179192	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
179197	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	99.00
179202	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	428 81
179217	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
179225	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	499 68
179234	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
		Warrant Total:	**2,950.81**
Warrant #: VW 00346668	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
JUL 11 JP1 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	465 70
		Warrant Total:	**465.70**
Warrant #: VW 00346669	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
JUL 11 JP2 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	18.65
		Warrant Total:	**18.65**
Warrant #: VW 00346670	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
JUL 11 JP6 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	4,473 15
		Warrant Total:	**4,473.15**
Warrant #. VW 00346672	**Payee Name: LOVE, PAUL**		
11JV0169 072511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00346673	**Payee Name: M FOX CURL AND ASSOCIATES PC**		
309332 081211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	178 10

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Invoice Number	Account Info		Amount
		Warrant Total:	**178.10**
Warrant #: VW 00346675	**Payee Name: MAILROOM FINANCE INC**		
55204105 080111	1101159100 - 5311140	Information Technology - Postage	2,291 00
		Warrant Total:	**2,291.00**
Warrant #: VW 00346677	**Payee Name: MALONEY & PARKS LLP**		
11CR0237 081611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
11CR1688 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**910.00**
Warrant #: VW 00346678	**Payee Name: MANGLE, CHRISTINE L**		
05JV0343 081611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,002 00
09CP0042 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
09CP0047 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,833 00
		Warrant Total:	**3,900.00**
Warrant #: VW 00346679	**Payee Name: MANLEY ENTERPRISE INC**		
8930	1101211121 - 5310000	Sheriff-Criminal Investigation - Supplies and Materials	95.00
		Warrant Total:	**95.00**
Warrant #: VW 00346681	**Payee Name: MARK 1 PLUMBING INC**		
939	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	403 97
		Warrant Total:	**403.97**
Warrant #: VW 00346682	**Payee Name: MARTIN, THOMAS A**		
08CR1937 081611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
10CR3631 081211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**845.00**
Warrant #: VW 00346683	**Payee Name: MARTY'S CITY AUTO INC**		
2981	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,966 58
3161	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	3,287 54
3191	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,928 54
		Warrant Total:	**7,182.66**
Warrant #: VW 00346685	**Payee Name: MATHESON TRI-GAS INC**		
02855498	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	241 82
		Warrant Total:	**241.82**
Warrant #: VW 00346687	**Payee Name: MAUZY, BRUCE**		
10CP0075 081611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	104 00
10CP0124 081611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	39 00
		Warrant Total:	**143.00**
Warrant #: VW 00346689	**Payee Name: MCQUAGE PC, THOMAS W**		
TAX MASTER 11	1101000000 - 2460023	General Fund - District Clerk Tax Master	4,273 80
		Warrant Total:	**4,273.80**
Warrant #: VW 00346691	**Payee Name: MEIER, SHARON K**		
305507 081011	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	1,014 00
		Warrant Total:	**1,014.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00346694	**Payee Name: MICKEY'S MARINE SERVICE INC**		
13260	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	575 00
13261	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	95 00
13262	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	736 96
		Warrant Total:	**1,406.96**
Warrant #: VW 00346695	**Payee Name: MIDDLETON BROWN LLC**		
852483	1101190100 - 5481000	County Engineer - Contract Service	2,898 75
		Warrant Total:	**2,898.75**
Warrant #: VW 00346696	**Payee Name: MONTY NICHOLS INC**		
35191	1101190100 - 5310000	County Engineer - Supplies and Materials	72 00
35226	1101190100 - 5310000	County Engineer - Supplies and Materials	72 00
		Warrant Total:	**144.00**
Warrant #: VW 00346698	**Payee Name: MTM TECHNOLOGIES INC**		
MC101711	1101159100 - 5423500	Information Technology - Maintenance of Software	6,996 00
		Warrant Total:	**6,996.00**
Warrant #: VW 00346699	**Payee Name: MUELLER, DINAH J**		
10CP0122 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	429 00
		Warrant Total:	**429.00**
Warrant #: VW 00346700	**Payee Name: MULTI SERVICE CORPORATION**		
610687	1101211121 - 5310000	Sheriff-Criminal Investigation - Supplies and Materials	187 49
		Warrant Total:	**187.49**
Warrant #: VW 00346702	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
50799	1101522020 - 5426106	Parks Department - Uniform Leasing	16 25
50801	1101522020 - 5481000	Parks Department - Contract Service	9 46
51049	1101522020 - 5481000	Parks Department - Contract Service	12 50
51050	1101522020 - 5426106	Parks Department - Uniform Leasing	43 50
51058	1101522020 - 5481000	Parks Department - Contract Service	6 00
51059	1101522020 - 5426106	Parks Department - Uniform Leasing	66 75
51060	1101522020 - 5481000	Parks Department - Contract Service	23 55
51061	1101522020 - 5426106	Parks Department - Uniform Leasing	12 75
51069	1101522020 - 5481000	Parks Department - Contract Service	12 15
51839	1101522020 - 5481000	Parks Department - Contract Service	16 25
51841	1101522020 - 5481000	Parks Department - Contract Service	9 46
52092	1101522020 - 5481000	Parks Department - Contract Service	12 50
52101	1101522020 - 5481000	Parks Department - Contract Service	6 00
52102	1101522020 - 5426106	Parks Department - Uniform Leasing	66 75
52103	1101522020 - 5481000	Parks Department - Contract Service	23 55
52104	1101522020 - 5426106	Parks Department - Uniform Leasing	12 75
52113	1101522020 - 5481000	Parks Department - Contract Service	12 15
		Warrant Total:	**362.32**
Warrant #: VW 00346703	**Payee Name. NAJER, MAURICE**		
08CR1832 020611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503 75
314162 080511	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
		Warrant Total:	**698.75**

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Invoice Number	Account Info		Amount
Warrant #: VW 00346705	**Payee Name: NATIONAL INSTITUTE OF GOVERNMENTAL**		
89290	1101151800 - 5498000	Purchasing Agent - Membership And Dues	404 00
		Warrant Total:	**404.00**
Warrant #: VW 00346707	**Payee Name: NB GRAPHICS LLC**		
20206	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	237 00
20291	1101522020 - 5310000	Parks Department - Supplies and Materials	144 00
		Warrant Total:	**381 00**
Warrant #: VW 00346708	**Payee Name: NICKELSON, LINDA J**		
309748 081711	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
313559 081711	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195.00
		Warrant Total:	**390.00**
Warrant #: VW 00346709	**Payee Name: NRG ENERGY INC**		
17767500	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
700256969	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
72467913	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
90258617	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
90857343	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**500.00**
Warrant #: VW 00346711	**Payee Name: ORTIZ-TAING LAW FIRM PC**		
310588 061311	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	305 50
		Warrant Total:	**305.50**
Warrant #: VW 00346712	**Payee Name: ORTIZ-TAING LAW FIRM PC**		
306096 072611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	390 00
312624 072611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	243 75
		Warrant Total:	**633.75**
Warrant #: VW 00346713	**Payee Name: OTIS ELEVATOR CO CORP**		
TG04457611	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	2,774 82
		Warrant Total:	**2,774.82**
Warrant #: VW 00346714	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645419937	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	102 00
2645420040	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	179 70
2645420089	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	129 50
2645420106	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	15 45
2645420122	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	6 04
2645420126	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	837 50
3975173778	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	-12 00
3975434340	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	72 00
3975435139	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	4,000 00
3975435630	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	149 50
3975435801	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	184 00
3975435802	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	397 00
3975435844	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	93 00
3975435903	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	127 20
3975436054	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 00
3975436080	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	199 40

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
3975436366	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	90 00
3975436412	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	47 00
3975436487	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	8 18
3975436497	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	45 00
		Warrant Total:	**6,682.47**

Warrant #: VW 00346718 **Payee Name: PENINSULA SANITATION SERVICE INC**

41111	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
41112	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
		Warrant Total:	**150.00**

Warrant #: VW 00346719 **Payee Name: PEPPERBALL TECHNOLOGIES INC**

0029959IN	1101211133 - 5495100	Sheriff-Corrections - Education	762 00
		Warrant Total:	**762.00**

Warrant #: VW 00346720 **Payee Name: PESTMASTER SERVICES INC**

8665	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
8668	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8669	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8670	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8671	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8672	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8673	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
8674	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8675	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
8676	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8677	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8678	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
8679	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8680	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
8690	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8691	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
8716	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
8717	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
8723	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8724	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
8729	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8737	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59 75
8747	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
8771	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8772	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8773	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8774	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8775	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8776	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8777	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
8806	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
		Warrant Total:	**3,390.08**

Warrant #: VW 00346721 **Payee Name: PESTMASTER SERVICES INC**

8852	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 40
8954	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	3,000 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**3,050.40**
Warrant #: VW 00346723	**Payee Name: PINE FOREST APARTMENTS**		
88 ELECTRIC	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00346724	**Payee Name: PORT SUPPLY**		
0520	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	129 30
0537	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	14 21
0786	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	44 82
		Warrant Total:	**188.33**
Warrant #: VW 00346725	**Payee Name: PRESCOTT, TERESA**		
JUL 2011 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	144 30
		Warrant Total:	**144.30**
Warrant #: VW 00346726	**Payee Name: PUTNAM TREE SERVICE**		
1001	1101522020 - 5428010	Parks Department - Forestry Services	1,499 00
		Warrant Total:	**1,499.00**
Warrant #: VW 00346728	**Payee Name: R M SILKSCREEN**		
E7113	1101159100 - 5312101	Information Technology - Uniform Expense	1,384 00
E8114	1101159100 - 5312101	Information Technology - Uniform Expense	998 00
E8115	1101159100 - 5312101	Information Technology - Uniform Expense	1,269 00
		Warrant Total:	**3,651.00**
Warrant #: VW 00346729	**Payee Name: REED ELSEVIER INC**		
1107113614	1101123110 - 5310000	Justice Court Pct #1 - Supplies and Materials	59 00
		Warrant Total:	**59.00**
Warrant #: VW 00346730	**Payee Name: ROGERS, PHOENIX**		
6/20-21/11 RMB	1101610200 - 5495100	County Extension - Education	17 33
		Warrant Total:	**17.33**
Warrant #: VW 00346732	**Payee Name: ROMERO LAW FIRM PC**		
11CP0022 081011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	117 00
		Warrant Total.	**117.00**
Warrant #: VW 00346734	**Payee Name. RUSSELL, GREG**		
312127 081511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
312238 081711	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
		Warrant Total:	**390.00**
Warrant #: VW 00346735	**Payee Name. RUZZO, PATRICK J**		
309736 052511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00346736	**Payee Name: SALINSKY LAW OFFICES**		
04FD2376 051611	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	350 00
09FD2207 080511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	350 00
10FD0890 050511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	190 00
10FD3297 080911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	150 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**1,040.00**
Warrant #: VW 00346737	**Payee Name: SANTA FE AUTO PARTS INC**		
38294	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	12.75
38348	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	38.41
38495	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	21 92
39184	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	6 14
41050	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	26 95
42108	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	33 59
42623	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	17 20
61656	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	23 18
63468	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	110 92
		Warrant Total:	**291.06**
Warrant #. VW 00346738	**Payee Name: SARGENT, WILLIAM K.**		
7/5-8/4/11 TRVL	1101114030 - 5495100	Election Expense - Education	79 73
		Warrant Total:	**79.73**
Warrant #: VW 00346740	**Payee Name: SCOTT, SHELBY**		
10CR3269 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
		Warrant Total:	**552.50**
Warrant #: VW 00346741	**Payee Name: SEARS & BENNETT LLP**		
05CR0692 081111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	601 25
10CR0077 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
10CR1817 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
		Warrant Total:	**1,137 50**
Warrant #: VW 00346743	**Payee Name: SHERMAN WATKINS PLLC**		
JAIL DKT 081111	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	190 00
		Warrant Total:	**190.00**
Warrant #: VW 00346744	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
40598	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 06
		Warrant Total:	**33.06**
Warrant #: VW 00346745	**Payee Name: SHOAL POINT INVESTMENTS**		
813 BAY ST N 83	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total	**100.00**
Warrant #: VW 00346751	**Payee Name: SOUTHWEST T & I INC**		
1913924	1101522020 - 5310000	Parks Department - Supplies and Materials	375 55
		Warrant Total:	**375.55**
Warrant #: VW 00346754	**Payee Name: STARTER ELECTRICITY LLC**		
291686	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00346756	**Payee Name: STEVENS, MARK W**		
10CR3040 080811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	708 50
		Warrant Total:	**708 50**

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Invoice Number	Account Info		Amount
Warrant #: VW 00346757	**Payee Name: STICKLER, TOMMY JAMES**		
10CR0238 071811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,876 25
11CR1074 080811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**3,168.75**
Warrant #: VW 00346758	**Payee Name: STOKES, MIKE**		
080311 PRKNG RMB	1101291010 - 5496100	Emergency Management - Travel	20 00
		Warrant Total:	**20 00**
Warrant #: VW 00346759	**Payee Name: SUHLER, DAVID**		
11CR2042 080411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	105 00
296682 080511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	180 00
305232 081211	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	105.00
		Warrant Total:	**390.00**
Warrant #: VW 00346761	**Payee Name: SUMMERLIN PLLC, ROBERT E**		
11CR0462 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,186 25
		Warrant Total:	**1,186.25**
Warrant #: VW 00346762	**Payee Name. SUN COAST RESOURCES INC**		
90934429	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,525 51
90983512	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,238 53
90988079	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,398 69
90990149	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,316 82
90994500	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,007 48
90994501	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,351 44
91002270	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,169 05
		Warrant Total:	**26,007.52**
Warrant #: VW 00346763	**Payee Name: SYNERGY SOFTWARE TECHNOLOGIES**		
20110641	1101159100 - 5423500	Information Technology - Maintenance of Software	3,905 00
		Warrant Total:	**3,905.00**
Warrant #: VW 00346765	**Payee Name: TEXAS AGRILIFE EXTENSION**		
266034	1101610200 - 5310000	County Extension - Supplies and Materials	34 00
		Warrant Total:	**34 00**
Warrant #: VW 00346766	**Payee Name: TEXAS CHIEF DEPUTIES ASSOCIATION**		
2012 DUES HENSON	1101211133 - 5498000	Sheriff-Corrections - Membership And Dues	24 00
		Warrant Total:	**24.00**
Warrant #: VW 00346767	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
11CR0111 081111	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00
		Warrant Total:	**1,200.00**
Warrant #· VW 00346769	**Payee Name: THOMA, JOHN**		
09CR0006 081211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
11CR0349 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,659 00
		Warrant Total:	**2,309.00**
Warrant #: VW 00346771	**Payee Name: TRAVIS COUNTY**		
CIMH11001680	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	370 00

Galveston County, Texas

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Invoice Number	Account Info		Amount
C1MH11001691	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	370 00
		Warrant Total.	**740.00**
Warrant #. VW 00346772	**Payee Name: TREE-MENDUS**		
081611 WH PARK	1101522020 - 5428010	Parks Department - Forestry Services	1,475 00
		Warrant Total:	**1,475.00**
Warrant #: VW 00346773	**Payee Name: TREVINO, ISMAEL**		
10CR3650 080911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
11CR0960 081111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**942.50**
Warrant #: VW 00346774	**Payee Name: TRUE COURAGE**		
421 S OAKS	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00346775	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
4651510	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	112.93
		Warrant Total:	**112.93**
Warrant #: VW 00346776	**Payee Name UNITED PARCEL SERVICE**		
000014217W331	1101159100 - 5481000	Information Technology - Contract Service	80 13
0000148037331	1101159100 - 5481000	Information Technology - Contract Service	55 97
		Warrant Total·	**136 10**
Warrant #: VW 00346777	**Payee Name: USA MOBILITY WIRELESS INC**		
U7977749G	1101159100 - 5492321	Information Technology - Pager Service	146 80
		Warrant Total:	**146.80**
Warrant #: VW 00346782	**Payee Name: WOLTZ, JAMES W**		
8/8-9/11 TRVL	1101123800 - 5496100	Justice Court Pct #8-2 - Travel	94 98
8/8-9/11 TRVL	1101123800 - 5496301	Justice Court Pct #8-2 - Auto Mileage	104 34
		Warrant Total:	**199.32**
Warrant #: VW 00346783	**Payee Name: WRIGHT, ANDREW A**		
JAIL DKT 072911	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00346784	**Payee Name: XEROX CORPORATION**		
115670122	1101159100 - 5310000	Information Technology - Supplies and Materials	129 07
		Warrant Total:	**129.07**
Warrant #: VW 00346785	**Payee Name: YATES, LESLIE BROCK**		
050211 MLG	1101121000 - 5499302	Justice Administration - Second Admin Dist	55 18
		Warrant Total:	**55.18**
Warrant #: VW 00346786	**Payee Name: ZENDEH DEL AND ASSOCIATES PLLC**		
JULY 2011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800 00**
Warrant #: VW 00346787	**Payee Name: ZOLL, ERIKA SUSAN**		
10CP0070 080811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	305 50

Galveston County, Texas

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Invoice Number	Account Info		Amount
11CP0050 080811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	409 50
11CP0051 080911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
11CP0059 080911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**1,020.50**
		FUND 1101 TOTAL:	**560,236.03**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00346561 **Payee Name: BOSWORTH PAPERS INC**

1225623	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	74 70
		Warrant Total:	**74.70**

Warrant #: VW 00346642 **Payee Name: HOUSTON EQUIPMENT COMPANY**

180739	2102114020 - 5423000	County Clerk Records Mangement - Maint/Repairs Equipment	139 50
		Warrant Total:	**139.50**

Warrant #: VW 00346680 **Payee Name: MARCUS, AARON C.**

7/28/11 RMB	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	23 34
		Warrant Total:	**23.34**
		FUND 2102 TOTAL:	**237.54**

FUND: 2103 Election Srvs Contract Fund

Warrant #: VW 00346522 **Payee Name: AGEE, ROSALINDA**

7/31-8/4/11 TRVL	2103114031 - 5495100	Election Services Contract Fd - Education	393 08
		Warrant Total.	**393.08**

Warrant #: VW 00346611 **Payee Name: EDDY, CYNTHIA**

7/31-8/4/11 TRVL	2103114031 - 5495100	Election Services Contract Fd - Education	475 42
		Warrant Total·	**475.42**

Warrant #: VW 00346612 **Payee Name: EDGAR, RENEE**

7/31-8/4/11 MEAL	2103114031 - 5495100	Election Services Contract Fd - Education	180 00
		Warrant Total:	**180.00**

Warrant #: VW 00346625 **Payee Name: FRAGOSO, SHON C**

7/31-8/4/11 TRVL	2103114031 - 5495100	Election Services Contract Fd - Education	225 00
		Warrant Total:	**225.00**

Warrant #: VW 00346738 **Payee Name· SARGENT, WILLIAM K.**

7/5-8/4/11 TRVL	2103114031 - 5495100	Election Services Contract Fd - Education	469 43
		Warrant Total:	**469.43**

Warrant #. VW 00346781 **Payee Name: WILLIAMS, MARGARET S.**

7/31-8/4/11 TRVL	2103114031 - 5495100	Election Services Contract Fd - Education	456 76
		Warrant Total.	**456.76**

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Invoice Number	Account Info		Amount
		FUND 2103 TOTAL:	**2,199.69**

FUND: 2216 Probate Court Contributions Fd

Warrant #: VW 00346710 **Payee Name: OFFICE DEPOT INC**

574049880001	2216122320 - 5481000	Probate Court Contributions - Contract Service	57 67
		Warrant Total:	**57.67**
		FUND 2216 TOTAL:	**57.67**

FUND: 2220 Adult Probation Fund

Warrant #. VW 00346550 **Payee Name: BELL, PAULA**

JULY 2011 MLG	2220255101 - 5496100	Adult Probation - Travel	71 40
		Warrant Total:	**71.40**

Warrant #: VW 00346567 **Payee Name: CARLISLE, AMIS**

6/16-7/28/11 MLG	2220255101 - 5496100	Adult Probation - Travel	232 56
		Warrant Total·	**232.56**

Warrant #· VW 00346603 **Payee Name: DICKEY, ROCHELL**

JULY 2011 MLG	2220255101 - 5496100	Adult Probation - Travel	103 53
		Warrant Total:	**103.53**

Warrant #: VW 00346604 **Payee Name: DICKEY, WILLIAM SHANE**

JULY 2011 MLG	2220255101 - 5496100	Adult Probation - Travel	61 20
		Warrant Total	**61.20**

Warrant #: VW 00346610 **Payee Name: EAGLIN, JOSEPH**

JULY 2011 MLG	2220255101 - 5496100	Adult Probation - Travel	110 67
		Warrant Total:	**110.67**

Warrant #: VW 00346618 **Payee Name: FEATHERLY, CHRISTINA**

JULY 2011 MLG	2220255101 - 5496100	Adult Probation - Travel	134 64
		Warrant Total.	**134.64**

Warrant #: VW 00346635 **Payee Name: GULF COAST CENTER**

G1059	2220255101 - 5481000	Adult Probation - Contract Service	50 00
		Warrant Total:	**50.00**

Warrant #: VW 00346648 **Payee Name: JONES, CHARLOTTE**

JUL 2011 MLG	2220255101 - 5496100	Adult Probation - Travel	88 74
		Warrant Total:	**88.74**

Warrant #: VW 00346697 **Payee Name· MOORE, DAN**

7/26-27/11 MLG	2220255101 - 5496100	Adult Probation - Travel	257 83
		Warrant Total:	**257.83**

Warrant #: VW 00346770 **Payee Name: THOMPSON, SHELLY**

APR-JUL 2011 MLG	2220255101 - 5496100	Adult Probation - Travel	223 89

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Invoice Number	Account Info		Amount
		Warrant Total:	**223.89**
Warrant #: VW 00346777	**Payee Name: USA MOBILITY WIRELESS INC**		
U7977738H	2220255101 - 5492220	Adult Probation - Equipment - Adult Probation	36 60
		Warrant Total:	**36.60**
		FUND 2220 TOTAL:	**1,371.06**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00346572	**Payee Name: CHARM-TEX**		
0054082IN	2230256118 - 5312100	Detention - Clothing Expense	69.76
		Warrant Total:	**69.76**
Warrant #: VW 00346590	**Payee Name: CURRENT USA INC**		
W182090401012	2230256100 - 5310000	Juvenile Justice - Supplies and Materials	181 85
		Warrant Total:	**181.85**
Warrant #: VW 00346650	**Payee Name: JP MORGAN CHASE**		
AUGUST 2011 STMT	2230000000 - 1801040	Juvenile Justice Fund - P Crd #8253	145 87
AUGUST 2011 STMT	2230000000 - 1801041	Juvenile Justice Fund - P Crd #8311	671 60
		Warrant Total:	**817.47**
Warrant #: VW 00346667	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
179204	2230256105 - 5423110	Juv Justice - Administration - Auto Maintenance	28 00
		Warrant Total:	**28.00**
		FUND 2230 TOTAL:	**1,097.08**

FUND: 2240 Sheriff's Commissary Fund

Warrant #: VW 00346650	**Payee Name JP MORGAN CHASE**		
AUGUST 2011 STMT	2240000000 - 1801114	Sheriff Commissary Fund - P Card #0419	757 31
AUGUST 2011 STMT	2240000000 - 1801175	Sheriff Commissary Fund - P Card #0065	13,911 98
		Warrant Total:	**14,669.29**
		FUND 2240 TOTAL:	**14,669.29**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00346706	**Payee Name: NATIONAL SHERIFF'S ASSOCIATION**		
14531	2242211124 - 5310000	Sheriff's Seizure Aft 10/89 - Supplies and Materials	874 00
		Warrant Total:	**874 00**
		FUND 2242 TOTAL:	**874.00**

FUND: 2250 Law Enforcement Education Fund

Warrant #: VW 00346650 **Payee Name: JP MORGAN CHASE**

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Invoice Number	Account Info		Amount
AUGUST 2011 STMT	2250000000 - 1801038	Law Enforcement Education Fund - P Crd #4235	130 00
		Warrant Total.	**130.00**
		FUND 2250 TOTAL:	**130.00**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000255 **Payee Name: KEYWORTHS HARDWARE INC**

000187097	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	7 58
000187110	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	5 98
0001872551	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	11 90
000187300	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	32 97
000187330	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	4 59
000187635	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	28 72
000197720	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	31 85
100710662	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	29 97
		Warrant Total:	**153.56**

Warrant #: VW 00346537 **Payee Name: B & B ICE INC**

3693306	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	204 00
		Warrant Total:	**204.00**

Warrant #: VW 00346548 **Payee Name: BAYGAS INC**

9107	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	76 41
9114	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	108 00
		Warrant Total:	**184.41**

Warrant #: VW 00346552 **Payee Name: BETA TECHNOLOGY INC**

562613	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,350 00
		Warrant Total:	**1,350.00**

Warrant #: VW 00346562 **Payee Name: BROOKSIDE EQUIP SALES INC**

IL25189	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	988 33
IL25192	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	225 20
		Warrant Total:	**1,213.53**

Warrant #: VW 00346566 **Payee Name: CALICO WELDING SUPPLY CO**

RL72050	2301312110 - 5481000	Administration - Contract Service	156 00
		Warrant Total:	**156.00**

Warrant #: VW 00346571 **Payee Name: CENTURY ASPHALT LTD**

144299	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	6,824 28
144405	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	5 463 69
144497	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	6,109 63
		Warrant Total·	**18,397.60**

Warrant #: VW 00346573 **Payee Name: CHERRY CRUSHED CONCRETE**

136624	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	2 677 89
137043	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	3,469 98
137248	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	2,173 64
137497	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	3,468 08
137522	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	3 310 74

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Invoice Number	Account Info		Amount
137693	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	4,264 01
137975	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	1,370 15
		Warrant Total.	**20,734.49**
Warrant #: VW 00346583	**Payee Name: CLEVELAND ASPHALT PRODUCTS INC**		
9437	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,702 13
9488	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	11,033 65
		Warrant Total:	**21,735.78**
Warrant #: VW 00346600	**Payee Name: DIAMOND HYDRAULICS INC**		
G44434	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	41 67
		Warrant Total:	**41.67**
Warrant #: VW 00346644	**Payee Name. ISLAND FIRE & SAFETY EQUIPMENT CO**		
22475	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	734 00
		Warrant Total:	**734.00**
Warrant #: VW 00346650	**Payee Name: JP MORGAN CHASE**		
AUGUST 2011 STMT	2301000000 - 1802002	Road and Bridge Fund - P Crd #9522	4,968 78
		Warrant Total.	**4,968.78**
Warrant #: VW 00346666	**Payee Name: LEHIGH SAFETY SHOE CO LLC**		
374158	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	59 98
374447	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	76 49
374754	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
374981	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
381012	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
381027	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
533657	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
533796	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
534613	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
616953	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
617134	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
706497	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	-80 99
706503	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	-80 99
706554	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	-80 99
706598	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	-80 99
706633	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	-76 49
706651	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	-59 98
706655	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	-80 99
706661	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	-80 99
706671	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	-90 00
		Warrant Total:	**180.00**
Warrant #: VW 00346667	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
179215	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	39 75
		Warrant Total:	**39.75**
Warrant #: VW 00346690	**Payee Name: MCREE FORD INC**		
348560	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	66 98
348798	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	55 68
		Warrant Total:	**122.66**

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Invoice Number	Account Info		Amount
Warrant #: VW 00346702	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
50800	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	74 50
51051	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
51052	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	6 50
51053	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	43 00
51054	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	83 55
51055	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	41 00
51056	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	62.50
51057	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	73 25
51840	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	176 50
52094	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
52095	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	6 50
52096	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	43 00
52097	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	32 55
52098	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	43 50
52099	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	62 50
52100	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	73 25
		Warrant Total:	**900.10**
Warrant #: VW 00346705	**Payee Name: NATIONAL INSTITUTE OF GOVERNMENTAL**		
89290	2301312110 - 5496100	Administration - Travel	101 00
		Warrant Total:	**101.00**
Warrant #: VW 00346714	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975436455	2301312110 - 5424000	Administration - Maint & Repairs Buildings	36 00
3975436644	2301312110 - 5424000	Administration - Maint & Repairs Buildings	270 00
		Warrant Total:	**306.00**
Warrant #: VW 00346715	**Payee Name: PAT'S**		
00027303	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	39 00
00027310	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
00027381	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14.50
		Warrant Total:	**68.00**
Warrant #: VW 00346716	**Payee Name: PATHMARK TRAFFIC PRODUCTS OF TEXAS INC**		
0071380IN	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	495 00
		Warrant Total:	**495.00**
Warrant #: VW 00346718	**Payee Name: PENINSULA SANITATION SERVICE INC**		
41148	2301312120 - 5421411	FM & Lateral Road - Garbage/Landfill Services	75 00
		Warrant Total:	**75.00**
Warrant #: VW 00346727	**Payee Name: R B EVERETT & CO**		
SI40079	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	503 53
		Warrant Total:	**503.53**
Warrant #: VW 00346731	**Payee Name: ROMCO INC**		
11040552	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	246 12
		Warrant Total:	**246.12**
Warrant #: VW 00346737	**Payee Name: SANTA FE AUTO PARTS INC**		
61961	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	22 50

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Invoice Number	Account Info		Amount
61985	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	13 99
63118	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	15 15
63349	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	723 25
63351	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	710 37
63361	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 73
63372	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	5 99
63403	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	9 64
63459	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	30 29
63466	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	43 38
63584	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	509 22
63586	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	581 54
63719	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	115 65
63720	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	580 13
		Warrant Total:	**3,375.83**

Warrant #: VW 00346744 **Payee Name: SHERWIN WILLIAMS PAINT CORP**

97052	2301312110 - 5424000	Administration - Maint & Repairs Buildings	234 04
97110	2301312110 - 5424000	Administration - Maint & Repairs Buildings	-234 04
97128	2301312110 - 5424000	Administration - Maint & Repairs Buildings	234 04
		Warrant Total:	**234.04**

Warrant #: VW 00346747 **Payee Name. SNIDER TIRE INC**

4171292	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,014 40
		Warrant Total:	**1,014.40**

Warrant #: VW 00346751 **Payee Name: SOUTHWEST T & I INC**

1920709	2301312110 - 5481000	Administration - Contract Service	406 00
		Warrant Total:	**406.00**

Warrant #: VW 00346753 **Payee Name: STANDARD STEEL SUPPLY INC**

516079	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	410 38
		Warrant Total:	**410.38**

Warrant #: VW 00346762 **Payee Name: SUN COAST RESOURCES INC**

90995314	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,384 72
91000666	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,648 79
91002232	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	8,409 75
		Warrant Total:	**29,443.26**

FUND 2301 TOTAL: 107,794.89

FUND: 2370 Flood Control Fund

Warrant #· VW 00346599 **Payee Name: DEPARTMENT OF THE INTERIOR**

90037064	2370296121 - 5481000	Seawall Maintenance - Contract Service	6,317 50
		Warrant Total:	**6,317.50**

Warrant #: VW 00346658 **Payee Name: LANSDOWNE MOODY CO LP**

IW66250	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	330 01
		Warrant Total:	**330.01**

Warrant #· VW 00346674 **Payee Name· MAGNUSON HARDWARE LP**

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Invoice Number	Account Info		Amount
3641/1	2370296121 - 5310001	Seawall Maintenance - Depart Supplies-Non Cap FFE	303 99
		Warrant Total:	**303.99**
Warrant #: VW 00346676	**Payee Name: MAINLAND TOOL AND SUPPLY INC**		
0137301602	2370296121 - 5426100	Seawall Maintenance - Equipment Rental/Lease	315 00
		Warrant Total:	**315.00**
Warrant #: VW 00346722	**Payee Name: PETERS, CHRIS**		
8/14/11 FENCE	2370296121 - 5425301	Seawall Maintenance - Maint & Repairs Highland Bayou	1,292 60
		Warrant Total:	**1,292.60**
Warrant #: VW 00346748	**Payee Name: SOUTH HOUSTON CONCRETE PIPE INC**		
131649	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	2,800 00
		Warrant Total:	**2,800.00**
Warrant #: VW 00346779	**Payee Name: W.C.S. INDUSTRIES INC**		
124157	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	91 00
		Warrant Total:	**91.00**
		FUND 2370 TOTAL:	**11,450.10**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000255	**Payee Name: KEYWORTHS HARDWARE INC**		
000187537	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	13 11
		Warrant Total:	**13.11**
Warrant #: VW 00346536	**Payee Name: AUTOZONE INC**		
1579483484	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	4 29
		Warrant Total:	**4.29**
Warrant #: VW 00346641	**Payee Name: HOUSTON 2 WAY RADIO INC**		
0071556IN	2410411100 - 5423101	Mosquito Control District - Maint/Repairs Aircraft	317 10
		Warrant Total:	**317 10**
Warrant #: VW 00346650	**Payee Name: JP MORGAN CHASE**		
AUGUST 2011 STMT	2410000000 - 1803007	Mosquito Control District - P Card #3257	2,624 38
		Warrant Total:	**2,624.38**
Warrant #: VW 00346667	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
179211	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	20 00
		Warrant Total.	**20.00**
		FUND 2410 TOTAL:	**2,978.88**

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00346519	**Payee Name: A-1 IMAGING CENTERS LLC**		
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,209 82
		Warrant Total:	**1,209.82**

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Invoice Number	Account Info		Amount
Warrant #: VW 00346533		**Payee Name: ANESTHESIA ASSOCIATES LLP**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	487 39
		Warrant Total:	**487.39**
Warrant #: VW 00346538		**Payee Name: BAHEC LLC**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	776 21
		Warrant Total:	**776.21**
Warrant #. VW 00346539		**Payee Name: BARRIER REEF EMERGENCY PHYSICIANS**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,117 60
		Warrant Total:	**1,117.60**
Warrant #: VW 00346541		**Payee Name: BAY AREA ANESTHESIA SERVICES PA**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	567 84
		Warrant Total:	**567.84**
Warrant #: VW 00346543		**Payee Name: BAY AREA HOUSTON ENDOSCOPY LP**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	609 70
		Warrant Total:	**609.70**
Warrant #: VW 00346544		**Payee Name· BAY AREA HOUSTON GASTROENTEROLOGY**	
JUL 11 WARNEKE	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	430 54
		Warrant Total:	**430.54**
Warrant #: VW 00346545		**Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY**	
JUL 11 MARCUM	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	635 38
		Warrant Total.	**635.38**
Warrant #: VW 00346546		**Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY**	
JUL 11 ZAMIL	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	532 12
		Warrant Total:	**532.12**
Warrant #: VW 00346633		**Payee Name: GODINICH MD PA, MARY JO**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	453 23
		Warrant Total:	**453 23**
Warrant #: VW 00346639		**Payee Name: HOLT MD PA, MARSTON S**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	845 76
		Warrant Total:	**845.76**
Warrant #: VW 00346655		**Payee Name: KOCUREK MD, ALBERT T**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,999 40
		Warrant Total·	**1,999.40**
Warrant #: VW 00346692		**Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	13,525 98
		Warrant Total:	**13,525.98**
Warrant #: VW 00346693		**Payee Name: MEMORIAL PATHOLOGY CONSULTANTS PA**	
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	63 62
		Warrant Total:	**63.62**

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Invoice Number	Account Info		Amount
Warrant #: VW 00346704	**Payee Name: NASA BONE & JOINT SPECIALISTS**		
JUL 11	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,932 83
		Warrant Total:	**1,932.83**
Warrant #: VW 00346778	**Payee Name: UTMB**		
AUG 11 H&P	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	93,456 00
		Warrant Total:	**93,456.00**
		FUND 2420 TOTAL:	**118,643.42**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00346598	**Payee Name: DEPARTMENT OF FAMILY AND PROTECTIVE**		
2011 QTR 4	2501443300 - 5419211	Child Welfare - Specialized Interviewer	10,622 25
2011 QTR4	2501443300 - 5431112	Child Welfare - Court Laison	11,094 75
		Warrant Total:	**21,717.00**
Warrant #: VW 00346629	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
1883	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	253.00
		Warrant Total:	**253.00**
Warrant #: VW 00346684	**Payee Name: MASTERS, JULIE**		
5/26/11 RMB	2501443300 - 5495511	Child Welfare - Community Education	192 84
		Warrant Total:	**192.84**
		FUND 2501 TOTAL:	**22,162.84**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00346527	**Payee Name: ALVIN EQUIPMENT CO INC**		
IV46126	2601544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	305 05
IV46358	2601544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	54 01
IV46475	2601544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	309.50
		Warrant Total:	**668.56**
Warrant # VW 00346686	**Payee Name: MATTHEWS INC**		
54744	2601544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	6,240 00
		Warrant Total:	**6,240.00**
Warrant #: VW 00346702	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
50802	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	35 00
51842	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	32 50
		Warrant Total:	**67.50**
Warrant #: VW 00346717	**Payee Name: PENINSULA SANITATION SERVICE INC**		
57522	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
57525	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
		Warrant Total:	**900.00**
Warrant #: VW 00346718	**Payee Name: PENINSULA SANITATION SERVICE INC**		

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Invoice Number	Account Info		Amount
41149	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	85 00
		Warrant Total:	**85.00**
Warrant #: VW 00346742	**Payee Name: SEASIDE ENTERPRISES INC**		
179676	2601544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	57 13
		Warrant Total:	**57.13**
Warrant #: VW 00346752	**Payee Name: SPRINT WASTE SERVICES LP**		
168848	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	435 01
169616	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	435 01
		Warrant Total:	**870.02**
		FUND 2601 TOTAL:	**8,888.21**

FUND: 2824 Adult Probation Community

Warrant #: VW 00346592	**Payee Name: D'AMBRA, LINDA**		
JULY 2011 MLG	2824255111 - 5496301	Special Substance Abuse - Auto Mileage	81 09
		Warrant Total:	**81.09**
Warrant #: VW 00346654	**Payee Name: KLYNG, KERRY**		
JUL 2011 MLG	2824255137 - 5496301	Sex Offender Supervision - Auto Mileage	128 52
		Warrant Total:	**128.52**
Warrant #: VW 00346746	**Payee Name: SKUFCA, RICHARD**		
JUL 2011 MLG	2824255111 - 5496301	Special Substance Abuse - Auto Mileage	55 08
		Warrant Total:	**55.08**
		FUND 2824 TOTAL:	**264.69**

FUND: 2842 Community Corrections

Warrant #: VW 00346733	**Payee Name: ROWE, WALTER**		
6/20-8/15/11 TLC	2842256177 - 5481000	Community Corr "Y" Grant - Contract Service	1,584 00
		Warrant Total:	**1,584.00**
		FUND 2842 TOTAL:	**1,584.00**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00346632	**Payee Name: GEARING, MERRICK**		
AUG 2011 SRVC	2848256143 - 5495095	Commitment Reduction Program C - Educational Programs	350 00
		Warrant Total:	**350.00**
		FUND 2848 TOTAL:	**350.00**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00346535 **Payee Name: AT&T MOBILITY**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
2870246075050711	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	56 16
2870246075050811	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	56 13
		Warrant Total:	**112.29**

Warrant #: VW 00346540 **Payee Name: BARROW, HAL**

POSTAGE RMB	2864211127 - 5311015	Auto Task Force - Office Supplies	27 35
		Warrant Total:	**27.35**

Warrant #: VW 00346580 **Payee Name: CITY OF SANTA FE**

JULY 11 HENSLEY	2864211127 - 5100000	Auto Task Force - Salaries	3,993 58
JULY 11 HENSLEY	2864211127 - 5130000	Auto Task Force - Overtime	404 10
		Warrant Total:	**4,397 68**

Warrant #: VW 00346650 **Payee Name: JP MORGAN CHASE**

AUGUST 2011 STMT	2864000000 - 1801055	Galv Co Auto Crimes Task Force - P Crd #4408	33 96
AUGUST 2011 STMT	2864000000 - 1801058	Galv Co Auto Crimes Task Force - P Card #3523	420 98
AUGUST 2011 STMT	2864000000 - 1801061	Galv Co Auto Crimes Task Force - P Crd #4034	349 91
AUGUST 2011 STMT	2864000000 - 1801102	Galv Co Auto Crimes Task Force - P Card #2403	16 56
AUGUST 2011 STMT	2864000000 - 1801150	Galv Co Auto Crimes Task Force - P Card #7753	280 00
AUGUST 2011 STMT	2864000000 - 1801151	Galv Co Auto Crimes Task Force - P Card #7787	250 00
		Warrant Total:	**1,351 41**

Warrant #. VW 00346679 **Payee Name: MANLEY ENTERPRISE INC**

9337	2864211207 - 5702224	Cash Match - Program Income - Equipment-Program Income	1,950.00
		Warrant Total·	**1,950.00**

Warrant #: VW 00346737 **Payee Name: SANTA FE AUTO PARTS INC**

63490	2864211127 - 5423110	Auto Task Force - Auto Maintenance	384 80
		Warrant Total:	**384.80**

FUND 2864 TOTAL: 8,223.53

FUND: 2893 HMGP - IKE

Warrant #: VW 00346547 **Payee Name: BAY ENVIRONMENTAL INC.**

B8933	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	600 00
		Warrant Total:	**600.00**

Warrant #: VW 00346549 **Payee Name: BECK DISASTER RECOVERY INC**

INV0001536549	2893289000 - 5481000	Administration - Contract Service	80,019 12
INV0001566614	2893289000 - 5481000	Administration - Contract Service	97,157 90
INV0001566615	2893289000 - 5481000	Administration - Contract Service	109,226 30
INV0001653484	2893289000 - 5481000	Administration - Contract Service	24,990 99
		Warrant Total:	**311,394.31**

Warrant #. VW 00346574 **Payee Name: CHERRY MOVING COMPANY**

10025816	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	7,100 00
		Warrant Total:	**7,100.00**

Warrant #: VW 00346749 **Payee Name: SOUTH LAND TITLE LLC**

R172197	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	132,466 50
R176784	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	57,119 25

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
R176795	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	23,949 75
R177107	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	66,592 00
R177121	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	17,541 75
R177154	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	21,376 22
R177166	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	22,241 75
R177704	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	67,296 75
R177952	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	93,024 00
R217407	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	74,292 40
R217408	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	40,912 50
		Warrant Total:	**616,812.87**
		FUND 2893 TOTAL:	**935,907.18**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00346530 **Payee Name: AMERICAN HOME BUILDERS INC.**

DM10783RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,757 47
GC10718RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,556 64
GT1210002	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,300 89
GT1210002	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,008 93
JC1235602	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,631 02
JC1235602	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	46,310 18
JM1113502	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,319 10
JM1113502	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	43,191 02
PC1121903	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,805 06
PC1121903	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,050 60
SB1249001	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,081 40
SB1249001	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,814 02
		Warrant Total:	**201,551.39**

Warrant #: VW 00346531 **Payee Name: AMERICAN HOMESTAR CORPORATION**

1011B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,221 00
1013B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	13,290 45
1017B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,065.06
1020	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-9,524.00
1020	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	95,240 00
1026	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-12,535 91
1026	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	100,165 14
1026	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	25,194 00
1032	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,870.90
1032	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	48,709 00
		Warrant Total:	**274,953.84**

Warrant #: VW 00346553 **Payee Name: BGB INTERESTS LP**

106541	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,972 06
106541	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	25,978 62
106541	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	23,742 00
109591	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,125 64
109591	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	31,256 37
113911	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-2,726 60
113911	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	27,266.04
		Warrant Total:	**97,418.73**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
Warrant #. VW 00346564	**Payee Name. BURGHLI HOMES PROMENADE HOMES JV**		
11053100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,314 37
11053100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	46,893 73
11053100	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	6,250 00
11110R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,760 58
1213510R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,790 77
		Warrant Total:	**67,380.71**
Warrant #: VW 00346608	**Payee Name: DSW HOMES LLC**		
210787	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	5,311 76
211555	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	5,914 38
		Warrant Total:	**11,226.14**
Warrant #: VW 00346645	**Payee Name· JAHN-GALVESTON INSURANCE AGENCY INC**		
22214 081511	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,117 00
22240 081911	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	5,741 00
22262 081711	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	4,879 00
22267 081611	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,073 00
2231 081511	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	3,223 00
22333 081711	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,434 00
22371 081811	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,733 00
22372 081811	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,600 00
		Warrant Total:	**20,800.00**
Warrant #: VW 00346650	**Payee Name: JP MORGAN CHASE**		
AUGUST 2011 STMT	2914000000 - 1800127	CDBG Housing Program - P Card #5212	129 89
		Warrant Total:	**129.89**
Warrant #: VW 00346760	**Payee Name: SULLIVAN LAND SERVICES LTD**		
2011211	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,717 57
2011387	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,084 23
2011391	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	15,307 82
2011400	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,915.01
2011400	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	31,100 07
2011400	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	18,050.00
2011419	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-0 19
2011419	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	2 00
2011425	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,013 90
2011425	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	25,179 03
2011425	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	24,960 00
		Warrant Total:	**126,471.62**
		FUND 2914 TOTAL:	**799,932.32**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00346542	**Payee Name: BAY AREA APPRAISERS**		
11196RH	2915299722 - 5481000	CDBG Non-Housing Administratio - Contract Service	800 00
		Warrant Total:	**800 00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
		FUND 2915 TOTAL:	**800.00**
FUND: 2994	**Disaster Recovery - Ike**		
Warrant #: VW 00346556		**Payee Name: BINKLEY & BARFIELD INC**	
16334	2994299354 - 5481000	Engineering for Bolivar - Contract Service	1,718 07
		Warrant Total.	**1,718.07**
		FUND 2994 TOTAL:	**1,718.07**
FUND: 3100	**County Capital Projects Fund**		
Warrant #: VW 00346613		**Payee Name ELEMENTO, JELEAN**	
8/7-12/11 TRVL	3100159126 - 5754095	IT Capital Projects - Imaging	349.13
		Warrant Total:	**349.13**
Warrant #: VW 00346614		**Payee Name: ELLIS, RYAN J**	
8/7-12/11 TRVL	3100159126 - 5754095	IT Capital Projects - Imaging	247 00
		Warrant Total:	**247.00**
		FUND 3100 TOTAL:	**596.13**
FUND: 3120	**Limited Tax Cnty Bldg Bds Sr09**		
Warrant #: VW 00346591		**Payee Name: CURRIE BUILDING DESIGN**	
GCMCA08112011	3120179135 - 5728121	Mid-County Annex - Capital Const-Architect Fees	1,750 00
		Warrant Total:	**1,750.00**
Warrant #: VW 00346640		**Payee Name: HOME DEPOT**	
7971224	3120179119 - 5722903	Ag Ext Svc at Carbide Park - Owners Contingency	548 00
		Warrant Total:	**548.00**
Warrant #: VW 00346688		**Payee Name: MCA COMMUNICATIONS INC**	
035115D	3120179331 - 5746010	Animal Resource Center - Capitalized Furn,Fix,& Equip	16,155 83
		Warrant Total:	**16,155.83**
Warrant # VW 00346739		**Payee Name. SCHROER MFG CO**	
376768	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-6,090 94
376768	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	121,818 73
		Warrant Total.	**115,727.79**
Warrant #: VW 00346750		**Payee Name. SOUTHEAST FIRE PROTECTION LP**	
5 073111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-794 56
5 073111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	15,891 22
		Warrant Total:	**15,096.66**
		FUND 3120 TOTAL:	**149,278.28**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
FUND: 3308	**Unlimited Tax Rd Bds Ser 2001**		
Warrant #: VW 00346764	**Payee Name: TERRACON CONSULTANTS INC**		
T225628	3308312200 - 5731009	Fort Travis Park - Professional Srvs-Rd Const	260 00
		Warrant Total:	**260.00**
		FUND 3308 TOTAL:	**260.00**
FUND: 3310	**Pass Thru Toll Rv Lt Tx BdSr07**		
Warrant #: VW 00346595	**Payee Name: DANNENBAUM ENGINEERING CORP**		
4157XX/51/11	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	75,500 00
		Warrant Total:	**75,500.00**
		FUND 3310 TOTAL:	**75,500.00**
FUND: 3312	**Unltd Tax Road Bonds Sr 2009**		
Warrant #: VW 00346556	**Payee Name: BINKLEY & BARFIELD INC**		
16331	3312312111 - 5731133	Non-County Roads - Stewart Rd-Cove View to 7mi	21,760 12
16332	3312312111 - 5731134	Non-County Roads - Stewart Rd Re-Aligned	12,580 89
		Warrant Total:	**34,341.01**
Warrant #: VW 00346637	**Payee Name: HALFF ASSOCIATES**		
H154074	3312312111 - 5731171	Non-County Roads - Palmer Hwy	22,558 75
H154114	3312312111 - 5731132	Non-County Roads - Stewart Rd-75th to Cove View	49,791 20
		Warrant Total:	**72,349.95**
Warrant #: VW 00346671	**Payee Name: LJA ENGINEERING & SURVEYING INC**		
20113196	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	7 571 00
		Warrant Total:	**7,571.00**
		FUND 3312 TOTAL:	**114,261.96**
FUND: 3370	**Ltd Tax Flood Control Bds Sr09**		
Warrant #: VW 00346628	**Payee Name: GALVESTON COUNTY CONSOLIDATED**		
081022	3370313202 - 5734252	County Flood Control Projects - Dickinson Bayou Proj	66,559 48
		Warrant Total:	**66,559.48**
		FUND 3370 TOTAL:	**66,559.48**
FUND: 3373	**Gal Cnty Cert of Oblig Sr 2008**		
Warrant #. VW 00346764	**Payee Name: TERRACON CONSULTANTS INC**		
T225639	3373296310 - 5734202	Texas City Levee - Texas City Hurrican Levee	6,217 50
		Warrant Total:	**6,217 50**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Invoice Number	Account Info		Amount
		FUND 3373 TOTAL:	**6,217.50**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00346656 **Payee Name: KRAFT, LARRY**

080111 DAMAGES	6130151431 - 5491731	General Self Insurance - Insurance Auto Liability	5,245.79
		Warrant Total:	**5,245.79**
		FUND 6130 TOTAL:	**5,245.79**

FUND: 7605 Escrow Fund

Warrant #: VW 00346755 **Payee Name: STATE OF TEXAS**

JUN 11 VICT COMP	7605000000 - 2476099	Escrow Fund - Victims Auxiliary Fund	2,071 58
		Warrant Total:	**2,071 58**

Warrant #. VW 00346768 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

JUL 11 JP6 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	1,048 05
		Warrant Total:	**1,048.05**

Warrant #: VW 00346780 **Payee Name: WALMART**

221336 081511	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	10 00
		Warrant Total:	**10.00**
		FUND 7605 TOTAL:	**3,129.63**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Summary of All Funds

Fund		Amount
1101	General Fund	560,236 03
2102	Co Clerk Rec Mgt & Pres Fund	237 54
2103	Election Srvs Contract Fund	2,199 69
2216	Probate Court Contributions Fd	57 67
2220	Adult Probation Fund	1,371 06
2230	Juvenile Justice Fund	1,097 08
2240	Sheriff's Commissary Fund	14,669 29
2242	Sheriff's Seizure Aft 10/89	874 00
2250	Law Enforcement Education Fund	130 00
2301	Road & Bridge Fund	107,794 89
2370	Flood Control Fund	11,450 10
2410	Mosquito Control District Fund	2,978 88
2420	Indigent Health Care Fund	118,643 42
2501	Child Welfare Fund	22,162 84
2601	Beach & Parks Fund	8,888 21
2824	Adult Probation Community	264 69
2842	Community Corrections	1,584.00
2848	Juv Jst Alt Education Program	350 00
2864	Auto Crimes Task Force Grant	8,223 53
2893	HMGP - IKE	935,907 18
2914	CDBG Housing Program	799,932 32
2915	CDBG Infrastructure Program	800 00
2994	Disaster Recovery - Ike	1,718 07
3100	County Capital Projects Fund	596 13
3120	Limited Tax Cnty Bldg Bds Sr09	149,278 28
3308	Unlimited Tax Rd Bds Ser 2001	260 00
3310	Pass Thru Toll Rv Lt Tx BdSr07	75,500 00
3312	Unltd Tax Road Bonds Sr 2009	114,261 96
3370	Ltd Tax Flood Control Bds Sr09	66,559 48
3373	Gal Cnty Cert of Oblig Sr 2008	6,217 50
6130	Self Insurance Reserve Fund	5,245 79
7605	Escrow Fund	3,129 63
	Grand Total:	**3,022,619.26**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/23/2011

Approved Order to pay by Commissioners Court this day August 23, 2011.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

Kevin D. O'Brien, Galveston County Commissioner, Pct 2

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

Vendor ID	Vendor Name	Bank ID	Bank Account Number	Account Type	Deposit Amount	Tape Rec No	TRNS Type
404603	BAKER STEPHEN W	313083992	0660956990	CHECKING	2 044 53		
161059	BOB PAGAN FORD INC	113100091	0385153	CHECKING	7,853 46		
071118	GALVESTON NEWSPAPERS INC	113100091	3010004038	CHECKING	64 50		
403006	KEYWORTHS HARDWARE INC	113024915	3750993754	CHECKING	166 67		
705097	LONE STAR UNIFORMS INC	113005549	111008331	CHECKING	1 045 00		
			TOTAL AMOUNT		11,174 16		
			TOTAL AMOUNT 2nd		0 00		
			NUMBER OF ENTRIES		5		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00346519	711018	A-1 IMAGING CENTERS LLC	08/23/11	1,209 62	MW	OH		
AP00346520	702471	ABI MANAGEMENT INC	08/23/11	37 369 39	MW	OH		
AP00346521	704234	ACL SERVICE LTD	08/23/11	2,028 26	MW	OH		
AP00346522	713690	AGEE ROSALINDA	08/23/11	393 08	MW	OH		
AP00346523	712322	ALANIZ, SELINA A	08/23/11	276 25	MW	OH	B7	
AP00346524	711542	ALDRIDGE & ASSOCIATES	08/23/11	227 50	MW	OH	B7	
AP00346525	017939	ALEX AIR CONDITIONING INC	08/23/11	191 25	MW	CH		
AP00346526	017004	ALL AMERICA SALES CORPORATION	08/23/11	1,601 25	MW	OH		
AP00346527	013177	ALVIN EQUIPMENT CO INC	08/23/11	668 56	MW	OH		
AP00346528	709623	AMBIT ENERGY LP	08/23/11	100 00	MW	OH		
AP00346529	709623	AMBIT ENERGY LP	08/23/11	100 00	MW	OH		
AP00346530	711832	AMERICAN HOME BUILDERS INC	08/23/11	201 551 39	MW	OH		
AP00346531	711548	AMERICAN HOMESTAR CORPORATION	08/23/11	274 953 84	MW	OH		
AP00346532	405573	AMERICAN MECHANICAL SERVICES	08/23/11	4,054 95	MW	OH		
AP00346533	013342	ANESTHESIA ASSOCIATES LLP	08/23/11	487 39	MW	OH		
AP00346534	703690	ANSWERING SPECIALISTS INC	08/23/11	199 22	MW	OH		
AP00346535	709784	AT&T MOBILITY	08/23/11	112 29	MW	OH		
AP00346536	712485	AUTOZONE INC	08/23/11	4 29	MW	OH		
AP00346537	709331	B & B ICE INC	08/23/11	204 00	MW	OH		
AP00346538	712386	BAHEC LLC	08/23/11	776 21	MW	OH		
AP00346539	711300	BARRIER REEF EMERGENCY PHYSIC	08/23/11	1 127 60	MW	OH		
AP00346540	706889	BARROW, HAL	08/23/11	27 35	MW	OH		
AP00346541	710853	BAY AREA ANESTHESIA SERVICES	08/23/11	567 84	MW	OH		
AP00346542	410419	BAY AREA APPRAISERS	08/23/11	800 00	MW	OH		
AP00346543	710828	BAY AREA HOUSTON ENDOSCOPY LP	08/23/11	609 70	MW	OH		
AP00346544	710821	BAY AREA HOUSTON GASTROENTERO	08/23/11	430 54	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Pel To	Note
AP00346545	710831	BAY AREA HOUSTON GASTROENTERO	08/23/11	635 38	MW	OH		
AP00346546	710831	BAY AREA HOUSTON GASTROENTERO	08/23/11	522 12	MW	OH		
AP00346547	704744	BAY ENVIRONMENTAL INC	08/23/11	600 00	MW	OH		
AP00346548	026047	BAYGAS INC	08/23/11	184 41	MW	OH		
AP00346549	710073	BECK DISASTER RECOVERY INC	08/23/11	31_,394 31	MW	OH		
AP00346550	712019	BELL PAULA	08/23/11	71 40	MW	OH		
AP00346551	401969	BENNETT JAMES M	08/23/11	780 00	MW	OH	B7	
AP00346552	406081	BETA TECHNOLOGY INC	08/23/11	1,350 00	MW	OH		
AP00346553	711795	BGB INTERESTS LP	08/23/11	97,418 73	MW	OH		
AP00346554	712831	BILL III, ALEX	08/23/11	65 00	MW	OH	B7	
AP00346555	713635	BINDERY SPECIALISTS OF TEXAS	08/23/11	337 50	MW	OH		
AP00346556	711556	BINKLEY & BARFIELD INC	08/23/11	36,059 08	MW	OH		
AP00346557	705535	BLEYL, AMY RUTH WILSON	08/23/11	195 00	MW	OH	B7	
AP00346558	703001	BOEDEKER CONSTRUCTION INC	08/23/11	240 00	MW	OH		
AP00346559	708352	BONDED MAINTENANCE COMPANY	08/23/11	49 961 23	MW	OH		
AP00346560	704349	BOORSTEIN, BARRY	08/23/11	292 50	MW	OH	B7	
AP00346561	401759	BOSWORTH PAPERS INC	08/23/11	74 70	MW	OH		
AP00346562	024240	BROOKSIDE EQUIP SALES INC	08/23/11	1 213 53	MW	OH		
AP00346563	713024	BROWN, RAYMOND L	08/23/11	305 81	MW	OH		
AP00346564	712308	BURGHLI HOMES PROMENADE HOMES	08/23/11	67,380 71	MW	OH		
AP00346565	701074	BUYATHREAD	08/23/11	585 00	MW	OH		
AP00346566	031559	CALICO WELDING SUPPLY CO	08/23/11	156 00	MW	OH		
AP00346567	713148	CARLISLE AMIS	08/23/11	232 56	MW	OH		
AP00346568	706200	CASTILLO MARK A	08/23/11	154 50	MW	OH	B7	
AP00346569	702081	CEASER, KENDRIC	08/23/11	1 072 50	MW	OH	B7	
AP00346570	706933	CEDRICK L MUHAMMAD PC	08/23/11	97 50	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00346571	708965	CENTURY ASPHALT LTD	08/23/11	18,397 60	MW	OH		
AP00346572	700956	CHARM-TEX	08/23/11	69 76	MW	OH		
AP00346573	712596	CHERRY CRUSHED CONCRETE	08/23/11	20 734 49	MW	OH		
AP00346574	405049	CHERRY MOVING COMPANY	08/23/11	7 100 00	MW	OH		
AP00346575	708803	CHRISTUS HEALTH SOUTHEAST TEX	08/23/11	611 00	MW	OH		
AP00346576	705613	CITATION SOLUTIONS INC	08/23/11	2 000 00	MW	OH		
AP00346577	706090	CITI BANK USA N A	08/23/11	222 20	MW	OH		
AP00346578	033985	CITY OF GALVESTON	08/23/11	291 65	MW	OH		
AP00346579	033241	CITY OF LEAGUE CITY	08/23/11	100 00	MW	OH		
AP00346580	033589	CITY OF SANTA FE	08/23/11	4,397 68	MW	OH		
AP00346581	403085	CITY OF TEXAS CITY	08/23/11	3,351 66	MW	OH		
AP00346582	033290	CLARK, DIANE	08/23/11	357 50	MW	OH	B7	
AP00346583	710180	CLEVELAND ASPHALT PRODUCTS IN	08/23/11	21,735 78	MW	OH		
AP00346584	400896	COOK DAVID	08/23/11	916 30	MW	OH	B7	
AP00346585	712542	COSTA MARIPOSA APARTMENTS	08/23/11	89 08	MW	OH		
AP00346586	407051	COUNTY AND DISTRICT CLERKS	08/23/11	110 00	MW	OH		
AP00346587	407184	COUNTY PROGRESS MAGAZINE INC	08/23/11	17 50	MW	OH		
AP00346588	707222	CPI FOODS INC	08/23/11	2 175 00	MW	OH		
AP00346589	709896	CRESCENT ENGINEERING COMPANY	08/23/11	6,822 37	MW	OH		
AP00346590	406688	CURRENT USA INC	08/23/11	181 85	MW	OH		
AP00346591	711407	CURRIE BUILDING DESIGN	08/23/11	1,750 00	MW	OH		
AP00346592	708051	D'AMBRA, LINDA	08/23/11	81 09	MW	OH		
AP00346593	704992	DAHLENBURG, MICHAEL L	08/23/11	24 00	MW	OH		
AP00346594	713554	DAIGLE, AMANDA R	08/23/11	48 25	MW	OH		
AP00346595	400693	DANNENBAUM ENGINEERING CORP	08/23/11	75,500 00	MW	OH		
AP00346596	403281	DAVID P WALKER PC	08/23/11	702 00	MW	OH	B7	

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AP00346597	711809	DAVIS III, NEAL	08/23/11	275 00	MW	OH	B7	
AP00346598	403137	DEPARTMENT OF FAMILY AND PROT	08/23/11	21,7_7 00	MW	OH		
AP00346599	042242	DEPARTMENT OF THE INTERIOR	08/23/11	6 317 50	MW	OH		
AP00346600	700546	DIAMOND HYDRAULICS INC	08/23/11	41 67	MW	OH		
AP00346601	409861	DIAMOND SHAMROCK	08/23/11	623 57	MW	OH		
AP00346602	706153	DIAZ, MARK A	08/23/11	617 50	MW	OH	B7	
AP00346603	710008	DICKEY, ROCHELL	08/23/11	103 53	MW	OH		
AP00346604	710000	DICKEY WILLIAM SHANE	08/23 11	61 20	MW	OH		
AP00346605	704331	DIRECT ENERGY LP	08/23/11	100 00	MW	OH		
AP00346606	043273	DISHER DAVID A	08/23/11	559 00	MW	OH	B7	
AP00346607	706718	DOLPHIN CHEMICAL & SUPPLY COM	08/23/11	1,606 06	MW	OH		
AP00346608	711931	DSW HOMES LLC	08/23/11	11,226 14	MW	OH		
AP00346609	045286	DUCOTE, JAMES	08/23/11	950 00	MW	OH	B7	
AP00346610	706844	EAGLIN JOSEPH	08/23/11	110 67	MW	OH		
AP00346611	713675	EDDY, CYNTHIA	08/23/11	475 42	MW	OH		
AP00346612	713692	EDGAR, RENEE	08/23/11	180 00	MW	OH		
AP00346613	712762	ELEMENTO JELEAN	08/23/11	349 13	MW	OH		
AP00346614	713534	ELLIS, RYAN J	08/23/11	247 00	MW	OH		
AP00346615	711189	FANNING AND FANNING PLLC	08/23/11	227 50	MW	OH	B7	
AP00346616	061028	FAULIN, DOUGLAS E	08/23/11	506 56	MW	OH	B7	
AP00346617	410365	FAUS, SALVADOR	08/23/11	178 75	MW	OH	B7	
AP00346618	704666	FEATHERLY CHRISTINA	08/23/11	134 64	MW	OH		
AP00346619	062067	FEDEX CORP	08/23/11	105 80	MW	OH		
AP00346620	711019	FINEGAN, SAMUEL K	08/23/11	942 50	MW	OH	B7	
AP00346621	703810	FIRST CHOICE POWER	08/23/11	200 00	MW	OH		
AP00346622	709477	FISHER, ELNA LAURA	08/23/11	1 430 00	MW	OH	B7	

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AP00346623	713602	FLORES, ISMAEL	08/23/11	1,169 00	MW	OH		
AP00346624	711912	FORT PC, M BRUCE	08/23/11	2 605 56	MW	OH	B7	
AP00346625	713384	FRAGOSO SHON C	08/23/11	225 00	MW	OH		
AP00346626	711064	FRYE AND ASSOCIATES PLLC	08/23/11	390 00	MW	OH	B7	
AP00346627	704440	FULK, GEORGE BYRON	08/23/11	520 00	MW	OH	B7	
AP00346628	706177	GALVESTON COUNTY CONSOLIDATED	08/23/11	66,559 48	MW	OH		
AP00346629	431945	GALVESTON COUNTY HEALTH DISTR	08/23/11	253 00	MW	OH		
AP00346630	071175	GALVESTON COUNTY WCID #1	08/23/11	47 34	MW	OH		
AP00346631	711807	GARRETT LAW FIRM,THE	08/23/11	954 20	MW	OH	B7	
AP00346632	408386	GEARING, MERRICK	08/23/11	350 00	MW	OH		
AP00346633	712818	GODINICH MD PA MARY JO	08/23/11	453 23	MW	OH		
AP00346634	709134	GRAHAM, CARMEN A	08/23/11	760 50	MW	OH	B7	
AP00346635	400782	GULF COAST CENTER	08/23/11	50 00	MW	OH		
AP00346636	702363	GUTHEINZ LAW FIRM LLP	08/23/11	195 00	MW	OH	B7	
AP00346637	700466	HALFF ASSOCIATES	08/23/11	76 667 95	MW	OH		
AP00346638	713136	HAMILTON, TAYLOR ELLIOT	08/23/11	300 00	MW	OH	B7	
AP00346639	712935	HOLT MD PA, MARSTON S	08/23/11	845 76	MW	OH		
AP00346640	409105	HOME DEPOT	08/23/11	548 00	MW	OH		
AP00346641	701385	HOUSTON 2 WAY RADIO INC	08/23/11	317 10	MW	OH		
AP00346642	084236	HOUSTON EQUIPMENT COMPANY	08/23/11	268 50	MW	OH		
AP00346643	706976	HVAC MECHANICAL SERVICES OF T	08/23/11	10,353 70	MW	OH		
AP00346644	011031	ISLAND FIRE & SAFETY EQUIPMEN	08/23/11	734 00	MW	OH		
AP00346645	409049	JAHN-GALVESTON INSURANCE AGEN	08/23/11	20,850 00	MW	OH		
AP00346646	409049	JAHN-GALVESTON INSURANCE AGEN	08/23/11	21 00	MW	OH		
AP00346647	701979	JONES LAW FIRM	08/23/11	585 00	MW	OH	B7	
AP00346648	705849	JONES, CHARLOTTE	08/23/11	88 74	MW	OH		

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AP00346649	701243	JONES STACEY LEE	08/23/11	1,543 75	MW	OH		
AP00346650	410476	JP MORGAN CHASE	08/23/11	296,197 31	MW	OH		
AP00346651	711435	KAFI LAW	08/23/11	156 00	MW	OH	B7	
AP00346652	704638	KALFMANN, CHARLES R	08/23/11	617 50	MW	OH	B7	
AP00346653	402386	KLEEN JANITORIAL SUPPLY COMPA	08/23/11	3 041 05	MW	OH		
AP00346654	701428	KLYNG, KERRY	08/23/11	128 52	MW	OH		
AP00346655	709556	KOCUREK MD, ALBERT T	08/23/11	1,999 40	MW	OH		
AP00346656	713691	KRAFT LARRY	08/23/11	5,245 79	MW	OH		
AP00346657	114041	KROGER CO, THE	08/23/11	89 60	MW	OH		
AP00346658	121053	LANSDOWNE MOODY CO LP	08/23/11	330 01	MW	OH		
AP00346659	713674	LAVERCNE, MARY	08/23/11	100 00	MW	OH		
AP00346660	711176	LAW OFFICE OF CS HALL PLLC	08/23/11	828 75	MW	OH	B7	
AP00346661	701780	LAW OFFICE OF DONNA L LELEUX	08/23 11	1,209 00	MW	OH	B7	
AP00346662	706605	LAW OFFICE OF MICHELE BASSETT	08/23/11	110 75	MW	OH	B7	
AP00346663	708815	LAW OFFICE OF PAUL B KENNEDY	08/23/11	669 50	MW	OH	B7	
AP00346664	710111	LAW OFFICE OF PEJMAN MAADANI	08/23/11	357 50	MW	OH	B7	
AP00346665	706067	LCR-M LIMITED PARTNERSHIP	08/23/11	25 87	MW	OH		
AP00346666	707278	LEHIGH SAFETY SHOE CO LLC	08/23/11	180 00	MW	OH		
AP00346667	123026	LIGGIOS TIRE AND SERVICE CENT	08/23/11	3 038 56	MW	OH		
AP00346669	707090	LINEBARGER GOGGAN BLAIR & SAM	08/23/11	465 70	MW	OH		
AP00346669	707090	LINEBARGER GOGGAN BLAIR & SAM	08/23/11	18 65	MW	OH		
AP00346670	707090	LINEBARGER GOGGAN BLAIR & SAM	08/23/11	4,473 15	MW	OH		
AP00346671	703141	LJA ENGINEERING & SURVEYING I	08/23/11	7 571 00	MW	OH		
AP00346672	705152	LOVE, PAUL	08/23/11	162 50	MW	OH	B7	
AP00346673	709123	M FOX CURL AND ASSOCIATES PC	08/23/11	178 10	MW	OH	B7	
AP00346674	713102	MAGNUSON HARDWARE LP	08/23/11	303 99	MW	OH		

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AP00346675	713527	MAILROOM FINANCE INC	08/23/11	2,291 00	MW	OH		
AP00346676	136192	MAINLAND TOOL AND SUPPLY INC	08/23/11	315 00	MW	OH		
AP00346677	709125	MAIONEY & PARKS LLP	08/23/11	910 00	MW	OH	B7	
AP00346678	406588	MANGLE, CHRISTINE L	08/23/11	3 900 00	MW	OH	B7	
AP00346679	706759	MANLEY ENTERPRISE INC	08/23/11	2,045 00	MW	OH		
AP00346680	712884	MARCUS, AARON C	08/23/11	23 34	MW	OH		
AP00346681	409490	MARK I PLUMBING INC	08/23/11	403 97	MW	OH		
AP00346682	704124	MARTIN THOMAS A	08/23/11	845 00	MW	OH	B7	
AP00346683	705312	MARTY'S CITY AUTO INC	08/23/11	7,182 66	MW	OH		
AP00346684	704848	MASIERS, JULIE	08/23/11	192 84	MW	OH		
AP00346685	407317	MATHESON TRI-GAS INC	08/23/11	241 82	MW	OH		
AP00346686	131391	MATTHEWS INC	08/23/11	6,240 00	MW	OH		
AP00346687	705185	MAUZY BRUCE	08/23/11	143 00	MW	OH	B7	
AP00346688	705697	MCA COMMUNICATIONS INC	08/23/11	16 155 83	MW	OH		
AP00346689	707872	MCQUAGE PC, THOMAS W	08/23/11	4,273 80	MW	OH		
AP00346690	131029	MCREE FORD INC	08/23/11	122 66	MW	OH		
AP00346691	709045	MEIER, SHARON K	08/23/11	1 014 00	MW	OH	B7	
AP00346692	711185	MEMORIAL HERMANN HOSPITAL S/S	08/23/11	13 525 98	MW	OH		
AP00346693	713385	MEMORIAL PATHOLOGY CONSULTANT	08/23/11	63 62	MW	OH		
AP00346694	403826	MICKEY'S MARINE SERVICE INC	08/23/11	1,406 96	MW	OH		
AP00346695	713008	MIDDLETON BROWN LLC	08/23/11	2,898 75	MW	OH		
AP00346696	708832	MONTY NICHOLS INC	08/23/11	141 00	MW	OH		
AP00346697	432262	MOORE, DAN	08/23/11	257 83	MW	OH		
AP00346698	707530	MTM TECHNOLOGIES INC	08/23/11	6 996 00	MW	OH		
AP00346699	405987	MUELLER, DINAH J	08/23/11	429 00	MW	OH	B7	
AP00346700	702027	MULTI SERVICE CORPORATION	08/23/11	187 49	MW	OH		

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AP00346701	VOID CONTINU	Void - Continued Stub	08/23/11	0 00	VM	OH		Void
AP00346702	710385	MUNRO S UNIFORM SERVICES LTD	08/23/11	1 329 92	MW	OH		
AP00346703	705888	NAJER, MAURICE	08/23/11	695 75	MW	OH	B7	
AP00346704	711813	NASA BONE & JOINT SPECIALISTS	08/23/11	1,932 83	MW	OH		
AP00346705	141127	NATIONAL INSTITUTE OF GOVERNM	08/23/11	505 00	MW	OH		
AP00346706	402296	NATIONAL SHERIFF'S ASSOCIATIO	08/23/11	874 00	MW	OH		
AP00346707	713123	NB GRAPHICS LLC	08/23/11	381 00	MW	OH		
AP00346708	400707	NICKELSON, LINDA J	08/23/11	390 00	MW	OH	B7	
AP00346709	711213	NPG ENERGY INC	08/23/11	500 00	MW	OH		
AP00346710	152033	OFFICE DEPOT INC	08/23/11	57 67	MW	OH		
AP00346711	710160	ORTIZ-TAING LAW FIRM PC	08/23/11	305 50	MW	OH	B7	
AP00346712	710160	ORTIZ-TAING LAW FIRM PC	08/23/11	633 75	MW	OH	B7	
AP00346713	401873	OTIS ELEVATOR CO CORP	08/23/11	2 774 82	MW	OH		
AP00346714	400105	OWEN ELECTRIC SUPPLY	08/23/11	6 988 47	MW	OH		
AP00346715	409788	PAT S	08/23/11	68 00	MW	OH		
AP00346716	707161	PATHMARK TRAFFIC PRODUCTS OF	08/23/11	495 00	MW	OH		
AP00346717	705136	PENINSULA SANITATION SERVICE	08/23/11	900 00	MW	OH		
AP00346718	705136	PENINSULA SANITATION SERVICE	08/23/11	310 00	MW	OH		
AP00346719	704573	PEPPERBALL TECHNOLOGIES INC	08/23/11	762 00	MW	OH		
AP00346720	709286	PESTMASTER SERVICES INC	08/23/11	3,390 08	MW	OH		
AP00346721	709286	PESTMASTER SERVICES INC	08/23/11	3 050 40	MW	OH		
AP00346722	702340	PETERS CHRIS	08/23/11	1 292 60	MW	OH		
AP00346723	163014	PINE FOREST APARTMENTS	08/23/11	100 00	MW	OH		
AP00346724	405621	PORT SUPPLY	08/23/11	188 33	MW	OH		
AP00346725	713447	PRESCOTT, TERESA	08/23/11	144 30	MW	OH		
AP00346726	700863	PUTNAM TREE SERVICE	08/23/11	1,499 00	MW	OH		

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AP00346727	055012	R B EVERETT & CO	08/23/11	503 53	MW	OH		
AP00346728	410560	R M SILKSCREEN	08/23/11	3 651 00	MW	OH		
AP00346729	706403	REED ELSEVIER INC	08/23/11	59 00	MW	OH		
AP00346730	711814	ROGERS, PHOENIX	08/23/11	17 33	MW	OH		
AP00346731	184572	ROMCO INC	08/23/11	246 12	MW	OH		
AP00346732	712827	ROMERO LAW FIRM PC	08/23/11	117 00	MW	OH	B7	
AP00346733	713415	ROWE WALTER	08/23/11	1,584 00	MW	OH	B7	
AP00346734	710577	RUSSELL GREG	08/23/11	390 00	MW	OH	B7	
AP00346735	712413	RUZZO, PATRICK J	08/23/11	357 50	MW	OH	B7	
AP00346736	713244	SALINSKY LAW OFFICES	08/23/11	1,040 00	MW	OH	B7	
AP00346737	191023	SANTA FE AUTO PARTS INC	08/23/11	4,051 69	MW	OH		
AP00346738	713316	SARGENT, WILLIAM K	08/23/11	549 16	MW	OH		
AP00346739	712880	SCHROER MFG CO	08/23/11	115,727 79	MW	OH		
AP00346740	701888	SCOTT SHELBY	08/23/11	552 50	MW	OH	B7	
AP00346741	711834	SEARS & BENNETT LLP	08/23/11	1,137 50	MW	OH	B7	
AP00346742	192146	SEASIDE ENTERPRISES INC	08/23/11	57 13	MW	OH		
AP00346743	713490	SHEPMAN WATKINS PLLC	08/23/11	190 00	MW	OH	B7	
AP00346744	400542	SHERWIN WILLIAMS PAINT CORP	08/23/11	267 10	MW	OH		
AP00346745	712452	SHOAL POINT INVESTMENTS	08/23/11	100 00	MW	OH	RE	
AP00346746	706313	SKUFCA, RICHARD	08/23/11	55 08	MW	OH		
AP00346747	709133	SNIDER TIRE INC	08/23/11	1,014 40	MW	OH		
AP00346748	701585	SOUTH HOUSTON CONCRETE PIPE &	08/23/11	2 800 00	MW	OH		
AP00346749	712436	SOUTH LAND TITLE LLC	08/23/11	616,812 87	MW	OH		
AP00346750	705477	SOUTHEAST FIRE PROTECTION LP	08/23/11	15,096 66	MW	OH		
AP00346751	713129	SOUTHWEST T & I INC	08/23/11	761 55	MW	OH		
AP00346752	713176	SPRINT WASTE SERVICES LP	08/23/11	870 02	MW	OH		

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AP00346753	194159	STANDARD STEEL SUPPLY INC	08/23/11	410 38	MW	OH		
AP00346754	708844	STARTER ELECTRICITY LLC	08/23/11	100 00	MW	OH		
AP00346755	405006	STATE OF TEXAS	08/23/11	2 071 58	MW	OH		
AP00346756	194514	STEVENS, MARK W	08/23/11	708 50	MW	OH	B7	
AP00346757	709091	STICKLER TOMMY JAMES	08/23/11	3,168 75	MW	OH	B7	
AP00346758	713295	STOKES MIKE	08/23/11	20 00	MW	OH		
AP00346759	702839	SUHLER, DAVID	08/23/11	390 00	MW	OH	B7	
AP00346760	711234	SULLIVAN LAND SERVICES LTD	08/23/11	126,471 62	MW	OH		
AP00346761	712040	SUMMERLIN PLLC, ROBERT E	08/23/11	1,166 25	MW	OH	B7	
AP00346762	405712	SUN COAST RESOURCES INC	08/23/11	55 450 72	MW	OH		
AP00346763	708593	SYNERGY SOFTWARE TECHNOLOGIES	08/23/11	3,905 10	MW	OH		
AP00346764	703876	TERRACON CONSULTANTS INC	08/23/11	6 477 50	MW	OH		
AP00346765	405881	TEXAS AGRILIFE EXTENSION	08/23/11	34 00	MW	OH		
AP00346766	711527	TEXAS CHIEF DEPUTIES ASSOCIAT	08/23/11	24 00	MW	OH		
AP00346767	708583	TEXAS LAW & PSYCHIATRY PLLC	08/23/11	1 200 00	MW	OH		
AP00346768	202267	TEXAS PARKS AND WILDLIFE DEPT	08/23/11	1,048 05	MW	OH		
AP00346769	406147	THOMA, JOHN	08/23/11	2,309 00	MW	OH	B7	
AP00346770	710228	THOMPSON, SHELLY	08/23/11	223 89	MW	OH		
AP00346771	709925	TRAVIS COUNTY	08/23/11	740 00	MW	OH		
AP00346772	712290	TREE-MENDUS	08/23/11	1 475 00	MW	OH		
AP00346773	711566	TREVINO, ISMAEL	08/23/11	942 50	MW	OH	B7	
AP00346774	709465	TRUE COURAGE	08/23/11	100 00	MW	OH	RE	
AP00346775	710003	U S ENERGY SAVINGS CORP	08/23/11	112 93	MW	OH		
AP00346776	701539	UNITED PARCEL SERVICE	08/23/11	136 10	MW	OH		
AP00346777	709761	USA MOBILITY WIRELESS INC	08/23/11	183 40	MW	OH		
AP00346778	402812	UTMB	08/23/11	93,456 00	MW	OH		

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AP00346779	233414	W C S INDUSTRIES INC	08/23/11	91 00	MW	OH		
AP00346780	706298	WALMART	08/23/11	10 00	MW	OH		
AP00346781	710049	WILLIAMS, MARGARET S	08/23/11	456 76	MW	OH		
AP00346782	234088	WOLTZ JAMES W	08/23/11	199 32	MW	OH		
AP00346783	711403	WRIGHT ANDREW A	08/23/11	950 00	MW	OH	B7	
AP00346784	242016	XEROX CORPORATION	08/23/11	129 07	MW	OH		
AP00346785	713678	YATES LESLIE BROCK	08/23/11	55 18	MW	OH	EX	
AP00346786	712998	ZENDEH DEL AND ASSOCIATES PLL	08/23/11	1 800 00	MW	OH	B7	
AP00346787	711209	ZOLL, ERIKA SUSAN	08/23/11	1,020 50	MW	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	3011,445 10	Number of Checks Processed	208
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
S U B T O T A L	3011,445 10		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000252	404603	BAYER STEPHEN W	08/23/11	2,044 53	CX	CH	B7	
FT00000253	161059	BOB PACAN FORD INC	08/23/11	7 853 46	CX	OH		
FT00000254	071118	GALVESTON NEWSPAPERS INC	08/23/11	54 50	CX	OH		
FT00000255	403006	KEYWORTHS HARDWARE INC	08/23/11	166 67	CX	OH		
FT00000256	705097	LONE STAR UNIFORMS INC	08/23/11	1,045 00	CX	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	11 174 16	Number of Checks Processed	5
S U B T O T A L	11,174 16		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	3011 445 10	Number of Checks Processed	268
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	11 174 16	Number of Checks Processed	5
G R A N D T O T A L	3022,619 26		

AGENDA ITEM #1b

ORDER

On this the 23rd day of August 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark A Henry, County Judge
Patrick Doyle, Commissioner, Precinct No 1
Kevin D 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 Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Aug 17th 2011 and being salary warrant numbers **PY0332668 through PY0332687and EFT90308382 through EFT90309707.** The gross amount of such warrants are estimated **$2,885,982.43 for Biweekly Payroll #17, 2011.**

UPON MOTION OF COUNTY ~~COMMISSIONER~~ **COUNTY JUDGE** **HENRY** AND SECONDED

BY COMMISSIONER **O'BRIEN** THE ABOVE ORDER WAS PASSED THIS **23RD** DAY

OF **AUG.**, 2011 with **5** votes cast in favor thereof and **0** votes cast against

COUNTY OF GALVESTON, TEXAS

Mark A Henry, County Judge

ATTEST:

Dwight D Sullivan
County Clerk

RECOMMENDED:

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #2

STACY WHITEHURST
SUPERVISOR, REGULATORY POLICY

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
AUG 16 2011
GALVESTON COUNTY JUDGE

August 11, 2011

Honorable Judge James D Yarbrough
722 Moody
Galveston, Texas 77550
Galveston County

Honorable Judge Yarbrough

As required in House Bill 3059, Section 366 005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent

Any questions please contact Kendall Evans at 469-484-8585

Sincerely,

Stacy R Whitehurst

SRW/ps
Enclosure

cc: Kendall Evans

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
2028 AVENUE I	DICKINSON TX 77539	28-JUN-2011	524199
FM 517	DICKINSON TX 77539	20-JUL-2011	526779
2402 MARINA BAY DR UNIT F	LEAGUE CITY TX 77573	13-JUN-2011	522911
12 GREEN ISLE AVE UNIT ENTRAN	DICKINSON TX 77539	23-MAY-2011	521349
2357 OPAL SPRINGS LN	FRIENDSWOOD TX 77546	26-MAY-2011	521829
1103 MUSTANG DR	FRIENDSWOOD TX 77546	15-JUL-2011	526179
4054 BASSWOOD DR	DICKINSON TX 77539	27-JUL-2011	527559
4031 PALMETTO CT	DICKINSON TX 77539	27-JUL-2011	527589
4039 PALMETTO CT	DICKINSON TX 77539	27-JUL-2011	527590
305 TURQUOISE TRADE DR	LA MARQUE TX 77568	07-JUN-2011	522519
W 744 FM 517	DICKINSON TX 77539	30-JUN-2011	524531
135 TONKAWA CANYON DR	LA MARQUE TX 77568	30-JUN-2011	524559
1314 STEELE DR	FRIENDSWOOD TX 77546	26-JUL-2011	527409
2312 FALCON RIDGE BLVD	FRIENDSWOOD TX 77546	25-MAY-2011	521499
1101 MUSTANG DR	FRIENDSWOOD TX 77546	19-JUL-2011	526689
3321 1/2 18TH N AVE UNIT LITE	TEXAS CITY TX 77590	25-MAY-2011	521649
6091 1/2 TRENT CT	LEAGUE CITY TX 77573	13-JUL-2011	525879
1815 GILL RD	DICKINSON TX 77539	06-JUN-2011	522369
1556 1/2 VIEJO RD	LEAGUE CITY TX 77573	01-AUG-2011	528159
9850 EMMETT F LOWRY	TEXAS CITY TX 77591	14-JUN-2011	522969
2809 AVENUE B	DICKINSON TX 77539-7821	03-JUN-2011	160803
S FRIENDSWOOD DR UNIT 113	FRIENDSWOOD TX 77546	14-JUL-2011	525909
2405 VIRGINIA AVE	LEAGUE CITY TX 77573	27-MAY-2011	521920
1375 MESSINA CT	LEAGUE CITY TX 77573-3271	19-JUN-2011	461288
MAIN	LA MARQUE TX 77568	14-JUN-2011	522939
E 4311 FM 517 UNIT ICEMAC	DICKINSON TX 77539	09-JUN-2011	522699
430 HWY 146 UNIT STATIO	TEXAS CITY TX 77590	08-AUG-2011	529029
430 HWY 146 UNIT FOOD	TEXAS CITY TX 77590	08-AUG-2011	529030

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
5102 39TH ST LOT 1/2	DICKINSON TX 77539	29-JUN-2011	524290
130 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	29-JUN-2011	524291
S 907 FRIENDSWOOD DR UNIT 113	FRIENDSWOOD TX 77546	15-JUL-2011	526209
W 3000 PARKWOOD AVE	FRIENDSWOOD TX 77546	24-MAY-2011	521409
8200 25TH N AVE	TEXAS CITY TX 77591	10-AUG-2011	529239
2705 OHIO	LEAGUE CITY TX 77573	19-MAY-2011	521019
4227 SCENIC DR	DICKINSON TX 77539	07-JUL-2011	525129
S 1003 FRIENDSWOOD DR	FRIENDSWOOD TX 77546	18-JUL-2011	526300
2221 1/2 COCHISE TRAIL	LEAGUE CITY TX 77573	18-JUL-2011	526419
3042 CAMELIA VIEW LN	LEAGUE CITY TX 77573	22-JUL-2011	526989
N 502 WESTWARD	TEXAS CITY TX 77591	06-JUN-2011	522370
1 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528699
2 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528729
3 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528730
4 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528759
5 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528760
6 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528761
7 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528762
9 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528763
8 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528764
10 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528765
11 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528766
12 DOMINION CT	FRIENDSWOOD TX 77546	05-AUG-2011	528789
520 DALLAS ST UNIT A	LEAGUE CITY TX 77573	05-AUG-2011	528879
1807 ORIOLE DR	LEAGUE CITY TX 77573	05-AUG-2011	528880
217 SPLINTERED ARROW DR	LA MARQUE TX 77568	22-JUL-2011	527169
3324 VERDE MEADOW DR	TEXAS CITY TX 77591	15-JUL-2011	526269
2232 LAKEWAY DR	FRIENDSWOOD TX 77546	31-MAY-2011	522009

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
2407 VIRGINIA AVE	LEAGUE CITY TX 77573	27-MAY-2011	521919
7111 MEDICAL CENTER DR	TEXAS CITY TX 77591	06-JUL-2011	524979
N 10 HERITAGE OAK DR	TEXAS CITY TX 77591	24-MAY-2011	521439
7801 EMERALD OAK DR	TEXAS CITY TX 77591	24-MAY-2011	521440
3413 ASH DR	DICKINSON TX 77539	24 MAY-2011	521469
8018 EMERALD OAK DR	TEXAS CITY TX 77591	08-JUN-2011	522550
2265 NANCY UNIT HSE	ALVIN TX 77511	08-JUL-2011	525339
S 601 FRIENDSWOOD DR UNIT 103	FRIENDSWOOD TX 77546	26-MAY-2011	521709
3503 BORDEN GULLY DR	DICKINSON TX 77539	26-MAY-2011	521739
1620 9TH N AVE UNIT #A	TEXAS CITY TX 77590	01-JUN-2011	522129
5420 CENTURY BLVD	TEXAS CITY TX 77591	03-JUN-2011	522279
S 2534 GULF FWY	LEAGUE CITY TX 77573	05-JUL-2011	524709
1012 20TH N ST	TEXAS CITY TX 77590	28-JUL-2011	527919
416 JACKSON GULLY CT	DICKINSON TX 77539	11-JUL-2011	525549
8006 BIG OAK DR	TEXAS CITY TX 77591	19-JUL-2011	526659
8018 BIG OAK DR	TEXAS CITY TX 77591	19-JUL-2011	526660
2317 CEDAR DR LOT 1A	LA MARQUE TX 77568	05-AUG-2011	528669
225 SHOSHONE RIDGE DR	LA MARQUE TX 77568	05-JUL-2011	524739
107 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	05-JUL-2011	524740
E 111 WILLOWICK AVE UNIT D	FRIENDSWOOD TX 77546	16-JUN-2011	523186
7516 WETZEL RD	DICKINSON TX 77539	18-JUL-2011	526449
2806 OHIO AVE UNIT # B	DICKINSON TX 77539	09-AUG-2011	529149
S 2325 FRIENDSWOOD DR	FRIENDSWOOD TX 77546	30-JUN-2011	524499
4048 BASSWOOD DR	DICKINSON TX 77539	31-MAY-2011	522069
4050 BASSWOOD DR	DICKINSON TX 77539	31-MAY-2011	522070
4041 PALMETTO CT	DICKINSON TX 77539	31-MAY-2011	522071
949 MARESCA LN	LEAGUE CITY TX 77573	27-JUN-2011	523989

AGENDA ITEM #3

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston Line (409) 770-5562

Houston Line (281) 316-8300

Fax Line (409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

August 15, 2011

RECEIVED
AUG 17 2011
GALVESTON COUNTY JUDGE

Hon. Mark Henry
Hon County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re Claim for Damages
Claimant: Larry Kraft
Date of Loss 08/01/11
Amount: $5, 245.79

Gentlemen

This is to request the court's approval of a proposed settlement in connection with the above referenced matter.

The claimant's vehicle was damaged in an auto accident wherein a Juvenile Justice vehicle veered to the left to avoid rear ending a vehicle that had stopped in traffic and subsequently struck claimant's vehicle causing damage in the amount of $5,245 79 The settlement amount represents the full amount of damages. There are no additional claims pending in this matter at this time.

Upon your approval and receipt of an executed settlement agreement, I will forward 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 Brent Norris, Juvenile Justice Department

AGENDA ITEM #4

8/2/11

Galveston County NIMS Training Compliance: Quarterly Report to Commissioner's Court- August 2011

Background

In December 2010 the Commissioner's Court passed a resolution adopting a NIMS Training Implementation Plan with the aim of ensuring that Galveston County employees are meeting the training standards set forth under NIMS A component of the plan calls for reporting of the status of NIMS training compliance to Commissioner's Court on a quarterly basis This report constitutes the second quarterly report to Commissioner's Court since adoption of this plan

Current NIMS Training Compliance Level

Based on the criteria set forth within the NIMS Training Implementation Plan, there are currently 251 employees of the County with a NIMS training requirement (Note: There are additional persons who are RECOMMENDED to complete NIMS training). Out of those 251 persons, currently 239 have completed ALL of their required training Therefore,

95% of Galveston County employees with required training are fully compliant

Conclusion

Since adoption of the NIMS Implementation Plan in December of last year, a considerable number of NIMS training has been completed by Galveston County employees The first report to Commissioner's Court was made in April, and at that time 87% of employees were fully compliant. Therefore, we have seen an 8% increase, or 20 more employees with completed training since April. At this time there are still 12 county employees who need to complete their training. The annual NIMSCAST rollup, which provides our compliance status to DHS, is due September 30th Therefore, the remaining persons must complete training in the next month or we will fail to achieve 100% compliance when the numbers are reported to DHS The next report to Commissioner's Court will be made in November The attached spreadsheet details the NIMS training status of all county employees which are required to complete the training All remaining persons are law enforcement, Sheriff's office and Constable's. Incomplete training is marked with a "O "

Mike Stokes

Mike Stokes- Signed August 11, 2011

Prepared by Mike Stokes-Homeland Security Coordinator
Galveston County Office of Emergency Management

Galveston County NIMS Training Master List

Sheriff's Office

Last	First	Position Title	Cat	IS-700	IS-100	IS-200	IS-800	ICS-300	ICS-400	IS-701	IS-702	IS-703	IS-704
Aanerund	Avery	Deputy	1	8/28/08	8/28/08								
Alcala	David	Deputy	1	8/28/10	9/10/08	8/24/10	8/28/10						
Alfred	Marcus	Deputy	1	8/28/08	8/28/08	6/30/10	7/2/10						
Allen	Donald	Reserve Deputy	1	9/24/10	9/24/10								
Avendano	Richard	Deputy	1	8/29/08	8/29/08								
Balchunas	Bruce	Investigator	1	12/13/07	12/13/07								
Barr	Eddie	Reserve Deputy	1	9/24/10	9/24/10								
Barrow	Hal	Sergeant	2	10/12/06	10/12/06	11/3/06	11/3/06						
Barry	Mike	Investigator	1	12/26/07	12/26/07								
Bates	Karen	Deputy	1	8/21/10	9/9/10								
Batten	Robert	Deputy	1	7/2/10	6/30/10	6/30/10	7/20/10						
Bell	Michael	Investigator	1	10/19/07	10/19/07								
Benavides	Mike	Lieutenant	1	10/16/07	10/16/07	9/20/10	9/20/10	2/2/11	2/4/11				
Benoist	Ray	Captain	3	9/27/08	8/10/08	6/14/10	8/17/10	7/16/10	12/16/10	9/28/10	9/28/10	9/28/10	9/28/10
Birdow	Josette	Sergeant	2	6/9/06	6/9/06	6/9/06	6/9/06	3/28/08	3/28/08				
Black	Ray	Deputy	1	8/19/10	8/19/10								
Bonner	Mark	Investigator	1	12/14/07	12/14/07								
Bourgeois	Terry	Deputy	1	6/20/08	6/20/08	6/20/08	6/20/08						
Bouse	Donna	Deputy	1	8/28/10	8/24/10	8/24/10	8/28/10						
Brinley	Jonathan	Deputy	1	9/7/07	9/7/07	9/7/07	9/8/07						
Brown	Elizabeth	Deputy	1	9/22/10	10/7/08								
Bryant	Christopher	Deputy	1	9/6/10	9/5/10	9/11/10							
Burrows	Randy	Lieutenant	3	3/2/08	5/4/08	9/13/10	9/27/10	12/14/10	12/16/10				
Cagle	Rejeania	Deputy	1	10/16/07	10/16/07								
Canell	Ken	Reserve Deputy	1	10/4/05	4/4/06	5/14/06	5/14/06						
Cantrell	Trenton	Deputy	1	9/23/10	9/23/10								
Castro	Jaime	Lieutenant	3	10/11/07	10/11/07	7/7/10	7/1/10	7/16/10	12/16/10	9/29/10	9/30/10	10/4/10	10/6/10
Castro	Jose	Detective	1	9/23/10	9/23/10								
Cavness	Kyle	Deputy	1	9/2/08	9/2/08								
Cazares	Elias	Investigator	1	10/16/07	10/16/07								

Clark	Tyrone	Reserve Deputy	1	9/28/10	9/28/10							
Clausen	Matthew	Reserve Deputy	1	9/21/10	9/20/10	9/21/10						
Cogburn	Scott	Deputy	1	9/17/10	9/17/10	9/17/10	9/17/10					
Collins	Claude	Investigator	1	10/18/07	10/18/07							
Collins	Melissa	Detective	1	7/20/08	7/20/08	7/20/08	7/20/08					
Collins	Craig	Reserve Deputy	1	9/24/10	9/23/10							
Considine	Doug	Deputy	1	9/17/10	9/17/10							
Cook	Wayne	Deputy	4	10/23/06	10/23/07	10/23/07	6/13/08	10/25/07	7/28/09	7/11/11	8/2/11	8/2/11	8/2/11
Cook	Barry	Captain	4	6/29/07	5/30/07	5/30/07	6/22/07	6/18/07	8/3/07	9/28/10	9/21/10	9/21/10	9/21/10
Cook	Charles	Investigator	1	9/28/10	9/28/10	9/28/10						
Cooley	Brent	Deputy	1	9/8/08	9/8/08							
Cox	Barry	Reserve Deputy	1	5/17/07	3/13/07	5/15/07	5/19/07					
Creech	Leonard	Investigator	1	3/31/08	3/27/08	3/31/08						
Davidson	Jonathan	Deputy	1	9/18/10	9/18/10							
Davis	Roger	Deputy	1	9/5/08	9/5/08							
Dennis	Fred	Sergeant	2	7/22/08	7/22/08	7/22/08	8/28/08					
Devillier	Kermit	Deputy	1	9/18/10	9/18/10							
Doan	Jimmy	Reserve Deputy	1	9/20/10	9/20/10							
Dodd	Robert	Deputy	1	9/6/08	8/29/08							
Doolittle	Virginia	Civilian	4	9/22/10	9/22/10	9/23/10	9/23/10	12/14/10	12/16/10	5/10/11	5/10/11	5/11/11	5/12/11
Dunn	Christopher	Sergeant	2	8/29/08	8/29/08	9/20/10						
Echols	Gary	Investigator	1	12/11/07	12/11/07							
Ekelund	Oscar	Reserve Deputy	1	9/24/10	9/24/10							
Ellis	John	Deputy	1	10/26/07	10/28/07							
Fernandez	John	Deputy	1	6/25/07	6/25/07	6/26/07	7/12/07					
Filidei	Christopher	Deputy	1	7/2/10	6/30/10	6/30/10	7/2/10					
Foster	Cliff	Deputy	1	7/2/10	6/30/10	7/2/10	7/2/10					
Freeman	Kelly	Deputy	1	3/22/11	9/23/10							
Friedley	Richard	Deputy	1	10/17/07	10/17/07							
Galicia	Robert	Deputy	1	1/30/09	1/27/09	1/28/09	1/30/09					
Galindo	David	Deputy	1	9/20/10	9/20/10							
Garrett	Richard	Reserve Deputy	1	9/27/10	9/20/10	9/27/10						
Garvin	Wilford	Reserve Deputy	1	9/23/10	9/23/10							
Garza	Israel	Deputy	1	10/17/07	10/17/07							

Gerald	Mark	Deputy	1	1/4/06	6/11/10	6/11/10	3/29/06	6/22/10					
Gills	Nina	Deputy	1	10/16/07	10/16/07								
Gilstrap	Ronald	Reserve Deputy	1	9/24/10	9/24/10								
Glaze	Renita	Sergeant	2	5/17/05	2/7/08	2/7/08	2/8/08						
Glick	John	Reserve Deputy	1	9/21/10	9/21/10								
Greenwood	Linda	Reserve Deputy	1	6/29/09	6/29/09								
Hall	Gary	Sergeant	2	9/11/10	8/28/10	9/11/10							
Hansen	Tommy	Lieutenant	3	7/2/10	6/29/10	6/30/10	O	12/14/10					
Hansen	Charles	Deputy	1	8/28/08	8/28/08	7/2/10	7/2/10						
Harper	Tammy	Reserve Deputy	1	9/17/10	9/17/10								
Hayes	Greg	Investigator	1	1/11/07	1/11/07	1/11/07	1/11/07	3/28/08	3/28/08				
Heaton	Robert	Reserve Deputy	1	9/25/10	9/25/10								
Henson	Mike	Chief Deputy	4	8/14/10	8/17/09	8/18/09	8/15/10	O	O	O	O	O	O
Hernandez	Susan	Deputy	1	9/20/10	9/20/10								
Hernandez	Reyes	Deputy	1	6/24/06	1/8/10	1/8/10	1/8/10						
Herndon	James	Deputy	1	6/20/08	6/20/08	6/20/08	6/20/08						
Heuszel	Karen	Reserve Deputy	1	9/22/10	9/22/10								
Heuszel	Harold	Reserve Deputy	1	9/22/10	9/22/10	3/26/07	3/28/07						
Hill	Ronald	Sergeant	2	9/17/10	9/17/10	9/17/10	9/17/10						
Houston	Sam	Reserve Deputy	1	9/20/10	9/20/10								
Howell	Christopher	Deputy	1	6/24/10	6/23/10	6/23/10	6/24/10						
Hudson	Douglas	Sergeant	2	10/16/07	10/16/07	9/17/10	9/17/10						
Ihde	Margo	Deputy	1	6/30/10	6/30/10	6/30/10	7/2/10						
Ingrasin	James	Reserve Deputy	1	7/30/07	7/30/07	7/23/08							
Isaacks	Darrell	Captain	3	9/21/10	10/16/07	9/29/10	9/16/10	7/16/10	12/16/10				
Jackson	Jay	Deputy	1	9/17/10	9/17/10								
Jackson	Reginald	Deputy	1	10/17/07	10/17/07								
Jania	Frank	Reserve Deputy	1	9/20/10	10/5/06								
Johnson	Mary	Chief Deputy	4	1/4/06	3/23/06	3/24/06	3/22/06	3/28/08	3/28/08	3/28/11	3/28/11	3/29/11	O
Johnson	Ken	Reserve Deputy	1	O	O								
Jones	Ken	Reserve Deputy	1	7/8/10	7/7/10	7/7/10							
Jones	Christopher	Deputy	1	7/2/10	6/30/10	6/30/10	7/2/10						
Jorgenson	Cassandra	Deputy	1	9/5/10	9/5/10								
Joseph	B T	Reserve Deputy	1	9/23/10	9/23/10								

Kemp	Pat	Sergeant	2	6/2/06	6/18/08	6/18/08	6/20/08						
Khaled	Amanda	Deputy	1	9/25/09	9/25/09	9/25/09	9/25/09						
Kilburn	William	Deputy	1	10/16/07	10/16/07								
Kilgore	Stacy	Captain	3	6/21/06	7/3/07	7/3/07	7/3/07	3/28/08	3/28/08				
Knight	Kevin	Deputy	1	9/24/10	9/23/10								
Krivokopich	Rick	Reserve Deputy	1	10/17/07	10/17/07								
Larvin	Perry	Lieutenant	3	9/18/10	9/18/10	9/19/10	9/20/10	12/14/10	12/16/10				
Leago	Kevin	Reserve Deputy	1	9/17/05	4/23/06	5/1/06	6/16/06						
Lina	Ronald	Deputy	1	8/28/08	6/20/06								
Linkey	Jake	Deputy	1	9/18/10	9/18/10								
Littlefield	Daniel	Reserve Deputy	1	9/21/10	9/21/10								
Loving	Robert	Reserve Deputy	1	9/24/10	9/24/10								
Lozano	Jose	Deputy	1	10/16/07	10/16/07								
Lozica	Shawn	Detective	1	9/10/08	9/10/08								
Macdonald	William	Investigator	1	10/19/07	10/19/07								
Maceo	Victor	Sergeant	4	5/21/10	5/21/10	5/26/10	O	5/25/10	12/16/10	O	O	O	O
Maddux	Marina	Deputy	1	9/6/10	9/6/10								
Maldonado	Louis	Deputy	1	9/9/08	9/9/08								
Manuel	Jacob	Deputy	1	7/14/06	7/24/06	7/24/06	4/10/07						
Martin	David	Reserve Deputy	1	9/24/10	9/24/10								
Martinez	Lucio	Deputy	1	8/29/08	8/29/08								
Mayfield	Russell	Reserve Deputy	1	8/25/07	8/24/07	9/10/07							
McCarvell	Christopher	Deputy	1	8/20/10	8/20/10								
McGaffey	Mark	Deputy	1	10/16/07	10/16/07								
McIntosh	Karjeffery	Deputy	1	6/21/06	4/17/08	4/9/08	4/18/08						
McKinney	Elton	Reserve Deputy	1	9/23/10	9/23/10								
Miller	B J	Reserve Deputy	1	12/11/07	12/11/07		3/28/08	3/28/08	3/28/08				
Moore	Franklin	Deputy	1	8/18/10	8/18/10								
Muelberger	Michael	Reserve Deputy	1	9/18/10	9/18/10	9/18/10							
Muraca	Michael	Deputy	1	7/2/10	6/30/10	6/30/10	7/2/10						
Netherton	Jerry	Deputy	1	10/1/06	9/24/10								
Nolen	Ray	Captain	3	3/18/11	4/12/06	4/13/06	3/18/11	2/13/08	3/28/08	7/29/10		7/29/10	
O'Briant	William	Investigator	1	10/16/07	10/16/07								
O'Donohoe	Sean	Reserve Deputy	1	O	O								

Ostermayer	Justin	Deputy	1	9/20/10	9/20/10								
Pena	Juan	Reserve Deputy	1	9/22/10	9/21/10								
Poor	Freddie	Sheriff	4	7/10/06	8/5/08	8/5/08	9/22/10	7/16/10	12/16/10	12/14/10	12/22/10	12/26/10	12/27/10
Pruitt	John	Captain	3	10/16/07	10/16/07	9/17/10	8/18/10	O					
Putnam	John	Sergeant	2	8/1/07	8/1/07	9/24/10							
Raeburn	Brandt	Sergeant	2	9/21/10	9/21/10	9/22/10	9/22/10	12/14/10	12/16/10				
Ramirez	David	Deputy	1	7/2/10	6/30/10	6/30/10	7/2/10						
Ramirez	Val	Deputy	1	4/18/08	4/18/08	4/18/18	4/18/08						
Ramos	Richard	Reserve Deputy	1	9/22/10	9/22/10								
Randall	Randy	Reserve Deputy	1	9/23/10	9/23/10								
Reese	David	Deputy	1	6/20/08	6/20/08	6/20/08	6/20/08						
Remmert	Merle	Detective	1	9/3/08	8/30/08								
Robacker	Carl	Reserve Deputy	1	10/16/07	10/16/07								
Rogers	Anthony	Deputy	1	9/25/09	9/25/09	9/25/09	9/25/09						
Rojas	David	Reserve Deputy	1	8/11/05	9/1/06	7/5/07							
Rowlands	Seth	Deputy	1	9/21/10	9/21/10								
Roy	James	Investigator	1	12/11/07	12/11/07								
Roy	Michel	Deputy	1	9/17/10	7/22/10								
Ruiz	Cipriano	Deputy	1	9/28/10	9/27/10								
Salinas	Mark	Deputy	1	2/8/08	2/8/08	2/8/08	2/8/08						
Sanchez	Patrick	Deputy	1	9/3/08	8/30/08								
Sauceda	LaDonna	Deputy	1	6/23/09	6/23/06								
Schulz	Robbie	Reserve Deputy	1	9/23/10	9/23/10								
Settegast	Marshall	Reserve Deputy	1	9/21/10	9/21/10	9/21/10							
Shapiro	Ronald	Reserve Deputy	1	4/4/07	4/4/07	4/4/07	4/4/07						
Sheffield	Stephen	Reserve Deputy	1	9/1/09	8/25/09								
Sheppard	Daniel	Investigator	1	12/13/07	12/13/07								
Sifuentes	Peter	Lieutenant	3	6/21/06	5/9/07	5/9/07	5/9/07	5/7/08	5/7/08				
Sims	Laura	Deputy	1	10/16/07	10/16/07								
Sprague	John	Deputy	1	1/30/09	1/27/09	1/28/09	1/30/09						
Steelhamme	Robert	Reserve Deputy	1	9/22/10	9/21/10			2/28/10					
Stegman	Scott	Deputy	1	10/2/10	10/2/10								
Stephenson	James	Deputy	1	9/18/10	9/18/10								
Stevens	Diana	Reserve Deputy	1	8/30/07	8/30/07	8/30/07							

Stewart	Ivery	Deputy	1	6/21/06	7/2/07	7/2/07	7/2/07						
Stewart	Larry	Reserve Deputy	1	6/20/08	6/20/08	6/20/08	6/20/08						
Stinson	Krystal	Deputy	1	6/24/10	6/21/10	6/23/10	6/24/10						
Strickland	Ross	Deputy	1	7/19/07	8/28/08								
Sweeney	Fred	Deputy	1	6/21/06	9/9/08								
Temple	Darrell	Deputy	1	10/17/07	10/17/07								
Tijerina	Rose	Deputy	1	9/21/10	9/21/10								
Tracy	Phillip	Reserve Deputy	1	9/25/10	9/25/10								
Trochesset	Henry	Major	3	11/9/07	11/9/07	7/12/10	9/17/10	2/2/11	2/4/11				
Trochesset	Chris	Sergeant	2	1/8/10	1/8/10	1/8/10	1/8/10						
Trochesset	Louis	Deputy	1	6/20/08	6/20/08	6/20/08	6/20/08						
Trochesset	Duggan	Deputy	1	10/18/07	10/18/07								
Tuttoilmondo	Ray	Major	4	10/11/07	10/11/07	2/17/08	O	3/28/08	3/28/08	O	O	O	O
Venzke	John	Reserve Deputy	1	11/22/06	11/22/06	11/22/06	8/28/06						
Venzke	Elmer	Reserve Deputy	1	9/8/05	8/28/06	4/28/06	2/15/07						
Villarreal	Gilberto	Deputy	1	7/2/10	6/30/10	6/30/10	7/2/10						
Walker	Kevin	Sergeant	2	6/21/06	10/16/07	7/13/07	7/13/07						
Walker	Brent	Reserve Deputy	1	O	O								
Welch	Jessica	Deputy	1	9/17/10	9/17/10								
Welch	Paula	Deputy	1	9/18/10	9/18/10								
Weller	Todd	Reserve Deputy	1	9/23/10	9/23/10								
Whitaker	Alfreda	Deputy	1	10/16/07	10/16/07								
White	Greg	Sergeant	2	9/20/10	9/17/10	9/20/10							
Whittington	Richard	Reserve Deputy	1	9/20/10	9/20/10								
Williams	Kenneth	Sergeant	2	9/24/10	9/24/10	10/5/10							
Williamson	Bob	Reserve Deputy	1	9/24/10	9/24/10								
Wise	Dean	Deputy	1	7/2/10	6/30/10	6/30/10	7/2/10						
Wiseman	James	Reserve Deputy	1	9/23/10	9/23/10								
Young	Jay	Reserve Deputy	1	8/28/10	8/28/10								

Contables

Last	First	Title	Cat	IS-700	IS-100	IS-200	IS-800	ICS-300	ICS-400	IS-701	IS-702	IS-703	IS-704
Precinct-1													
Cherry	Donald	Constable	4	9/23/10	9/22/10	9/23/10	2/12/08	12/14/10	12/16/10	12/21/10	12/28/10	12/29/10	1/11/11

Lagrone	Lisa	Secretary	1	9/23/10	9/23/10								
Sendejas	Danny	Deputy	2	9/23/10	9/23/10	9/23/10	9/24/10						
Vanda	Raul	Deputy	2	9/23/10	9/23/10	12/1/10	12/1/10						
Precinct-2													
Boyd	Ernest	Sergeant	2	11/24/09	11/25/09	12/1/09							
Petteway	Terry	Constable	4	1/10/07	1/5/07	1/5/07	9/23/10	12/14/10	12/16/10	7/28/10	7/28/10	7/28/10	7/28/10
Polanco	David	Chief Deputy	2	11/24/09	11/25/09	12/10/10							
Precinct-3													
Rose	Derrick	Constable	4	10/11/05	9/26/06	6/19/07	6/4/07	12/14/10	12/16/10	7/26/11	7/26/11	7/26/11	7/26/11
Allen	Danny	Deputy	1	2/1/10	9/23/10								
Brown	Moses	Deputy	3	1/8/10	1/8/10	1/8/10	1/8/10	6/18-19/07		6/13/07	9/8/07	9/8/07	
Fonteno	Bobby	Deputy	1	7/24/06	9/26/06								
Joiner	Debra	Deputy	1	9/23/10	9/23/10								
Ruben	Albert	Deputy	1	2/1/10	9/23/10								
Precinct-4													
Atkins	Tiffany	Deputy	1	9/23/10	12/22/09	9/29/10	9/29/10						
Brown	Clint	Deputy	1	10/15/10	10/15/10								
Campbell	JL	Deputy	1	8/10/11	11/14/05								
Fullen	Jimmy	Constable	4	9/23/10	9/23/10	9/23/10	9/23/10	12/14/10	12/16/10	4/12/11	4/12/11	4/12/11	7/25/11
Gatley	Brian	Sergeant	2	5/30/07	5/30/07	7/31/07	7/31/07						
Giusti	Joe	Chief Deputy	2	9/23/10	9/23/10	9/23/10	9/23/10						
Larimore	Clifford	Deputy	1	10/5/10	10/5/10								
Noel	Russel	Deputy	1	9/23/10	9/23/10	9/29/10	9/29/10						
Scott	Bill	Deputy	1	8/10/06	8/10/11								
Echoff	John	Deputy	1	8/10/11	8/10/11	7/31/07	7/31/07						
Precinct-5													
Martinez	Hector	Deputy	1	2/1/10	10/15/10	10/19/10	10/19/10						
Montez	Michael	Constable	4	10/15/10	10/18/10	10/19/10	10/19/10	2/18/11	0	5/11/11	5/23/11	5/27/11	6/1/11
Washington	Lamar	Deputy	1	2/1/10	10/18/10	10/19/10	10/19/10						
Wilson	Natalie	Secretary	1	2/1/10									

Precinct-6

Comeaux	William	Constable	4	11/12/09	11/9/09	11/10/09	11/12/09	12/14/10	12/16/10	3/24/11	3/24/11	3/24/11	3/24/11
Ermis	Marvin	Deputy	1	11/12/09	9/5/08								
Kahala	Rodney	Deputy	1	9/28/10	9/22/10	9/27/10							

Precinct-7

Gist	Phil	Deputy	1	9/23/10	9/23/10								
Gribe	Ashley	Deputy	1	10/28/10	10/26/10								
Lease	Ray	Deputy	1	O	O								
Mantranga	Pamela	Constable	4	7/17/06	9/18/06	7/21/11	7/21/11	12/14/10	12/16/10	7/21/11	7/21/11	7/21/11	7/21/11
Webster	Christina	Deputy	2	10/28/10	10/26/10	4/19/11							
Wilson	John	Deputy	4	7/17/06	9/18/06	2/3/11	1/31/11	12/14/10	12/16/10	2/3/11	2/7/11	1/24/11	1/27/11

Precinct-8

Daniel	Andrew	Deputy	2	4/10/06	8/31/07	8/31/07	8/31/10		5/4/11				
Fisher	Jerry	Constable	4	1/1/11	11/17/09	11/17/09	9/29/09	4/20/11	5/4/11	3/30/11	7/26/11	8/3/11	8/15/11
Larkin	Patrick	Deputy	1	4/25/11	9/30/10					9/29/10			
McCammon	Ross	Deputy	1	8/22/11	9/30/10					9/30/10			
Murphy	Dennis	Deputy	2	8/17/07	8/17/07	8/17/07	11/16/07						
Norman	Curtis	Chf Deputy	4	9/27/06	9/27/06	9/27/06	9/26/06	11/14/06	2/8/07	10/4/10	10/5/10	3/10/07	10/4/10
Rouse	Dwayne	Sgt	2	7/26/07	5/27/07	7/26/07	9/23/10						
Tate	Jeffery	Deputy	3	4/10/06	5/29/08	5/29/08	5/29/08	9/8/08	12/3-4/08				
Rusk	A H	Sgt	2	7/15/07	7/15/07	7/15/07	7/15/07						
Calvello	Tony	Deputy	2	11/3/07	4/5/07	9/30/07	11/15/07						
Adams	Darrell	DeputyReserv	1	6/21/06	9/22/10								
Foskit	Garret	Deputy		10/5/06	10/5/06	10/13/06	10/13/06	3/28/08	3/28/08	5/12/11	5/12/11	5/16/11	5/16/11

OEM

Last	First	Title	Cat	IS-700	IS-100	IS-200	IS-800	ICS-300	ICS-400	IS-701	IS-702	IS-703	IS-704
HUGHES	TRACY	LANNING COORDINATO	4	5/19/06	9/13/06	9/13/06	5/15/08	2/23/06	4/11/07	6/4/08	8/16/10	10/12/10	10/12/10
STOKES	MIKE	MELAND SECURITY COO	4	5/19/08	5/2/08	5/4/08	5/23/08	12/14/10	12/16/10	8/12/08	10/4/10	6/27/09	1/12/10
MCCAIN	NANCY	CERT COORDINATOR	4	7/1/04	8/22/07	8/3/06	9/13/06	11/10/09	1/23/10	9/16/10	7/21/11	7/21/11	7/21/11

RIZZO	COLIN	ERATIONS COORDINAT(	4	6/15/06	6/27/06	7/5/06	8/10/06	4/5/07	4/11/07	6/4/10	8/11/10	8/31/10	9/1/10
SIMSEN	JOHN	GENCY MANAGEMENT (	4	4/10/06	9/11/06	9/15/06	9/15/06	2/23/06	4/11/07	8/23/10	8/23/10	8/27/10	9/7/10

Commissioners Court

Last	First	Title	Cat	IS-700	IS-100	IS-200	IS-800	ICS-300	ICS-400	IS-701	IS-702	IS-703	IS-704
CLARK	KEN	CNTY COMM PCT 4	1	10/1/10	10/1/10								
DOYLE	PATRICK	CNTY COMM PCT 1	1	9/28/10	9/28/10								
HOLMES	STEPHEN	CNTY COMM PCT 3	1	9/27/10	9/27/10								
O'BRIEN	KEVIN	CNTY COMM PCT 2	1	6/22/11	4/13/11								
HENRY	MARK	COUNTY JUDGE	1	4/4/11	4/11/11								

AGENDA ITEM #5

COUNTY OF GALVESTON

On this the 23rd day of August, 2011, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

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

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

Whereas, the upper Texas coast has been impacted by 68 distinct tropical storms and hurricanes since record keeping began in 1854, and

Whereas, according to the National Hurricane Center, **Galveston County** has experienced more landfalls (21) of Tropical Storms and Hurricanes than any other county on the 367 mile Texas coast and is second only to Plaquemines Parish (25) which is located in the State of Louisiana since 1900, and

Whereas, the landfall of Hurricane Ike on Galveston Island September 13, 2008 generated a storm surge that caused **FM 3005** to be impassable 24 hours prior to landfall; and

Whereas, FM 3005 is a **State of Texas, Department of Transportation** roadway that serves as the only evacuation route for all of **Galveston Island** west of 61st Street including 39 communities and the incorporated **City of Jamaica Beach;** and

Whereas, the assessed property values as determined by the **Galveston Central Appraisal District** for properties located west of the seawall comprise 43% of the total **City of Galveston** pre-Ike property values and 35% of the value post-Ike; and

Whereas, the **Texas Department of Transportation** commissioned an engineering study (TxDot contract No 12-245P5024) completed in 2003 entitled, **"Drainage Study Report- FM 3005 From San Luis Pass to the Galveston Island Seawall"**, and

Whereas, this study identifies approximately 8 52 miles of **FM 3005** that require elevation to protect against a ten (10) year storm event which is a minimal tropical storm/hurricane event, and

Whereas, the **TxDot** study also identified thirty-eight (38) outfall ditch and cross-culvert locations with recommended improvements and budgetary cost estimates in 2003 dollars, and

Whereas, in order to help protect the health and safety of all inhabitants and property owners of property located west of 61st street on **Galveston Island**, the **Commissioners' Court** is of the opinion that it is essential that **FM 3005** be elevated so as to permit for a more systematic and orderly evacuation in time of need

Now, Therefore Be it Resolved, that the **Commissioners' Court of Galveston County;** in light of the previously established facts regarding **FM 3005**, issues this Resolution requesting the **Texas Department of Transportation** undertake the steps necessary to expeditiously implement the recommendations and findings of its own **FM 3005 Drainage Study Report**

Be Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and that originals be furnished to the **Texas Department of Transportation**, the **City of Galveston**, the **City of Jamaica Beach**, and the **West Galveston Island Property Owners Association.**

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 23rd day of August, 2011

Attest:

Dwight D. Sullivan, County Clerk

County of Galveston, Texas

Mark Henry, County Judge

Patrick F. Doyle, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct. #3

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

Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #6

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com

RECEIVED
AUG 16 2011
GALVESTON COUNTY JUDGE

June 3, 2011

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

Re CLERICAL ERROR
Request for P & I Waiver
5859-0000-0033-001
David Hartz

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

The homeowner submitted the payment on December 30th, 2010 Our office has no evidence of receiving this payment The homeowner's bank credited the check back to his account because it was not cashed in the allotted ninety day time frame The taxpayer has since paid the base amount but there are fees associated with this account

Amount of waiver requested $ 495 99

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Evans, Erma

From: david hartz@comcast net
Sent: Monday, May 23, 2011 3 08 PM
To: Evans, Erma
Subject: Tax Payment
Attachments: GCTO Payment pdf

Erma
I recently recieved a notice from the GCTO indicating I had not paid my tax bill on my lot (Sandpiper lot 33, Pirates Beach sec 6)
This came to a surprise as my bank had shown the payment was made on December 30th 2010 I have investigated this and found out the payment did not reach GCTO but was credited back to my account as it did not reach your office within 90 days I have attached the confirmation that the payment was made previously as well. I have since re-submitted the payment directly to the Galveston office as opposed to the Houston PO Box it was previously sent to I have submitted the original amount in hopes you would consider my previous attempt in payment in waiving the late penalty Please let me know if I can provide further information

Regards,
David Hartz
713-725-6240

GCTO Payment.pdf - Adobe Acrobat
File Edit View Document Comments Forms Tools Advanced Window Help
Create Combine Collaborate Secure Sign Forms Comment
102%

AmegyBank

Bank-at-Home

Messages Prefs Help Log Out

SUMMARY ACCOUNTS BILL PAY TRANSFERS SERVICES

Balances Activity eStatements Search

View Transaction

Use this screen to view a cleared transaction

Transaction Information

Description. GCTO 9500000000ONLINE PMTWEBCKF548734272POSHARTZ,DAVID REF # 010363003854747

Account: Joint Checking - xxx-xx667-8

Transaction Debit

Date Cleared: 12/30/2010

Amount. $ 3,044 67

Date Initiated: 12/30/2010

FI Reference ID: 20101231122057293878

Note We are pleased to offer your check and deposit slip images online Check and Deposit images older than 180 days are not available online Refer to the Services Tab/Customer Service link to request images older than 180 days In order to maintain this service, there is scheduled maintenance every Saturday at 11 00 PM MT and on the last day of each month at 7 00 PM MT During this time, which typically lasts about six hours, your images may not be available We apologize for the inconvenience this may cause

start
10:40 AM

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com

RECEIVED
AUG 16 2011
GALVESTON COUNTY JUDGE

July 5, 2011

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

Re CLERICAL ERROR
Request for P & I Waiver
7247-1002-0014-000
Randy & Ellen Stark

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

The taxpayer submitted the payment in a timely manner however the check never reached our office The homeowner has supplied evidence of submitting the payment in a timely manner

Amount of waiver requested. $ 72 56

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

MORTGAGE

April 11, 2011

Nicki
Galveston County Tax Office

Dear Nicki:

Per our previous phone conversation, we sent check number 3804 in the amount of $517 20 to pay account number 724710020014000 It was mailed within the same envelope as check numbers 3803 ($1,671.48 for CAD#R146450) and 3802 ($3,224.19 for CAD#503109). Check numbers 3802 and 3803 have cleared our bank and you are showing those two as paid. However, the payment for the account of Randy Stark for $517.20 (check 3804) has not cleared our bank and you are showing a current amount due of $574 09. I would like to have the penalty and interest fees of $56.89 waived as we feel we did everything in our power to attempt to pay this account on time. I will be stopping payment on check 3804 and sending a new check number 4006 as replacement today. Please see the attached items for further reference. Please call me at 281-953-2539 if you have any further questions regarding the transaction.

Sincerely,

Shelley Thomas

Shelley Thomas

Enclosures

7/12/11 call placed to Ms Thomas. No answer. Left message
I am requesting a copy of bank statement to show checks around
the one sent in for pymt was cashed & the other one wasn't -- Ema -

11931 Wickchester Suite 400 * Houston, TX 77043
800 455 8448 * 281.953.2539 * 281 368 6125 Fax

:L MORTGAGE CORPORATION AS AGENT FOR FNMA T&I CUSTODIAL ACCOUNT 3804

Galveston County Tax Assessor

Payee Disbursement Voucher

Loan #	Pol/Tax #	Loan Name	Date Paid	Amount	Check Number
79030721	724710020014000	Stark Randy	12/21/10	-517.20	3804

Payee DisbursementTotal: -517 20

3804

TXL MORTGAGE CORPORATION
AS AGENT FOR FNMA T&I CUSTODIAL ACCOUNT
11931 WICKCHESTER LANE, SUITE 400 D
HOUSTON, TX 77043-4572

TRUSTMARK NATIONAL BANK
85-27-653

3804

DATE
December 21, 2010

AMOUNT
$517.20

AY
O THE
RDER
F

GALVESTON COUNTY TAX ASSESSOR
CHERYL E. JOHNSON, RTA
722 MOODY
GALVESTON TX 77550

VOID AFTER 60 DAYS

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈003804⑈ ⑆065300279⑆ ⑈3000083311⑈

:L MORTGAGE CORPORATION AS AGENT FOR FNMA T&I CUSTODIAL ACCOUNT 3804

This check did not get posted. Just paying faxed this copy of check.

DELUXE CORP 1+800-328-0304 www.deluxeforms.com

TXL MORTGAGE CORPORATION AS AGENT FOR FNMA T&I CUSTODIAL ACCOUNT 4006

Galveston County Tax Assessor

Payee Disbursement Voucher

Loan #	Pol/Tax #	Loan Name	Date Paid	Amount	Check Number
79030721	724710020014000	Stark, Randy	04/11/11	-517 20	4006

Payee DisbursementTotal. -517.20

4006

TXL MORTGAGE CORPORATION
AS AGENT FOR FNMA T&I CUSTODIAL ACCOUNT
11931 WICKCHESTER LANE, SUITE 400 D
HOUSTON, TX 77043-4572

Trustmark National Bank
85-27-653

4006

DATE April 11, 2011

AMOUNT $517.20

PAY TO THE ORDER OF

GALVESTON COUNTY TAX ASSESSOR
CHERYL E. JOHNSON, RTA
722 MOODY
GALVESTON TX 77550

VOID AFTER 60 DAYS

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈004006⑈ ⑆065300279⑆ ⑈3000083311⑈

TXL MORTGAGE CORPORATION AS AGENT FOR FNMA T&I CUSTODIAL ACCOUNT 4006

New check
sent

ODUCT DLM102 USE WITH 91000 ENVELOPE PRINTED IN U.S.A.

21

MORTGAGE

April 11, 2011

Nicki
Galveston County Tax Office

Dear Nicki:

Per our previous phone conversation, we sent check number 3804 in the amount of $517 20 to pay account number 724710020014000 It was mailed within the same envelope as check numbers 3803 ($1,671 48 for CAD#R146450) and 3802 ($3,224 19 for CAD#503109). Check numbers 3802 and 3803 have cleared our bank and you are showing those two as paid However, the payment for the account of Randy Stark for $517 20 (check 3804) has not cleared our bank and you are showing a current amount due of $574.09. I would like to have the penalty and interest fees of $56.89 waived as we feel we did everything in our power to attempt to pay this account on time. I will be stopping payment on check 3804 and sending a new check number 4006 as replacement today. Please see the attached items for further reference. Please call me at 281-953-2539 if you have any further questions regarding the transaction.

Sincerely,

Shelley Thomas

Shelley Thomas

Enclosures

11931 Wickchester Suite 400 * Houston, TX 77043
800 455 8448 * 281 953 2539 * 281.368 6125 Fax

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com

RECEIVED
AUG 16 2011
GALVESTON COUNTY JUDGE

July 19, 2011

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

Re **CLERICAL ERROR**
Request for P & I Waiver
4464-0002-0036-000
DMJS Investments
%Mary Schlegel

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error

Mrs Schlegel's account has a Canada mailing address and she hasn't been receiving her statements in a timely manner Her statements were not being mailed properly to an out of country mailing address The address has been changed slightly to try and rectify the problem Our office has assisted her numerous times by handwriting her address and it is delivered timely We have assisted her with communicating with the Galveston Central Appraisal District to settle the issue

Account	Year	Waiver
4464-0002-0036-000	2010	$ 679 50

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

16 Tanglewood Ave
Kitchener ON Canada N2B 1S4
June 4 2011
Account # 4464-0002-0036-000

I have had a chronic problem with receiving the tax bill for our property at Laguna Harbour.

The bill does not arrive at our home. The penalty letter does!! If travel, I have had to apply for exception the past 3-4 years.

I have spoken to Sandy (in the past) and now Erma Evans (the last 2 years.) Both recognized the problem. Somewhere the bill gets lost, not mailed or not delivered. Our postal code has letters and numbers.

Enclosed is the money order for the tax units of 1633.38. Please remove the penalty and waive the interest

Mary Jane Schlegel
519 570 4818 (home phone)

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com

RECEIVED
AUG 16 2011
GALVESTON COUNTY JUDGE

July 25, 2011

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

RE: Clerical Error Waiver
6076-0000-0004-000
Raymon Goff

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below

While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, the Central Appraisal District acknowledges the fact that this error was a contributing factor toward delinquent taxes associated with property

Account Numbers	Year	Refund/Waiver
6076-0000-0004-000	2010	$ 6 52r / 0 84¢w
6076-0000-0004-000	2009	$18 49r / 9 30w
6076-0000-0004-000	2008	$20 94r / 13.46w

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone· (409) 935-1980 or toll free (866) 277-4725
Fax· (409) 935-4319

May 5, 2011

Galveston County Tax Office
P.O 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 6076-0000-0004-000 / R174036

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2008 - 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold
Director – G.I.S. / Mapping

P.S. letter mailed 5/17/11

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com

RECEIVED
AUG 16 2011
GALVESTON COUNTY JUDGE

July 19, 2011

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

RE: Clerical Error Waiver
6246-0008-0001-003
Alesi Joe & Rita

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below

BBVA Compass bank has submitted evidence on the homeowner's behalf stating payment was remitted on December 1, 2010 to our P.O. Box. The payment has not been received in our office and the homeowner has since submitted another payment and request the fees be removed.

Account Numbers	Year	Waiver
6246-0008-0001-003	2010	$ 476.77

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Jonathan Jesus
Online Banking Manager
1300 Maco Dr.
Pharr, TX 78577

May 13th, 2011

To Whom It May Concern:

Thank you for your recent request. We are pleased to have the opportunity to assist you.

This letter is being sent to confirm the processing of a Bill Pay transaction sent out in the form of a check to Galveston County Tax Office, account 6246-0008-0001-003. Check number 5037 in the amount of $2926.53. Our records indicate that this payment was remitted on Dec 1st, 2010 to arrive at PO BOX 1169, Galveston, TX 77553 on Dec 6th 2010. Unfortunately checks sent through our bill pay service are handled by the US postal service and occasionally they arrive late or are lost.

We apologize for any inconvenience this may have caused you and we hope this information is helpful to you.

Sincerely,

Jonathan Jesus
Online Banking Manager

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766 2284 Fax 409-766-2479 Office 409-766-2284
www galcotax com

RECEIVED
AUG 16 2011
GALVESTON COUNTY JUDGE

July 21, 2011

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

Re **CLERICAL ERROR**
Request for P & I Refund
7205-0000-0533-015
Mary Kuhn Bornefeld

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error

Ms Bornefeld's account is part of an undivided interest account that had the incorrect ownership listed the Galveston Central Appraisal District acknowledged the fact that this error was a contributing factor toward delinquent taxes associated with this property

Account	Year	Refund
7205-0000-0533-015	2010	$ 5 50

Sincerely,

Cheryl E Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

May 11, 2011

Galveston County Tax Office
P.O 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 7205-0000-0533-015 / R303745

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold
Director – G.I.S. / Mapping

AGENDA ITEM #7

JP/CONSTABLE PLAN 2

Precinct	Total	Anglo	AngloVAP	Hisp	HispVAP	Black	BlackVAP	Other	OtherVAP	Blk/Hisp	VAP	BHVAP
1	36018	18986	16810	10883	7784	4428	3258	1956	1625	15076	29371	10936
2	12708	3384	3069	4114	2942	5136	3869	237	203	9087	10008	6736
3	23163	6707	5634	4676	2993	11676	8516	306	230	16150	17292	11428
4	30305	24296	19184	4433	2943	1135	678	519	392	5490	23167	3591
5	37350	16990	13776	10912	7098	8939	5987	828	643	19532	27410	12991
6	2417	1962	1755	353	215	21	15	83	61	372	2046	230
7	60107	39879	31084	13898	8602	3701	2467	2866	2092	17362	44140	10964
8	89241	60448	44947	16001	10072	7244	4780	5850	4037	22943	63708	14724

AGENDA ITEM #8

NO

BACK – UP

PROVIDED

AGENDA ITEM #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

August 12, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody Avenue
Galveston, TX 77550

Dear Judge Henry,

As you may be aware, Big Chief Supermarket in Santa Fe is being sold to Arlan's Markets, Inc Big Chief leased a remote sticker printing system (RSPS) from the County several years ago to allow their customer to renew their vehicle registrations in their store

Arlan's Markets wants to continue service Galveston County citizens in their Santa Fe store with this service Accordingly, a new contract for the new owner has been prepared and is enclosed

Please have this contract placed on the Commissioners' Court agenda for approval Once approved, Arlan's Market will be able to continue RSPS services at Big Chief's former location

Sincerely,

Cheryl E Johnson

Cheryl E Johnson, RTA

Enclosure

AGREEMENT UNDER TRANSPORTATION CODE CHAPTERS 502 AND 520 FOR SERVICES TO THIRD PARTIES RELATED TO THE LICENSING OF VEHICLES AND SUBLEASE OF REMOTE STICKER PRINTING SYSTEM

This Agreement is entered into pursuant to the provisions of the Texas Transportation Code Chapters 502 and 520 by and between **Arlan's Markets, Inc.**, hereinafter referred to as "Subcontractor" and Galveston County, Texas (the "County"), a political subdivision of the State of Texas, acting through the Commissioners Court of Galveston County in conjunction with the Galveston County Tax Assessor/Collector, hereinafter collectively referred to as the "County".

Recitals

Pursuant to the provisions of the Texas Transportation Code §502.112, the Tax Assessor/Collector of the County, with the approval of the Commissioners Court, may deputize an individual to: 1)issue motor vehicle registration receipts as a limited service deputy; or 2) issue motor vehicle registration receipts and prepare or accept applications for title transfers as a full service deputy.

Under authority granted by the Texas Transportation Code §520.002 (c), the Tax Assessor/Collector of the County may install equipment leased under this section at offices of the county or of an agent of the county.

The County has entered into an agreement with the State of Texas (the "State") to lease Remote Sticker Processing Systems (RSPS) to provide registration and/or title update connectivity and processing on the State's Registration and Title System ("RTS") As part of the RTS, the County is further authorized to have Remote Sticker Printing System ("RSPS") equipment at any location within the County under

agreements with Subcontractors desiring to have such on-premises capabilities. It is to the advantage of County residents to have RSPS equipment and RTS workstations at various locations throughout the County.

The Subcontractor desires to be deputized pursuant to Texas Transportation Code §502.112(a)(1) and receive RSPS equipment from the County for the purpose of performing such duties pursuant to Transportation Code §502.113(a).

The County's RTS program is operated and administered by the Galveston County Tax Assessor/Collector, as part of the County Tax Assessor/Collector's registration and titling duties under the Texas Transportation Code, and the duties and obligations incumbent upon the County under this agreement will be performed through that office.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows

1) Contracts term

The contract is effective for one year terms with an initial term beginning on August 23, 2011, and ending August 31, 2012 This contract will automatically renew for two subsequent renewal terms unless terminated earlier by the parties; in all events this contract will expire on August 31, 2014.

2) Scope of Services

The parties acknowledge that pursuant to Transportation Code § 502.113, limited service deputies may be given the authority to use the data processing

equipment and software made the subject of the agreement, thus the parties agree that the Subcontractor shall act only as a limited service deputy in accordance with the provisions of Transportation Code §502.112(a)(1) and 502.113.

3) Lease of Equipment

The County will provide at no cost to Subcontractor the RSPS equipment (the "Equipment") listed in Exhibit A, which is attached hereto and made a part hereof. The subcontractor represents that it is fully trained to operate the equipment in accordance with all applicable laws and regulation, but the County, through the County Tax Assessor/Collector, may provide for installation, training, maintenance, and other services at the request of the Subcontractor.

The parties agree that there is no cost for leasing the RSPS equipment provided to the Subcontractor by the County. In the event the annual lease amount changes, the County will give Subcontractor at least ten (10) days notice of any actual or proposed change in lease costs.

4) Obligations of Subcontractor

Subcontractor must accurately complete the Subcontractor Information Sheet, and attached a copy to this Agreement as Exhibit B. If during the term of this Agreement, there are any changes to information contained in the Subcontractor Information Sheet (such as by way of example, but not limitation, changes in name, location, and principal), Subcontractor shall within ten (10) business days submit to the County Tax Assessor/Collector an updated Exhibit B to accurately reflect the changed information.

In the event the subcontractor undergoes a change in ownership, the County Tax Assessor/Collector must be notified immediately so an audit can be conducted of Subcontractor's remaining supplies. New owners must be approved by the County Tax Assessor/Collector and must complete and sign a new Sublease with the County. Subcontractor must perform all of the services under this Agreement and may not assign this Agreement or any duty or obligation of performance hereunder.

Subcontractor is responsible for the costs of all supplies, forms, user support, utilities, connections, wirings, and other matters necessary for the Workstations/Equipment. The County's responsibility for equipment installed at Subcontractor's site is limited to ensuring that the equipment remains operational

Subcontractor is responsible for any maintenance or upkeep not provided by the State. Subcontractor shall not modify the Workstations/Equipment. Subcontractor shall be further responsible for full repair or replacement costs for the Workstations/Equipment in the event that these items under Subcontractor's control are damaged or lost. All repairs work must be performed by the State or the State's designee. The repair cost shall be determined by the State or the State approved contractor Subcontractor's payment for repair or replacement costs for damaged or lost Workstations/Equipment shall be remitted by Subcontractor to the County Tax Assessor/Collector within seven (7) days of written request by the County Tax Assessor/Collector.

Subcontractor shall in all respects be responsible for and hold the County harmless from any damage to or the destruction of Workstations/Equipment installed

or housed at Subcontractor's location., and the subcontractor specifically agrees that Exhibit A states the replacement cost which the Subcontractor agrees to pay upon the determination by the State of Subcontractor's liability for lost or damaged equipment.

5) Subcontractor bond requirements.

In accordance with the provisions of Texas Transportation Code §502 112, the subcontractor shall post a bond, made payable to the Cheryl Johnson, Tax Assessor-Collector of Galveston County in the amount of $6,000.00 for the RSPS equipment conditioned upon the subcontractor's proper accounting and remittance of all fees the subcontractor collects under this agreement. In lieu of a bond, the subcontractor may provide an irrevocable letter of credit drawn upon a bank licensed to operate in the State of Texas.

6) Subcontractor reports and responsibilities

The subcontractor must report the activities for which the equipment is utilized as set forth herein.

Subcontractor will provide a detailed report of daily sales. Reports must be on USB flash drive, or other medium selected by the County Tax Assessor/Collector that is compatible with the RSPS system. But the parties agree that as of the date of the execution of this agreement, the USB flash drive is the medium utilized pursuant to the requirements of the State of Texas.

If Subcontractor issues a renewal sticker in error, Subcontractor shall make an immediate report to the County Tax Assessor/Collector and have the sticker returned to the County Tax Assessor/Collector for cancellation. If a sticker is issued in error and

not reported to the County Tax Assessor/Collector, Subcontractor shall pay a fee the equivalent to the registration fee issued in error upon demand without the necessity of the County issuing an invoice.

If Subcontractor becomes aware of or suspects fraud, Subcontractor shall report same to the County Tax Assessor/Collector by telephone within 24 hours and in writing within three (3) business days. Subcontractor shall not allow the Workstations/Equipment to be used for the purpose of defrauding the State or avoiding taxation.

Subcontractor shall provide access to authorized representatives of the County Tax Assessor/Collector to Subcontractor's area where registration, titling, and licensing occurs. Subcontractor will also assist the County Tax Assessor/Collector in audits of Subcontractor's licensing, titling, and performance of this Agreement.

Subcontractor's use of the Workstations/Equipment shall be subject to and in compliance with the terms and conditions of the agreement for the use of the Workstations/Equipment between State of Texas and the County, and any amendments thereto. A copy of those requirements is attached to the agreement as Exhibit C and are incorporated herein by reference

Subcontractor shall not remove the Workstations/Equipment from Subcontractor's location specified in this Agreement without the prior written consent of the County Tax Assessor/Collector.

If Subcontractor accepts personal checks for payment, such act is done at Subcontractor's personal risk.

All of Subcontractor's employees who process registrations must be deputized through the County Tax Assessor/Collector's Office and bonded prior to the issuing of any receipts or stickers. Subcontractor will notify the County Tax Assessor/Collector within 24 hours whenever a deputized employee leaves Subcontractor's employment. All employees, whether new, transferred or providing back-up coverage must be deputized and bonded prior to assuming the license work. If there are any changes in ownership, Subcontractor's employees who handle license work must be re-deputized.

7) Fees allowed to subcontractor

Pursuant to Transportation Code §502.113 a limited-service deputy appointed under shall accept any application for registration or registration renewal that the county assessor-collector may accept. Such fees shall be remitted to the Tax Assessor Collector.

The subcontractor is hereby authorized to charge and retain an additional motor vehicle registration fee not to exceed $1 for each motor vehicle registration issued, and will report to the Tax Assessor Collector only the amount of fees it collects under this provision.

8) Termination

Prior to the expiration of the term, either party may terminate this Agreement with or without cause or mutual convenience upon ten (10) days written notice to the other party. All equipment and software provided under this agreement will be returned to the County immediately upon the termination of this agreement.

Within ten (10) days after the effective date of termination, Subcontractor must submit a termination statement and report for the month in which termination occurs. Upon the conduct of a final audit and satisfactory reconciliation of all amounts due the County hereunder, the County will return the bon or letter of credit provided under this agreement.

9) Miscellaneous notices and disclosures

This agreement is contingent upon the receipt of the equipment specified herein from the State of Texas. The parties agree the equipment and related software is the property of the State of Texas, and is only provided to the subcontractor pursuant to this agreement. In the event the State imposes additional obligations upon the County, such obligations shall immediately become binding upon the subcontractor, and County shall notify the subcontractor forthwith.

In the event of nonpayment or other default, Subcontractor shall cure such default within ten (10) days of the default. The County Tax Assessor/Collector may enter onto Subcontractor's premises and remove the Workstations/Equipment and supplies if the default is not cured within ten (10) days. In the event of Workstations/Equipment removal because of Subcontractor nonpayment or other default, Subcontractor forfeits any portion of annual lease fee that remains

This lease shall be governed by and construed under the laws of the State of Texas. Furthermore, the venue for any action filed pertaining to the lease or the equipment subject to this lease shall be located in Galveston County, Texas..

This lease and the accompanying Exhibits constitute the entire agreement between the parties and no representation made between the parties and not reduced to writing herein shall be of any force or effect. Any previous agreement entered into between the parties to effect the purposes set forth herein and herby set aside and held for naught. This agreement may not be modified or except by written agreement between the parties. If any provision is invalid, it shall be considered deleted from this lease, and shall not invalidate the remaining provisions of this lease.

This lease is not binding until executed by a proper officer of lessor, and until the receipt and acceptance by the lessor of the annual rental fee provided for under this lease.

Any notice permitted or required to be given hereunder to Subcontractor or County must be given by registered or certified United States mail, postage prepaid, return receipt requested, or facsimile transmission addressed to:

Subcontractor.

Arlan's Markets Inc.

4614 NASA Parkway

Seabrook, TX 77586

Phone: 281.326.4363

Fax: 409.925.5043

Any notice permitted or requested to be given hereunder to County may be given by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile transmission addressed to:

Galveston County Tax Assessor/Collector

Attention: Chief Deputy, Business Services

722 Moody Avenue

Galveston, Texas 77550

Facsimile: (409) 766-2479

In performing the services hereunder, Subcontractor must comply with all applicable Federal, State, and local laws, regulations, rules, and ordinances now in effect or which may hereafter be promulgated that pertain to this Agreement Subcontractor shall report and pay applicable federal and local taxes.

This agreement is signed and approves by the Commissioners Court of Galveston County as required under the provisions of Transportation Code §502 112

GALVESTON COUNTY, TEXAS

MARK HENRY
County Judge
Galveston County, Texas

Date: August 23, 2011

CHERYL E. JOHNSON
County Tax Assessor/Collector
Galveston County, Texas

Date: 8/23/11

Attest:

Dwight Sullivan
County Clerk

By _____
Subcontractor

Exhibit A

Galveston County RSPS Equipment Inventory Listing

Date: August 21, 2011

Location of Equipment 12460 Highway 6, Santa Fe, TX 77510

Remote Sticker Printing Systems (RSPS) include Laptop preloaded with XP operating system, Printer, Hand held bar code Scanner, Wireless Print Director, Wireless Access Card, and Surge Protector

RSPS Equipment Items.

Equipment	Unit Value	Serial Number
Laptop	$1,500.00	KM0342H
Printer	1,000.00	CNDJB49108
Hand held bar code Scanner	100.00	MOU1B2
Surge Protector	15.00	N/A

Exhibit B

Galveston County RSPS Equipment Lessee Information

Date·	August 21, 2011
Business Name.	Arlan's Market's Inc
Business Address·	12460 Highway 6 Santa Fe, TX 77510
Mailing Address	Arlan's Market's Inc. 4614 NASA Parkway Seabrook, TX 77586
Telephone number.	281.326.4363
Contract Principal.	Ms Janni Slaughter
Contact Person	Ms Gloria Todaro Courtesy Booth Manager
Contact Telephone	409.925.3516
Location of Equipment·	12460 Highway 6 Santa Fe, TX 77510

Exhibit C

STATE OF TEXAS (Rev January, 2003)

COUNTY OF GALVESTON

AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM (RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1, Subchapter A, Chapter 520, Section 520.002 of the Texas Transportation Code as enacted by the 76th Legislature of the State of Texas for the purposes of providing the County of GALVESTON, Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated JUNE 9, 1997.

In addition to the provisions of the original county agreement, TxDOT's responsibility for equipment installed at non-county tax assessor-collector sites; e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective

This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Transportation.

* * *

The County of GALVESTON, Texas will lease 9 additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

Main Office	E	722 Moody, Galveston, TX	8	RSPS DTA
Main Office	E	722 Moody, Galveston, TX	1	RSPS Renewal

County Judge Date. June 16, 2003

Galveston County
(rev. 2/2003)

Jerry L. Dike, Director Date 7-1-3
Vehicle Titles and
Registration Division

EXHIBIT "A" To Amendment One
State of Texas, County of GALVESTON

1. If a county desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased at county expense from the State.
2. Submitting a signed amendment form to the supporting VTR regional office will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be $1,500 per year, except if the installation is at a new site (at a site where RTS has not previously been installed). In this case, a "one time" additional fee of $2,500 for the first workstation will be charged. The cost of leasing a Remote Sticker Printing System (RSPS) unit and/or a Dealer Title Application (DTA RSPS) unit is $600.00. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year that remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDOT. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. All county leased equipment, including Remote Sticker Printing Systems, are covered by their existing Agreement for the Use of State of Texas Automation Equipment, "County Agreement" (item 8), and this Amendment. Counties may place Remote Sticker Printing System equipment at any location in their county subject to any terms between the county and the subcontractor/dealer.
9. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDOT will compute final costs and the county will be billed in accordance with paragraph 4 above.

1.	Workstation, Basic*			$1,500.00	
2.	Remote Sticker Printing System (Renewal)**	MAIN OFC	1	600.00	$600.00
3.	Remote Sticker Printing System (DTA)**	MAIN OFC	8	600.00	$4800.00
4.	Uninterrupted Power Supply (UPS)			125.00	
5.	Printer Laser, HP 8000 (high capacity)			1,100.00	
6.	Additional Printer			250.00	
7.	Bar code reader			550.00	
8.	New Site Cost (one time fee)			2,500.00	
					$5400.00

*Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary) in a normal environment.

**RSPS (Remote Sticker Printing Systems) include Laptop preloaded with XP operating system, Printer (HP2200), Hand held bar code Scanner, Wireless Print Director, Wireless Access Card (The same equipment is used for DTA applications)

**RSPS units will be delivered to county tax offices only. Please show the county name in the site/location column for ordering purposes.

GD 7-1-3

AGENDA ITEM #10

COUNTY of GALVESTON

Criminal District Attorney

JACK ROADY

Donna W Cameron
First Assistant

Johnny J. Freeze
Chief Investigator

Zonia Wilturner-Smith
Chief Executive Officer

August 15, 2011

Galveston County Commissioners' Court
c/o The Honorable Mark Henry
County Judge
1st Floor, County Courthouse
Galveston, Texas 77550

Re Financial Statements for October 1, 2010 – May 31, 2011
And FY 2012 Budgets for Funds 2131 and 2132

Gentlemen,

The District Attorney's Office has three financial accounts. They are as follows

1101-127100 District Attorney's General Fund Accounts
2131-127132 D A Contraband Account After 10/89
2132-127120 D A Check Collection Fees Fund

Description of Accounts

General Fund

This account contains funds budgeted and approved annually by Commissioners' Court

D A. Contraband Fund after October, 1989

This account contains funds allocated to the District Attorney's office upon the disposition of forfeited contraband Art 59 of the Code of Criminal Procedure permits the use of up to 10% of the revenue collected and deposited in this fund to help non-profit chemical dependency treatment facilities located in Galveston County I am requesting that you authorize, by signing the attached resolution, the use of $1,741 00 in this manner

D A Collection Fees Fund

The money in this fund is derived from statutorily collected processing fees (paid by offenders) based on the handling of worthless check cases by the District Attorney's office These funds are used to supplement the office's general fund account

In accordance with Local Government Code, Section 140 003, I am enclosing financial statements for each of the above accounts excluding the General Fund Account which is provided to you by the County Auditor I am also enclosing the FY 2012 budgets for these accounts pursuant to the Local Government Code Section and Article 59 06 of the Texas Code of Criminal Procedure. This notification is advisory in nature and the Court is not required to take any action based on this submission, except for the request stated in a previous paragraph regarding allocation of funds to non-profit chemical dependency treatment facilities. Our records and the auditor's records regarding these accounts are, of course, open for your review and inspection at any time

In addition to the above requirement regarding the filing of financial statements with the court, Local Government Code, Section 115 0035 mandates an annual audit by the County Auditor of all accounts of precinct, county and district officials Article 59.06(g) of the Texas Code of Criminal Procedure also requires the Commissioners' Court to have the "District Attorney's Contraband Fund" account audited annually Certified copies of this audit must be delivered to the State Comptroller's Office and the Attorney General no later than 60 days after the date on which the annual period that is subject of the audit ends It is my responsibility to provide this certified audit to the State Comptroller and the Attorney General The County Auditor is to report his findings to the Commissioners' Court

Sincerely,

JACK ROADY
Criminal District Attorney
Galveston County, Texas

cc Cliff Billingsley, County Auditor
Mel Trammell, Director of Finance and Administration

Felony Section	Family Law Section	Grand Jury Section	Worthless Check Section	Felony Victim's Asst	Houston Line
Off 409 766-2355	409-766-2364	409-766-2379	409-766-2429	409-770-5124	281-316-8300

Fax 409-766-2290

www co galveston tx us

600 59TH Street, Suite 1001 • Galveston, Texas 77551-4137

On this the 23rd day of August, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

An Order Authorizing the Release of Contraband Funds to Galveston County Chemical Dependency Treatment Facilities Licensed Under Chapter 464, Health and Safety Code as Recommended by the Criminal District Attorney

Whereas, pursuant to Chapter 59 of the Texas Code of Criminal Procedure various properties are subject to forfeiture as contraband, and

Whereas, unless otherwise specified, these contraband funds may be spent by the Criminal District Attorney for official purposes after a budget for the expenditure of the proceeds have been submitted to the Commissioners' Court, and

Whereas, Article 59 06 (h) of the Act provides that upon agreement of the Criminal District Attorney up to 10% of the gross amount of such funds may be deposited in the County's general fund and used to fund area drug abuse and prevention facilities and programs provided by nonprofit chemical dependency treatments facilities licensed under Chapter 464, Texas Health and Safety Code, and

Whereas, the Alcohol Drug Abuse Women's Center, Inc., the Pathway to Recovery Association, Bay Area Recovery Center, and the Gulf Coast Center, are so licensed and eligible recipients of such funds, and

Whereas, by letter dated August 18, 2011, the Honorable Jack Roady, Criminal District Attorney of Galveston County, advised the Commissioners' Court that in FY 2012, 10% of the contraband money forfeited to his office amounted to $ 1,700 00 In addition, Mr Roady recommended that such monies be divided evenly between the four agencies listed above

Now, Therefore Be it Ordered that the recommendation of the Galveston County Criminal District Attorney be, and it is hereby approved

Upon Motion Duly Made and Seconded the above Order was unanimously passed on this the 23rd day of August, 2011

County of Galveston

By: Mark Henry
Mark Henry, County Judge

Attest: Dwight A. Sullivan
Dwight Sullivan, County Clerk

AGENDA ITEM #11

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND GALVESTON COUNTY FOR THE STATE FISCAL YEAR 2012

OAG Contract No. 1224377

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Galveston County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse GRANTEE for certain cost incurred in the implementation and operation of its portion of the SAVNS. To ensure a standard statewide service to all interested counties, including GRANTEE, the OAG will reimburse GRANTEE for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011, with an option to extend The OAG extended the term until August 31, 2012. The Vendor Certification includes a "Detail of Services", containing a detail description of services to be provided by the Certified Vendor as well as the Pricing Model, all comprising the "Vendor Certification Documents" The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on the September 1, 2011, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2012.

2.2 Option to Extend Service Period (Term). This contract may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this contract. Extending the Service Period (Term) does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan" The Maintenance Plan, at a minimum, will be designed to accomplish the following make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement, and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the Service Period (Term) of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Data Extract. To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.6 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG

4.1.3 Notification of Changes in Organization; Changes in Authorized Official, Grant Contact and Project Financial Officer. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE A change in GRANTEE's name requires an amendment to this contract.

GRANTEE shall name an Authorized Official, Grant Contact and Project Financial Officer. GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact or the Project Financial Officer.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation, effective internal and budgetary controls, determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution

of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log". GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A

4.3.2 Requests for Reimbursement. OAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG The OAG may from time to time require different or additional supporting documentation. The OAG may limit the requests for reimbursement to time periods of less than 12 months.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2012, (and, if this contract is extended, for each additional year), GRANTEE will submit fiscal year end required reports.

a **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), if included in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – "timely" means on or before May 31, 2012, (and, if this contract is extended, for each additional year), for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Invoices for Requests for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The OAG will make all reasonable efforts to promptly process and make payment on a properly completed invoice. The OAG may limit the requests for reimbursement to time periods of less than 12 months Upon submission and approval of the GRANTEE's requests for reimbursement, the GRANTEE may receive up to the full amount of "Total Grant Funds Available" as noted in Exhibit A. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs for GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Limited Pre-Reimbursement Funding to GRANTEE The OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request.

a A fully executed GRANTEE's Services Agreement (or Renewal Notice) with the Certified Vendor for the time period covered by this contract;

b. An invoice from the Certified Vendor which includes the dates covered under this contract;

c. A completed OAG form "Verification of Continuing Production Record";

d. An invoice to the OAG that complies with the requirements of the OAG; and

e A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

The GRANTEE should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the GRANTEE'S obligation to pay matures The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the GRANTEE's Service Agreement with the Certified Vendor. The GRANTEE must pay the Certified Vendor within ten (10) days of receiving the pre-reimbursement funding from the OAG.

SECTION 5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract

5.2 Maximum Liability of OAG. The maximum liability of the OAG in this contract is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Reimbursement of GRANTEE Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract Sections 4; Section 7; Section 11, and Section 12.

6.4 Refund to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6 1 or 6 2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG to the GRANTEE under this contract

6.4 Notice to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract

7.2 Records Retention GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to·

OAG-Grants@oag.state.tx.us If requested or approved by the OAG, other programmatic reports, may be submitted to.

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and equipment inventory reports, must be submitted in hard copy format to·

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to·

OAG-Grants@oag state tx.us

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan No reimbursements will be processed until the requested information is submitted If GRANTEE is placed on financial hold, the OAG, at

its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 **Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction

9.4 **No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state appropriated funds have 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 or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract, and if any non-federal/state funds have 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 or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the

extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, Including All Exhibits This contract, including all exhibits reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Any exhibit mentioned in this contract that is attached is incorporated herein By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12. 5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity

OFFICE OF THE ATTORNEY GENERAL

Attorney General or designee

Don Clemmer
Deputy Attorney General for Criminal Justice
Printed Name

Date: 9-1-11

GALVESTON COUNTY

Authorized Official

Mark Henry
Printed Name

Date: **August 23, 2011**

EXHIBIT A

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND GALVESTON COUNTY FOR THE STATE FISCAL YEAR 2012

OAG Contract No. 1224377

Population Size: Large

The OAG will reimburse GRANTEE for allowable SAVNS expenditures as follows·

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	$26,333	$0	12	$26,333

Limitation of Liability of the OAG. The total liability of the OAG to GRANTEE for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the GRANTEE for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

TWENTY-SIX THOUSAND THREE HUNDRED THIRTY-THREE AND 00/100 ($26,333)

Maximum Number of Months. The maximum number of months is provided above The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

EXHIBIT B

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND GALVESTON COUNTY
FOR THE STATE FISCAL YEAR 2012**

OAG Contract No. 1224377

OAG CERTIFICATIONS AND ASSURANCES

A. The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14; Promulgated by the Office of the Governor, State of Texas, Establish the following assurances applicable to recipients of state grant funds:

(1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree

(2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law

(3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules

(7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following. (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990, (d) the Age Discrimination Act of 1974, as amended (42 U S.C §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P L 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S C § § 276a to 276a-7), the Copeland Act (40 U.S C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U S C § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738)

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U S C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544, as amended, 7 U.S C. 2131 et seq) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec 85.001, et seq.

AGENDA ITEM #12

Texas Workforce Commission

A Member of Texas Workforce Solutions

Tom Pauken Chairman

Ronald G. Congleton
Commissioner Representing Labor

Andres Alcantar
Commissioner Representing the Public

Larry E. Temple
Executive Director

August 11, 2011

Rob Powell, Chief Information Officer
Galveston County
722 Moody, 2nd Floor
Galveston, TX 77550

Re TWC Contract/s or Amendment/s

Dear Mr Powell

Enclosed are original signature copies of the Contract/s or Amendment/s listed below

TWC Contract - Amendment Number	Contract Manager/Phone Number
2911PEN094	Beth Anne Wiggins 512-463-1607

Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction

Retain one (1) set for your records and provide one (1) set to your Fiscal Agent (if applicable)

Texas Workforce Commission
Contract Services Department
101 East 15th Street, Room 350-T
Austin, Texas 78778-0001
Attn: Julia Ebinger

If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above

Sincerely,

Marisela Ramirez
Director, Contract Services Department

MR· je
Enclosures

TEXAS WORKFORCE COMMISSION

PERFORMING AGENCY CONTRACT

		TWC Contract Number	**2911PEN094**
TITLE	**INFORMATION RELEASE CONTRACT**		
Recipient			
Name	**Galveston County**		
Mailing Address	**722 Moody, 2nd Floor**		
City/State/Zip	**Galveston, TX 77550**		
Telephone Number	**409-770-5409**		
Contract Period			
Begin Date	**August 1, 2011**	End Date	**July 31, 2012**
Funding Information			
The total amount of this contract will not exceed the sum of			**$2,000.00**
Remarks			
This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this contract and any referenced attachments			
Data Sharing Agreement			
Online access only Number of online users and rate: 11-25 for $2,000.00/year			
Signature Authority			
Each person signing this contract on behalf of Agency or Recipient hereby warrants that he or she has been fully authorized by the respective organization to: • Execute this contract on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances, and provisions of this contract			
Agency Approval		**Recipient Approval**	
Agency: **Texas Workforce Commission** 8/11/11 George D Meador — Date Director of Information Technology		Recipient. **Galveston County** 8/23/11 Mark Henry — Date County Judge	

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TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

1.1 This contract sets forth the obligations of the Texas Workforce Commission (Agency) and the Recipient identified on the cover page, hereinafter collectively referred to as "the Parties," pursuant to Texas Labor Code §§ 301 061 and 302.002(c) with respect to Agency's release of proprietary information to Recipient. The obligations of the Parties are set forth in detail in **Attachment A** which is made a part hereof

1 2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies

SECTION 2 – Term, Amendments, and Termination

2 1 This contract shall be effective from the Begin Date to the End Date specified on the cover page.

2 2 Either party may suspend or terminate this contract at any time, on written notice to the other party specifying a termination date at least thirty (30) calendar days after the date of the notice. Such termination shall not relieve Recipient of the obligation to pay for all services prior to such termination at the rates provided herein, nor shall it entitle Recipient to any refund of the yearly subscription fee for online access to Agency records.

2 3 In the event of an emergency, Agency may suspend Recipient's online access without advance notice. and will reinstate access at the earliest practical time.

2.4 Agency may suspend all services without notice if Agency suspects a violation of the security provisions in **Attachment A,** Section 3. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of service will not result in security breaches. In the event of an extended suspension of service, Agency will notify Recipient as soon as possible.

2.5 Termination of this contract will not end Recipient's responsibility to protect the confidentiality of all Information obtained from Agency pursuant to this contract and remaining in Recipient's custody or control.

SECTION 3 – Consideration

3 1 Recipient agrees to pay Agency for services described in **Attachment A**.

3 2 Notwithstanding the rates set forth in **Attachment A**, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days

SECTION 4 – Protecting the Confidentiality of Records

4.1 "Information" means any records obtained by Recipient from Agency, including records and data compilations provided orally, electronically, or on paper. Information shall also include records obtained by Recipient through online access to Agency electronic files. Recipient shall ensure that Information is used only for purposes authorized by law and consistent with this contract Use of Information shall be subject to the provisions of this contract even if the Information is converted by Recipient into another format or medium or incorporated in any manner into Recipient's records, files, or data compilations.

4 2 Recipient shall limit access to Information to its officers and employees who need access to the Information to achieve the purpose listed in **Attachment A**, Section 1. Recipient shall not transfer the authority or ability to access or maintain Information under this contract to any other person or entity

4 3 Recipient shall create and maintain a system to store and process Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain Information by any means. Recipient shall ensure that such system is sufficient to allow an audit of compliance with the requirements of this contract. Recipient shall store Information in a place physically secure from access by unauthorized persons.

4.4 Recipient shall comply with 20 Code of Federal Regulations (C F.R) § 603.9, incorporated herein by reference, regarding safeguarding Information and insuring its confidentiality. A copy of 20 C.F.R. § 603 9 is attached as **Attachment A1**.

4 5 Recipient shall instruct all personnel having access to Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this contract and under state and federal law for unauthorized disclosure of Information Recipient acknowledges that all personnel who will have access to Agency Information have been instructed in accordance with the terms of this contract

4 6 Recipient shall notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Information or any Agency data has been or may be compromised in any way

4 7 Recipient shall dispose of Information and any copies thereof after the purpose set out in **Attachment A**, Section 1, is achieved, except for Information possessed by any court Disposal means return of Information to Agency or destruction of Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all Information within thirty (30) calendar days after the termination or expiration of this contract

4.8 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any Information in response to a request made under the Public Information Act or to a request made under any other law, regulation, or ordinance addressing public access to government records. Recipient shall inform Agency within twenty-four (24) hours of receipt by Recipient of service of a subpoena or citation in any action seeking access to Information.

4.9 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning Information.

SECTION 5 – Inspection and Audit

5.1 Recipient shall fully cooperate with any on-site inspections and monitoring activities of Agency So that Agency may audit Recipient's compliance with the requirements of state and federal law and this contract, Recipient shall permit Agency access to all sites containing Information, including Information maintained electronically, and to all workplaces used by personnel who have access to Information.

5.2 Recipient shall keep and maintain full, true, and complete and accurate records as necessary to fully disclose to Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives sufficient information to determine compliance with this contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any Information disclosure being processed) until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with contract requirements, this contract shall be cancelled and Recipient shall surrender to Agency all Information and copies thereof that have not previously been returned to Agency, and any other Information relevant to this contract, which was obtained under this contract Cancellation of this contract shall not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of confidential Information. Agency shall undertake any other action under this contract, or under any law of the State or of the United States, to enforce this contract, secure satisfactory corrective action, and return of the Information Agency shall take other remedial actions permitted under state or federal law to enforce this contract and 20 C F R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

7 1 This contract shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules. Venue of any suit brought under this contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

7.2 Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number

7.3 Agency's failure to enforce any provision of this contract does not constitute a waiver of that provision or any other provision.

7 4 Recipient, its employees, agents, contractors, and subcontractors agree to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs of liability arising from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of Information by Recipient

7.5 If any provision of this contract is held to be unenforceable by a court, this contract shall be construed as if such provision did not exist and the unenforceability of such provision will not render any other provision or provisions of this contract unenforceable

7.6 This contract is the entire agreement between the Parties. Any changes, deletions, extensions, or amendments shall be in writing and signed by both parties, except for revisions to rates as described in Section 3.2 of these General Terms and Conditions

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Attachment A

CONTRACT NUMBER 2911PEN094

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND GALVESTON COUNTY

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

The purpose of this contract is to provide Recipient with Agency's current unemployment compensation Information as follows

- Direct online access to Agency computer files for the following
  - Wage Records;
  - Unemployment Compensation Claim Benefit Information - limited access; and
  - Employer Master File Inquiry.

Subject to the security and confidentiality provisions of this contract, Recipient shall use Information obtained from Agency solely for the following specific purpose **to assist in criminal investigations; in locating defendants, witnesses and fugitives in criminal cases; in locating probation absconders and persons with outstanding warrants.** Any other use of the Information by Recipient shall be a breach of this contract.

SECTION 2 – Obligations of Agency

2 1 Agency authorizes online "read-only" access to the following Agency mainframe computer screens.

- Wage Records File (**BN75 screen**);
- Unemployment Compensation Claim Benefit Information - limited access (**CMES, CTCS, and BPCS screens**); and
- Employer Master File Inquiry (**IRS6 screen**)

2 2 Online access to Agency's data will routinely be available to Recipient Users on Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays Access to Agency's data may not be available at other times due to Agency's computer maintenance needs.

2 3 Agency reserves the right to conduct monitoring, evaluation, and audit of Recipient's access to Agency's Information, as provided under this contract

2.4 Agency records include Information provided to Agency by third parties including employers and employees. Agency does not warrant or guarantee the accuracy of Information provided under this contract.

SECTION 3 – Obligations of Recipient

3.1 Recipient shall not release or otherwise make accessible to any other party, the Information obtained hereunder except as specifically required in order to discharge the official duties described herein. Recipient shall not release any Information without the written consent of Agency Recipient shall maintain sufficient safeguards over all Information obtained from Agency to prevent unauthorized access to or redisclosure of any Information provided hereunder.

3 2 Security measures utilized by Recipient for the protection of Agency's confidential Information will conform, at a minimum, to the federal regulations contained in 20 C F R Part 603 and to the Texas Workforce Commission Data Security Policy. **Attachment A2**

3.3 All Recipient Users granted access under this contract to Agency data must execute Agency's User Information Security Agreement and complete **TWC Information Technology Security Awareness** training prior to being assigned a security password for online access to Agency data A copy of the User Information Security Agreement is attached as **Attachment A4**. A copy of an executed User Information Security Agreement with certification of completion of **TWC Information Technology Security Awareness** training must be received by the Agency contact person listed in this contract before a Security Password will be issued. Each User Information Security Agreement submitted must be cosigned by the supervisor of the Recipient User. Executed Recipient User Information Security Agreements must be submitted by Recipient contact person listed in this contract with a completed Cover Sheet for Transmitting User Information Security Agreement which is attached as **Attachment A5 On September 1, 2011**, all Recipient Users accessing the system under a prior contract will be terminated unless before that date Recipient submits a new User Information Security Agreement executed by Recipient User no more than thirty (30) calendar days prior to the date submitted, with an attached certification of completion of **TWC Information Technology Security Awareness** training dated no more than thirty (30) calendar days before submission.

3.4 Recipient must maintain on file a signed copy of the User Information Security Agreement and certification of completion of **TWC Information Technology Security Awareness** training for each Recipient User The security password for an individual Recipient User shall be immediately revoked upon termination of that individual or upon reassignment of a Recipient User into a position not authorized to access Agency's Information Recipient shall notify Agency within three (3) calendar days of the resignation or termination of a Recipient User Failure to revoke access of a Recipient User who has been terminated or reassigned and inform Agency of any termination or reassignment of a Recipient User shall be a breach of this contract and may result in immediate suspension of all access and termination of the contract as well as other penalties provided by law and this contract. All security codes, Recipient User names and passwords issued under this contract shall be cancelled upon the expiration of the contract One (1) year after the Begin Date of this contract and each year on the anniversary date of the Begin Date of this contract for the term of this contract so long as the contract or any renewal thereof shall be operative, access by a Recipient User shall be cancelled unless within thirty (30) calendar days of the anniversary date Recipient submits a new User Information Security Agreement executed by Recipient User no more than thirty (30) calendar days prior to the date submitted, with an attached certification of completion of **TWC Information Technology Security Awareness** training dated no more than thirty (30) calendar days before submission. Agency will grant access to **a maximum of twenty-five (25) Recipient Users,** all of whom shall be direct Recipient employees. Recipient shall screen potential Users and shall submit User Information Security Agreements for only those employees whom Recipient has determined shall pose no threat to the security of Agency Information.

3.5 Recipient Users shall not change or update any Information contained in Agency's computer stored files. Recipient Users shall not use any automated system or software to make multiple queries of Agency's computer stored files

3.6 Recipient shall not place Information obtained from Agency on mobile, remote, or portable storage devices, nor shall Recipient remove storage media from the facility used by Recipient without the prior written authorization of Agency

3.7 Recipient Users are authorized to access Agency's Information for the official purposes listed in Section 1 of this **Attachment A** only and may not divulge information obtained under this contract to any other individual or entity, except as strictly required to accomplish the official purposes listed in Section 1 of this **Attachment A.**

3.8 Recipient agrees to adopt and implement security guidelines and to ensure that only authorized Recipient Users will have access to view Agency's confidential Information and that any screen dump or other extraction of Agency Information will be protected from unauthorized use or redisclosure

3.9 Recipient will be solely responsible for disseminating any Information provided by Agency to the remainder of Recipient Users

3.10 Recipient agrees to notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Agency's Information has been or may be compromised in any way

3.11 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of Texas Government Code, Chapter 552. Recipient shall not release any Information obtained from Agency under this contract in response to a request made under Texas Government Code, Chapter 552, or to a request made under any other law, regulation, or ordinance addressing public access to government records

3.12 Recipient will pay each invoice on or before the 30th calendar day following the date of receipt of the bill from Agency Recipient shall send the payment to the address listed on the invoice along with a copy of the invoice

3.13 Recipient will treat Wage Records, Unemployment Compensation Claim Benefit Information, and Employer Tax Records obtained from Agency as confidential as required under Texas Labor Code § 301.081 and the Social Security Act of 1934

3.14 Recipient shall establish and maintain security safeguards and procedures to guarantee the confidentiality of all Information obtained from Agency. Such safeguards shall, at a minimum, comply with the requirements found at 20 C.F.R § 603.9, a copy of which is attached as **Attachment A1** and the requirements included in this contract.

3.15 Recipient's procedures to safeguard Information provided shall be subject to audit by Agency

3.16 Recipient shall be responsible to provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency's mainframe data base

3.17 Recipient agrees to accept liability for any damage to Agency's hardware, software, or Information when such damage is caused by the actions of employees or agents of Recipient, whether authorized or unauthorized Users pursuant to this contract

3 18 Recipient shall pay **a two thousand dollar ($2,000.00)** annual subscription fee for the online access described in Section 2 1 of this **Attachment A.** The twelve (12) calendar month period covered by the yearly subscription fee begins on the Begin Date listed in this contract Payment of the yearly subscription fee is due within thirty (30) calendar days from the Begin Date listed in this contract The yearly subscription fee is nonrefundable and shall not be prorated in the event of early termination of this contract or suspension of services Recipient shall send the payment to the address listed on the invoice and shall include with the payment a copy of the invoice.

3 19 Recipient shall submit to Agency a fully-executed Quarterly Self-Assessment Report, a copy of which is attached as **Attachment A3,** on the next-occurring quarterly filing date after the Begin Date of this contract. and on each quarterly filing date for as long as this contract is in effect The quarterly filing dates are January 1, April 1, July 1, and October 1 Each report must have been signed within the calendar month preceding the filing date.

SECTION 4 – Contact Persons

In all communications with Agency, Recipient shall include a reference to the TWC Contract Number. The Parties designate the following primary liaisons for implementation of this contract·

AGENCY CONTACT PERSON

External Data Sharing Contracts Manager
Office of General Counsel
Texas Workforce Commission
101 E 15th St., Room 266
Austin, TX 78778-0001

Phone 512-463-1607 or 512-936-2134
Fax 512-463-2990
Email ORContracts Management@twc state.tx.us

RECIPIENT CONTACT PERSON

Robert Powell
Chief Information Officer
Galveston County
722 Moody, 2nd Floor
Galveston, TX 77550

Phone 409-770-5409

Email· Rob powell@co galveston tx.us

RECIPIENT BILLING INFORMATION

IT Admin
Galveston County
722 Moody, 2nd Floor
Galveston, TX 77550

Phone. 409-766-2220
Email IT-Admin@co galveston.tx.us

Recipient may request a change in Recipient Contact Person by submitting to Agency a written request signed by the same individual with signature authority who signed on behalf of Recipient on page one of this contract.

All changes in Recipient Contact Person must be approved in writing by Agency. Agency shall provide Recipient with written notification of any change in Agency Contact Person.

SECTION 5 – Effect on Other Data Sharing Agreements Between the Parties

The Parties agree that this contract supersedes and replaces all other data sharing agreements between the Parties, including 2909PER143

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Attachment A1

PROTECTION OF CONFIDENTIALITY

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, DEPARTMENT OF LABOR
PART 603--FEDERAL-STATE UNEMPLOYMENT COMPENSATION(UC) PROGRAM, CONFIDENTIALITY AND DISCLOSURE OF STATE UC INFORMATION
SUBPART B--CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS

20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?

(a) In general For disclosures of confidential UC information under § 603 5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), § 603 5(e) (to a public official), except as provided in paragraph (d) of this section, § 603 5(f) (to an agent or contractor of a public official), § 603 6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603 22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information

(b) Safeguards to be required of recipients

(1) The State or State UC agency must

(i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603 10,

(ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons,

(iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means,

(iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems,

(v) Require each recipient agency or entity to

(A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and

(B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603 10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly

(vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction In any case, the information disclosed must not be retained with

personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis, and

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part

(2) In the case of disclosures made under § 603 5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also –

(i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access The audit must ensure that the information is not being used for any unauthorized purpose,

(ii) Ensure that all employees of entities receiving access to information disclosed under § 603 5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency

(c) Redisclosure of confidential UC information

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows

(i) To the individual or employer who is the subject of the information,

(ii) To an attorney or other duly authorized agent representing the individual or employer,

(iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity,

(iv) In response to a subpoena only as provided in § 603 7,

(v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor,

(vi) From one public official to another if the redisclosure is authorized by the State law.

(vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law, or

(viii) When specifically authorized by a written release that meets the requirements of § 603 5(d) (to a third party with informed consent)

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section

(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA

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Attachment A2

TEXAS WORKFORCE COMMISSION DATA SECURITY POLICY

It is the policy of the Texas Workforce Commission (Agency) to promote a secure environment for employees and clients, and to maintain management controls necessary for the safekeeping of Agency's resources and assets

Employees, physical property, and information related to the conduct of Agency operations are assets, entrusted to the care of Agency by the citizens of this state Safeguarding the security and integrity of these assets and using them in a cost-effective manner are basic responsibilities of Agency

The Agency relies heavily on its electronic data processing systems to meet its operational, financial, and informational requirements. It is essential that these critical systems are protected from accidents and misuse of all kinds, and that both the computer system and the data that they process be operated and maintained in a secure environment

It will be the responsibility of the Data Security Manager of the RECIPIENT AGENCY to determine and assign the computer access codes required for a user to perform the assigned job duties Access to computerized data will be limited to just that data needed to do the assigned job.

It is the responsibility of the Data Security Manager of the RECIPIENT AGENCY to make certain that all users are aware of, and comply with, the Agency's rules and regulations within their office

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Attachment A3

QUARTERLY SELF-ASSESSMENT REPORT

Recipient confirms that it is in compliance with the following requirements of 20 C.F.R. § 603.9.

1 Recipient uses the disclosed Information only for purposes authorized by law and consistent with the allowed use set forth in the contract between Recipient and the Texas Workforce Commission (Agency) **Yes:** _____ **No:** _____

2 Recipient stores the disclosed Information in a place physically secure from access by unauthorized persons **Yes:** _____ **No:** _____

3 Recipient stores and processes disclosed Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the Information by any means **Yes:** _____ **No:** _____

4 Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed Information stored in computer systems **Yes:** _____ **No:** _____

5 Recipient has instructed all personnel having access to the disclosed Information about confidentiality requirements, the requirements of 20 C F R § 603 9, and the sanctions specified in State law for unauthorized disclosure of information (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both) **By your signature below you acknowledge that all personnel having access to the disclosed Information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9. Yes:** _____ **No:** _____

6 Recipient adheres to the Agency confidentiality requirements and procedures which are consistent with 20 C.F R § 603.9 and the requirements of the contract between Recipient and Agency and shall report any infraction of these rules to Agency fully and promptly **Yes:** _____ **No:** _____

7 Recipient disposes of Information disclosed or obtained, and any copies thereof made by Recipient, after the purpose for which the Information is disclosed is served or as required by court order Disposal means return of the Information to Agency or destruction of the Information, as directed by Agency Disposal includes deletion of personal identifiers in lieu of destruction **Yes:** _____ **No:** _____

8 Recipient ensures that the Information disclosed shall not be retained with personal identifiers for longer than such period of time as TWC deems appropriate **Yes:** _____ **No:** _____

9 Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F R Part 603 and the contract between Recipient and Agency
Yes: _____ **No:** _____ [Describe, in an attachment, your system that allows audit of compliance]

By signature hereon, the contract signatory or the entity's internal auditor certifies that:
All statements and information prepared and submitted in the response to this Quarterly Self-Assessment Report are current, complete, and accurate

_____ _____
Signature Date

_____ **Contract Number 2911PEN094**
Printed Name, Title **Galveston County**

Return this Report to: External Data Sharing Contracts Manager | Office of General Counsel
Texas Workforce Commission | 101 East 15th Street, Room 266 | Austin, Texas 78778-0001
Fax 512-463-2990
Email ORContracts.Management@twc state tx us

Attachment A4
CONTRACT NUMBER 2911PEN094

TEXAS WORKFORCE COMMISSION
USER INFORMATION SECURITY AGREEMENT

I, _____ _____
(Print Name) (Social Security Number)

_____ _____ _____
(User phone number) (User work street address) (User email)

acknowledge that, as a Recipient User, I will be assigned a personal User Identification Code (User ID) and password that I will use to activate computer devices that access the Texas Workforce Commission's computer system. I understand that I will be held personally accountable for my actions and any activity performed under my User ID. Under no circumstances will I allow my User ID and confidential password to be used by any other individual, nor will I use one belonging to someone else. **I understand that any violation of this User Agreement including allowing any other individual to use my User ID or confidential password may be a violation of the Texas Penal Code and may result in the termination of the contract between Texas Workforce Commission and Galveston County for online data access. The use of Information obtained from the Texas Workforce Commission's computer system is limited to the following purpose only: to assist in criminal investigations; in locating defendants, witnesses and fugitives in criminal cases; in locating probation absconders and persons with outstanding warrants.**

I understand that online access under the above-described contract is limited to: Wage Records File (**BN75 screen**), Unemployment Compensation Claim Benefit Information - limited access (**CMES, CTCS, BPCS screens**), and Employer Master File Inquiry (**IRS6 screen**)

I will not enter any unauthorized Information, or make any changes to Information. I will not disclose any Information without prior authorization from the Texas Workforce Commission.

I understand that under Texas Labor Code § 301.085, all Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of, Information that reveals: (1) identifying information regarding any individual or past or present employer, or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to $4,000, or both.

I understand that under Texas Penal Code § 33.02(a), it is a criminal offense knowingly to access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by 180 days in jail (minimum) up to 99 years or life in prison (maximum), a fine of $2,000-$10,000, or both.

I have read and have had explained to me the security and confidentiality requirements of 20 C.F.R. Part 603 and the contract with the Texas Workforce Commission. I understand and agree to abide by these requirements. I also understand that if I violate any of these standards I may be subject to disciplinary action or prosecution under one or more applicable statutes, and I may jeopardize the contract with the Texas Workforce Commission.

_____ _____ _____
Signature of User Date Printed Name

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to data obtained under the contract with the Texas Workforce Commission including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in the Information Release Contract and in state law for unauthorized disclosure of information.

_____ _____ _____
Signature of Supervisor Date Printed Name

Contract Signatory or Recipient Contact Person Approval:

_____ _____ _____
Signature of Contract Signatory or Recipient Contact Person Date Printed Name

Distribution Instructions for User Information Security Agreement: Entity employing the User must retain the original user agreement. The User must be provided a copy by their employer. The entity employing the User must transmit a copy to the Texas Workforce Commission and must attach the following cover sheet.

Attachment A5

COVER SHEET FOR TRANSMITTING USER INFORMATION SECURITY AGREEMENT

To. RACF Administration

___ via email to racf.administration@twc.state.tx.us
(Document must be scanned and **encrypted** before sending)

___ via fax to 512-463-6394

___ via mail to. RACF Administration
Texas Workforce Commission
101 East 15th Street, Room 0330
Austin, Texas 78778-0001

From. **Galveston County (Recipient)**

_____(Recipient contact person name)

_____(Recipient contact person email)

Re: **TWC Contract Number 2911PEN094**

Enclosed are the following documents:

1) **Completed TWC User Information Security Agreement**

   AND

2) **TWC Information Technology Security Awareness training certificate**

Note. The TWC User Information Security Agreement must accompany the TWC Information Technology Security Awareness training certificate and include all signatures and the contract number. For questions on processing the TWC User Information Security Agreement, please email the RACF Administrator at racf.administration@twc.state.tx.us

TWC Contract - Amendment Number: 2911PEN094

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package

☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package Pen and ink corrections have been entered, initialed and the revised areas have been flagged

☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them

Galveston County

Mark Henry 8/23/11

Mark Henry Date
County Judge

AGENDA ITEM #13

RESOLUTION ELECTING TO BE ELIGIBLE TO PARTICIPATE IN TAX ABATEMENT AND ADOPTING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT AGREEMENTS IN REINVESMENT ZONES DESIGNATED WITHIN THE BOUNDARIES OF THE COUNTY OF GALVESTON, TEXAS

State of Texas	§
	§
County of Galveston	§

On this, the 23rd day of August, 2011, the Commissioners' Court of Galveston County, Texas convened in a **Regularly Scheduled** meeting with the following members present

Mark Henry, County Judge,
Patrick F. Doyle, Commissioner, Precinct No 1,
Kevin OBrien, 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, Galveston County strives to be an attractive location for economic development and enrichment for current and future residents,

Whereas, new jobs and investment will benefit the area economy, provide needed opportunities, strengthen the real estate market, and generate tax revenue to support local services,

Whereas, the creation and retention of job opportunities that brings new wealth is of the highest civic priority,

Whereas, the County of Galveston must compete with other localities across the nation currently offering tax inducements to attract new businesses, industries, and modernization projects;

Whereas, any tax incentives offered in Galveston County would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community,

Whereas, the abatement of property taxes, when offered to attract new jobs created by additional industrial and business investments, will enhance the local economy and provide a base to encourage improved diversification in the County of Galveston;

Whereas, to assure a common, coordinated effort to promote economic development in the County of Galveston, the guidelines and criteria should be in a form

and content acceptable to and in concert with the guidelines and criteria of governing bodies of the other taxing entities exercising ad valorem taxing authority within the County of Galveston,

Whereas, in accordance with Tex. Tax Code § 312.002, Galveston County may not enter into tax abatement agreements under the Property Redevelopment and Tax Abatement Act (Act), codified as Chapter 312 of the Texas Tax Code, unless the Commissioners' Court has established guidelines and criteria governing tax abatement agreements by Galveston County and has stated, by resolution, that Galveston County elects to become eligible to participate in tax abatement,

Whereas, in accordance with the Act, guidelines and criteria governing tax abatement agreements by Galveston County shall be effective for two years from the date adopted and may only be amended or repealed thereafter by a vote of three-fourths of the members of the Commissioners' Court,

Whereas, the adoption of guidelines and criteria governing tax abatement agreements does not limit the discretion of the Commissioners' Court to decide whether to enter into a specific tax abatement agreement,

Whereas, the adoption of guidelines and criteria governing tax abatement agreements does not limit the discretion of the Commissioners' Court to delegate to Galveston County employees the authority to determine whether or not the Commissioners' Court should consider a particular application or request for tax abatement,

Whereas, the adoption of guidelines and criteria governing tax abatement agreements does not create any property, contract, or other legal right in any person to have the Commissioners' Court consider or grant a specific application or request for tax abatement;

Whereas, the Director of the Galveston County Community Services Department has prepared the "Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas," which is attached hereto as Exhibit No 1, and

Whereas, Galveston County wishes to be eligible to participate in tax abatement

Now, Therefore, be it RESOLVED, by the Commissioners' Court of Galveston County, Texas, that the Galveston County Commissioners' Court hereby **ELECTS** to become and continue to be eligible to participate in tax abatement; and

Be it FURTHER RESOLVED, that the "Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas" attached hereto as Exhibit No 1 is incorporated herein for all purposes and is hereby **APPROVED** and **ADOPTED**

Upon Motion Duly Made and Seconded, the above Resolution is hereby **ADOPTED**, on this, the 23rd day of August, 2011

COUNTY OF GALVESTON, TEXAS, By:

Mark Henry, County Judge

Patrick F. Doyle,
Commissioner, Precinct No 1

Kevin OBrien,
Commissioner, Precinct No 2

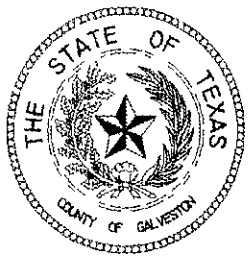
Stephen D Holmes,
Commissioner, Precinct No 3

Kenneth Clark,
Commissioner, Precinct No 4

ATTEST:

Dwight D. Sullivan,
County Clerk of Galveston County, Texas

Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas



Adopted by the Commissioners' Court of Galveston County, Texas
on August 23, 2011.

Galveston County Tax Abatement Guidelines and Criteria
2011-2013

1. **Introduction** These Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas, support the County's priority of utilizing planning and implementing policies and incentives to attract, retain, and expand industries, increase employment and wages, expand the tax base, and create new wealth opportunities in the community. Planning and implementing policies and incentives are critical goals towards achieving the growth, sustainability, and diversity of a regional economy The abatement of property taxes takes into consideration various project criteria when determining whether to grant abatement and the amount to be abated Galveston County is authorized to abate property taxes in accordance with the Property Redevelopment and Tax Abatement Act This same statute requires the County to develop and review its guidelines at least every two years for the eligibility and award of tax abatement These guidelines have been reviewed to help ensure that any abatement of property taxes achieves the County's economic development goals The Galveston County Commissioners' Court remains committed to fully evaluating the merits and benefits of each application for tax abatement and retains full discretion on whether or not and to what extent to grant the abatement of ad valorem taxes for any given project

2. **Resolution/Authority** These Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas (Guidelines and Criteria) are attached to and made a part of the Resolution of the Galveston County Commissioners' Court adopted on the 23rd day of August, 2011 The Commissioners' Court is authorized to adopt these Guidelines and Criteria in accordance with the Property Redevelopment and Tax Abatement Act, which is codified as Chapter 312 of the Texas Tax Code In accordance with requirements of the Property Redevelopment and Tax Abatement Act, the Commissioners' Court, by resolution, has elected to become eligible to participate in tax abatement and to that end has adopted these Guidelines and Criteria

3. **Effective Period – Sunset Provision** These Guidelines and Criteria are and shall be effective on and from August 23, 2011 through August 22, 2013, unless amended or repealed during the interim period by action of the Commissioners' Court of Galveston County, Texas

4. **Amendment or Repeal (super-majority required)** Pursuant to Tex. Tax Code § 312 002(c), these Guidelines and Criteria may be amended or repealed only by a vote of, at minimum, three-fourths of the members of the governing body of Galveston County Thus,

any repeal or amendment to these Guidelines and Criteria shall require a vote of no less than four (4) members of the Commissioners' Court (a "super-majority")

5. **No property right created/discretion retained.** The adoption of these Guidelines and Criteria do not limit the discretion of the County to decide whether to enter into a specific tax abatement agreement, do not limit the discretion of the County to delegate to its employee(s) the authority to determine whether or not the County should consider a particular application or request for tax abatement, and do not create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement

6. **Definitions** The following words and terms, when used in these Guidelines and Criteria, shall have the meanings set forth below unless the context *clearly* indicates otherwise

   a. **Abatement** means the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated for economic development purposes

   b **Abatement period** means the period during which all or a portion of the value of real property or tangible personal property that is the subject of an Agreement is exempt from taxation

   c. **Affected jurisdiction** means the County and every other taxing unit that includes within its boundaries real property that is to be included in a proposed or existing reinvestment zone

   d **Agreement** means a contractual agreement between a property owner and the County acting by and through its Commissioners' Court, or between a property owner and a taxing unit in Galveston County, for the purposes of tax abatement.

   e **Applicant** means a current or potential owner or taxable real property, or current or potential owner of a leasehold interest in taxable real property, applying for abatement pursuant to these Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act

   f **Base year value** means the assessed value of eligible property on January 1 preceding the effective date of the Agreement plus the agreed upon value of eligible property improvements made after January 1 but before the full execution of the Agreement, or the sales price if the property was conveyed subsequent to January 1, whichever is greater

g **Commissioners' Court** means the Commissioners' Court of Galveston County, Texas

h **Competitively-sited** means a project where the Applicant has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation, or new operations, including identification of specific sites in those locations

i **Convergent Technologies Facility** means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or development of computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.

j. **County** means Galveston County, Texas

k **Deferred maintenance** means improvements necessary for continued operations which do not improve productivity or alter the process technology.

l **Employee** means a person whose employment is both permanent and full-time, who is employed by the applicant for abatement for a minimum of 1,750 hours per year exclusively within the reinvestment zone, and whose employment is reflected in the tax abatement applicant's quarterly report filed with the Texas Workforce Commission

m **Expansion** means the addition of buildings, structures, fixed machinery, or equipment for purposes of increasing production capacity.

n **Facility** means property improvements completed or in the process of construction which together comprise an integral whole

o **Local Economic Zone** means the County and immediately adjacent counties, provided however, that the Local Economic Zone shall not extend greater than 100 miles from any part of the County.

p **Manufacturing Facility** means buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change

q **Modernization** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production

capacity Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, or equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both, but not for the purpose of reconditioning, refurbishing, or repairing

r **New Facility** means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

s **Other Basic Industry Facility** means buildings and structures, including fixed machinery and equipment, not elsewhere described, used or to be used for the production of products or services which primarily serve a market outside the Local Economic Zone Corporate home office is included in this definition

t **Productive Life** means the number of years a property improvement is expected to be in service in a facility

u **Regional Distribution Center Facility** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points at least 100 miles from any part of Galveston County

v **Regional Entertainment Facility** means buildings and structures, including fixed machinery and equipment, used or to be sued to provide entertainment through the admission of the general public where the majority of users reside at least 100 miles from any part of the County

w **Regional Office Facility** means a building of at least 100,000 square feet in construction excluding related parking facilities, constructed specifically for use by private companies whose scope of business is in the State of Texas and beyond and not limited to the Local Economic Zone

x **Regional Service Facility** means buildings and structures, including machinery and equipment, used or to be used to service goods where a majority of the goods being serviced originate outside the Local Economic Zone

y **Research Facility** means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto

z **Research & Development Facility** means buildings and structures, included fixed-in-place machinery and equipment, used or to be used entirely for research or experimentation to improve or develop current technology in biomedicine, electronics, or pre-commercial emerging industries

aa **Taxing unit** has the meaning ascribed in Sections 1 04 and 312.002(g) of the Texas Tax Code

7. **Eligibility.**

a. **Reinvestment Zone** To be eligible for tax abatement the owner must own taxable real property which is the subject of the tax abatement which is located within a reinvestment zone designated by the governing body of a municipality or the County in accordance with the Property Redevelopment and Tax Abatement Act and must enter into a written agreement with the County wherein the owner agrees to make specified improvements or repairs to the property and, if applicable, that such specified improvements or repairs to the property are being made in conformity with the municipality's comprehensive plan

b **Authorized Facility** A Facility may be eligible for abatement if it is a Convergent Technologies Facility, Manufacturing Facility, Regional Distribution Center Facility, Regional Entertainment Facility, Regional Office Facility, Regional Service Facility, Research Facility, Research & Development Facility, or Other Basic Industry and meets the other requirements of these Guidelines and Criteria

c **Creation of new value** Abatement may only be granted for the increase in appraised value of eligible property located in the reinvestment zone made subsequent to and specified in the Agreement between the County and the property owner and lessee (if applicable), subject to such limitations as the Commissioners' Court and the Texas Tax Code may require

d **New and existing facilities** Abatement may be granted for both new facilities and structures and for the expansion or modernization of existing facilities and structures, unless the property is property described by Section 312.211(a) of the Texas Tax Code (in which event requirements must conform with Section 312 211)

e **Leased facility** If a leased facility is granted tax abatement, then the Agreement shall be executed with both the lessor (owner) and the lessee

f **Eligible Property**. Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the Facility at the discretion of the Commissioners' Court The value of all property shall be the certified appraised value for each year, as finally determined by the Galveston Central Appraisal District

g. **Ineligible Property** The following types of property shall be fully taxable and are ineligible for tax abatement land, inventories, supplies, tools, furnishings and other forms of movable personal property, vehicles; vessels; aircraft, housing, hotel accommodations; furniture; deferred maintenance investments, property to be rented or leased (except as provided in Leased Facilities above), property which has a productive life of less than 15 years, any improvements, including those to produce, store, or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated, or directed by a political subdivision of the State of Texas, or any property exempted by local, state, or federal law

h **Forego Protest. Applicant agrees to forego any protest, application, negotiations, or other procedures available to taxpayers that would challenge or dispute the assessed value annually determined by the Galveston Central Appraisal District.**

i **Basic Qualifications**. To be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement

1) Must be shown to directly create employment for at least 15 additional permanent full-time Employees or prevent the loss of at least 15 permanent full-time Employees, wherein the worksite for the Employees is within the reinvestment zone,

2.) Must be shown to not solely or primarily have the effect of transferring employment from one part of the County to another part of the County,

3) Must be competitively-sited,

4) The total expenditure for the construction and addition of eligible, taxable property must exceed $3,000,000 upon completion of the contractually defined construction period; and

5.) Notwithstanding the immediately preceding subsection, if the Commissioners' Court finds, by way of the application for tax abatement, that the project is within a concentration of tourist related business activities and that the project would substantially enhance neighboring tourist related businesses, including increasing average occupancy of existing hotel rooms by a minimum of twenty-percent (20%), the Commissioners' Court may consider granting tax abatement for a base total expenditure for construction of eligible taxable property of $2,000,000 upon completion of the contractually defined construction period.

8. **Term/Maximum Term of Tax Abatement**.

a **Effective date** Abatement shall be effective with the January 1 valuation date immediately following the date of execution of the Agreement

b **Term limit** Tax abatement may be granted for an abatement period of up to seven (7) years, inclusive of construction The Commissioners' Court reserves the right to set the proportion and length of the abatement, but will first consider granting the proportion and term of tax abatement adopted by the municipality, if applicable In no event shall the abatement period, inclusive of construction and completion, exceed seven (7) years

c **Earlier term limit for Regional Office Facility** Notwithstanding the foregoing, abatement for a Regional Office Facility is terminated at the end of the abatement period or sixty (60) days following the date that the respective municipality in which the facility is located has issued certificates of occupancy for at least eighty percent (80%) of the total leasable space in the building, whichever occurs first. Applicant shall provide, at minimum, yearly reports to the County showing the percentage of certificates of occupancy issued relative to total leasable space with such yearly reports being provided to the County no later than the end of February in each year, and shall provide notification of reaching the eighty-percent (80%) threshold no later than thirty (30) calendar days after reaching the eight percent threshold.

9. **Abatement in taxing jurisdiction of a municipality (joining municipal tax abatement)**.

a. **Term**. Galveston County may consider joining in approved municipal abatements for an abatement period of up to seven (7) years, inclusive of construction, upon application by the municipality to the Commissioners Court

b **Application by municipality** In making such application to the Commissioners Court, the municipality must include a certified copy of the tax abatement application that the

applicant submitted to the municipality and a certified copy of the tax abatement agreement entered into between the municipality and the Applicant

c **Eligibility** To be eligible for abatement by the County, the requested tax abatement must be eligible and conform to the requirements of these Guidelines and Criteria, including without limitation, Sections 6, 7, 8 and 17 of these Guidelines and Criteria.

d **Agreement (amendment to municipal agreement or separate agreement)**

1) The County may participate in the abatement through the vehicle of an amendment to the municipal tax abatement agreement, or through a separate agreement entered into between the County and the Applicant The terms of the County's participation in the abatement are not required to contain terms identical to those contained in the agreement with the municipality

2) In the event of an amendment to the municipal tax abatement agreement, the amendment shall, at minimum, include specifying the term of the County's participation, the proportion of value to be abated, the date upon which abatement commences (for the municipality and for the County), the date upon which the abatement ends (for the municipality and the County), and the date that taxes shall be due and payable. The amendment shall also, at minimum, include provisions addressing Sections 12 through 17 of these Guidelines and Criteria The County's participation in abatement on property within the taxing jurisdiction of a municipality remains subject to these Guidelines and Criteria

10. Tax Abatement in County Reinvestment Zone

a **Unincorporated areas** The Commissioners Court, by order, may designate as a reinvestment zone an area of the County that does not include area in the taxing jurisdiction of a municipality

b. **Public Hearing/Designation of area as a reinvestment zone**

1) The Commissioners' Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property to be included in the zone and would contribute to the economic development of the County

2) At the hearing, interested persons are entitled to speak and present evidence for or against the designation

3) Advance notice of the public hearing must be given in compliance with the requirements of Sections 312 201 and 312 401 of the Texas Tax Code. Accordingly, not later than the seventh (7th) day before the date of the hearing, notice of the hearing must be

a) Published in a newspaper having general circulation in the County, and

b) Delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone For purposes of this requirement, the County shall mail the notice of the public hearing to the respective presiding officer(s) by certified mail, return receipt requested, with proper postage affixed

4) Notice is presumed delivered when placed in the mail postage-paid and property addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the County is considered to have been delivered to the addressee

c **Expiration of reinvestment zone under this section** The designation of a reinvestment zone under this section expires five years after the date of the designation and may be renewed for periods not to exceed five years. Provided however, that the expiration of the designation does not affect existing agreements made under this Section

d. **Enterprise Zone** Designation of an area as an enterprise zone under Chapter 2303 of the Government Code constitutes a designation of the area as a reinvestment zone under these Guidelines and Criteria without further hearing or other procedural requirements other than those provided by Chapter 2303 of the Government Code.

e **Location** Property may be located both in a reinvestment zone designated by the County under this section and in a reinvestment zone designated by a municipality

f **Prohibition**. The County shall not establish a reinvestment zone for the purpose of tax abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility

g. **Proportion of tax to be abated**

1.) The total proportion of value to be abated shall be provided on the following schedule based on percent of Galveston County hires

Percent of Galveston County Hires	Maximum percent of value that may be abated
0 - 05%	20%
06 - 15%	30%
16 - 25%	40%
26 - 35%	50%
36 - 45%	60%
46-55%	70%
56-66%	80%
66-75%	90%
76+%	100%

2) Notwithstanding the foregoing, in the event the Applicant plans the removal in whole or in part of existing improvements in connection with the construction of new eligible properties, tax abatement shall be reduced from the percentage level provided for herein The percentage to be abated shall be calculated as follows:

a) Ascertain the appraised value of the improvements to be removed as of January 1 immediately preceding the date of the application,

b) Subtract the above appraised value from the amount of the eligible properties to be constructed, and then

c) Divide the remainder by the said amount of eligible properties to be constructed to find the percentage of abatement of the value of such eligible properties and multiply that result by the total of allowed percentage abatement

h. **Taxability**. Subsequent to full execution of the Agreement and for the duration of the abatement period specified within the Agreement, taxes shall be payable as follows

1) The value of ineligible property shall be fully taxable,

2) The base year value of existing eligible property as determined each year shall be fully taxable,

3.) The additional value of new eligible property shall taxable in the manner described in Subsection (g) above, and

4) If the base year value decreases during the term of a tax abatement or if an additional exemption is granted by the State or Federal government, then the maximum amount of abatable value to be used in abatement calculation (the Cap) will be reduced each year at the same rate

i **Galveston County Employment** Applicant and Applicant's contractors may employ in the construction phase and afterwards in facility operations, supervisory and administrative personnel as deemed most suitable, wherever located Preferential treatment shall be given to hiring operations and construction workers residing in Galveston County, not only in the construction phase of the facility, but also during operations thereafter.

j **Galveston County Vendors** The Applicant and Applicant's contractors shall make every effort to utilize the services of Galveston County vendors where applicable during construction and operations

11. **Application for Abatement**.

a. **Written application** Any current or potential owner or lessee of taxable property in the County may request tax abatement by filing a written application with the County, through its Community Services Department (CSD), prior to any public expression of a siting decision The Commissioners' Court has developed an application for this purpose and a completed application must be submitted (along with required supporting documentation and fee payment) A copy of the application is attached to these Guidelines and Criteria. The physical location and mailing instructions for the submission of application, are as follows

Attn Director,
Galveston County Community Services Department
722 Moody, 5th Floor
Galveston, Texas 77550

b. **Contents.** The application shall be signed by the owner or lessee, as applicable, and accompanied by

1.) A general description of the proposed use and the general nature and extent of the modernization, expansion, or new improvements to be undertaken,

2) An application fee of $1,000, payable to Galveston County (fee is non-refundable),

3) A descriptive list of the improvements which will be a part of the facility,

4) An estimate of the cost of the improvements,

5.) An estimate of the number of employees during construction and thereafter to operate the facility;

6) A map and metes and bounds of the property;

7) A legal description of the property,

8) A time schedule for undertaking and completing the proposed improvements,

9) A proposed program for the recruitment of local employees in the construction and operation of the facility together with a statement affirming the Applicant's commitment to equal employment opportunity and hiring, at all levels, including a plan to implement and ensure such equal employment opportunity;

10.) A certification prepared by the County Tax Assessor-Collector stating that all of Applicant's tax accounts within the County are paid on a current basis,

11) Financial and other information the County deems necessary for evaluating the financial capacity of the Applicant,

12) Information pertaining to the reasons that the requested tax abatement is necessary to ensure the proposed project is built in the County (i e , documentation supporting assertion that "***but for***" a tax abatement, the stated project could not be constructed in the County),

13.) For a leased facility, the Applicant shall provide with the application the name and address of the lessor and a draft copy of the proposed lease or option to contract In the event a lease or option contract has already been executed with the owner of the site, the document must include a provision whereby the abatement applicant may

terminate such contract without penalty or loss of earnest money in the event the County does not grant a tax abatement;

14) A narrative addressing the points raised in the description of narrative accompanying the Application for Tax Abatement form;

15) Applicant shall include its history of environmental compliance, and

16) Confirmation on whether the property is located within a reinvestment zone established under the Tax Increment Financing Act, and if so, then Applicant shall also provide a list of the members of the board of directors for the TIFA reinvestment zone, detailing their positions on the board, and, at minimum, contact information for the chair of the board and the secretary of the board

c **Modernization** In the case of modernization, Applicant shall include a statement of the assessed value of the facility separately stated for real and personal property for the tax year immediately preceding the application

d **Job Retention**. In the case of an application based on job retention, Applicant shall include a statement and sufficient information to verify the potential of job loss that would occur without the abatement

e **Review by CSD** Upon receipt of a complete application, the Director of the CSD shall make an initial determination of whether the project qualifies for tax abatement under these Guidelines and Criteria, and issue his recommendation as to whether the proposed project qualifies under these Guidelines and Criteria to the Commissioners Court, including requesting authorization from the Commissioners Court regarding scheduling the public hearing, creating the reinvestment zone, and negotiating the tax abatement agreement If an Agreement is subsequently approved by the Commissioners Court, then the Director of the CSD shall provide a fully executed copy of the Agreement to the Galveston County Auditor and to the Galveston County Tax Assessor-Collector.

f. **Prohibition** The County shall not establish a reinvestment zone or enter into a tax abatement agreement if the County finds that an application was received after a project commenced construction or installation of improvements

g **Increase in value**. If the County intends to act favorably on the application and enter into an agreement with the Applicant, the County shall do so in writing with the owner of the taxable real property located in an area designated as a reinvestment zone to exempt

from taxation all or a portion of the increase in the value of the property over its value in the year in which the agreement is executed, subject to the provisions of Section ____ of these Guidelines and Criteria Property eligible for abatement includes only new improvements commencing after approval of a tax abatement agreement with the County The County may not enter into a tax abatement agreement unless it finds that the terms of the agreement and the property subject to the agreement meet the requirements of these Guidelines and Criteria.

12. <u>Agreement</u>.

a **Prior written notice of tax abatement agreement to other taxing units** Not later than the seventh (7th) day before the date on which the County enters into an Agreement, the Director of the CSD serving as the County's designee shall deliver to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located a written notice stating that the County intends to enter into the agreement The notice must include a copy of the proposed agreement. The notice is presumed delivered when placed in the mail postage paid and properly addressed to the presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the County is considered to have been delivered to the addressee

b **Approval by Commissioners Court/Resolution required** To be effective, an agreement must be approved by the affirmative vote of a majority of the members of the Commissioners Court at a regularly scheduled meeting of the Commissioners Court. After the public hearing, the Commissioners Court shall adopt a resolution finding that the proposed agreement filed with the resolution, a copy of which must be attached thereto, meets the applicable provisions of these Guidelines and Criteria The resolution shall also authorize the execution of the agreement with the owner of the facility or, if applicable, the lessee

c **Specific terms of tax abatement agreement – statutory mandatory requirements.** The execution, duration, and other terms of the Agreement are governed by the provisions of Sections 312 204, 312 2041, 312.205, and 312 211 of the Tax Code applicable to a municipality Accordingly, the Agreement shall:

1) List the kind, number, and location of all proposed improvements of the property;

2.) Provide access to and authorize inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

3) Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect,

4) Provide for recapturing property tax revenue lost as a result of the Agreement if the owner of the property fails to make the improvements or repairs as provided by the Agreement,

5.) Contain each term agreed to by the owner of the property,

6) Require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the Agreement, and

7) Provide that the Commissioners Court may cancel or modify the Agreement if the property owner fails to comply with the Agreement

d **Specific terms of tax abatement agreements – additional mandatory requirements**
The Agreement shall also.

1) Include a map showing existing uses and conditions of real property in the reinvestment zone,

2) Include a map showing proposed improvements and uses in the reinvestment zone;

3) List the commencement date and termination date of abatement,

4.) Include a provision that the Agreement shall be effective when executed by all parties and, if the reinvestment zone is being designated by a municipality, upon the final passage of an ordinance designating the reinvestment zone,

5) Include provisions that the owner or lessee will: obtain and maintain all required permits and other authorizations from the Federal and State agencies with authority regarding the property, including without limitation and if applicable, the United States Environmental Protection Agency and the Texas Commission on Environmental Quality (TCEQ) for the construction and operation of its facility and for the storage, transport, and disposal of solid waste, and seek a permit from the TCEQ for all grandfathered units on the site of the abated facility by filing with the TCEQ, within three years of receiving the abatement, a technically complete application for such a permit,

6) List the proposed use of the facility, the nature of construction, time schedule, property description, and improvement list,

7.) Include a requirement that the Applicant annually file a report with the County describing the Applicant's efforts towards local hires and using local vendors and subsequent to completion, progress on construction. This annual report to the County shall also include a January employee count for the abated facility that corresponds to employee counts reported in the facility Employer's Quarterly Report to the Texas Workforce Commission for the quarter most recently ended at calendar year-end, and

8.) List whether the property subject to abatement is located within a reinvestment zone established under the Tax Increment Financing Act, and if no, then the Owner shall be required to represent and warrant that the property is not located within a reinvestment zone established under the Tax Increment Financing Act

e **Mandatory terms in these Guidelines are not limitations on requiring additional terms for tax abatement** The Commissioners' Court retains the right to require additional terms and conditions for abatement and the listing of mandatory provisions specified in this Section 12 is not a limitation on the terms and conditions that may be required by the Commissioners' Court

13. Recapture

a **Discontinuation/Significant Reduction of production** In the event the facility is completed and begins producing product or service, but subsequently discontinues or significantly reduces producing product or service for any reason for a period of 180 days while the Agreement is active, or one year in the event of a declared disaster under the Texas Disaster Act of 1975 in which the disaster is the cause for the discontinuation, then the Agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces or significantly reduces production. The taxes otherwise abated for that calendar year shall be paid to the County within sixty (60) calendar days from the date of termination Any reduction of 50% or more from the estimated production/service in the application shall constitute a significant reduction in the production of product or service. The company or individual shall notify the County in writing at the address stated within the Agreement within ten (10) business days from any discontinuation or significant reduction, stating the reason for the discontinuation or significant reduction and the projected length of the discontinuation or significant reduction. If the County determines that this requirement for notification has not been complied with, the Agreement may be terminated immediately and all taxes previously abated by virtue of the Agreement shall be recaptured and must be paid within sixty (60) calendar days

b **Default under terms and conditions of Agreement.** Should the County determine that the company or individual is in default according to the terms and conditions of its Agreement, the County shall notify the company or individual in writing at the address stated within the Agreement or at such other address that the individual or company has subsequently provided to the County for notice, and if the default is not cured within sixty (60) calendar days from the date of such notice (Cure Period), the Agreement may be terminated immediately and all taxes previously abated by the Agreement shall be recaptured and must be paid within sixty (60) calendar days If the County does not receive full payment within said sixty (60) days, a penalty equal to fifteen percent (15%) of the total amount abated may be added

c **Delinquent ad valorem taxes cause for termination.** If the company or individual allows any ad valorem taxes owed to the County or other taxing unit within the County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest, then the Agreement may be terminated and all taxes previously abated by the Agreement shall be recaptured and must be paid within sixty (60) calendar days of the termination If the County does not receive full payment within said sixty (60) days, a penalty equal to fifteen percent (15%) of the total amount abated may be added

14. <u>Administration</u>

a **Appraisal by GCAD** The Galveston Central Appraisal District (GCAD) annually determines the assessment of the real and personal property comprising the reinvestment zone Accordingly, each year the company or individual receiving abatement shall furnish the Chief Appraiser of the GCAD with such information as may be necessary for the abatement After the value has been established by the GCAD, the GCAD shall notify the affecting taxing jurisdictions of the certified appraised value of the property

b **Completion of construction.** Upon completion of construction, the CSD shall annually evaluate each facility receiving abatement to ensure compliance with its Agreement and report violations to the Commissioners Court.

15. <u>Assignment</u>. An Agreement may be assigned to a new owner or lessee of a facility only with the prior written consent of the Commissioners Court Assignment is subject to the financial capacity of the proposed assignee and other factors at the discretion of the Commissioners Court. No assignment shall be approved if the assignor or the assignee is indebted to the County or to other affected taxing jurisdictions for past due ad valorem taxes or other obligations Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms

and conditions set forth in the Agreement Any assignment shall be to an owner that continues the same improvements or repairs to the property (except to the extent that such improvements or repairs have been completed, in which event the assignor and assignee shall each certify as to such completion) and continues the same use of the facility as stated in the Agreement with the Applicant (now proposed assignor). Approval of assignment shall not be unreasonably withheld

16. **Confidentiality of Proprietary Information/Public Information Act** Applicant acknowledges that the County is a governmental body subject to the Public Information Act and thus is required to release information in accordance with the Public Information Act. Applicant may be required to provide information in connection with its application or ongoing monitoring requirements that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which abatement is being sought Section 312 003 of the Tax Code provides for the confidentiality of such information provided to a taxing unit in connection with an application or request for tax abatement until the tax abatement agreement is executed Applicant acknowledges that Section 312.003 affords confidentiality for such information only until the tax abatement agreement is executed. Applicant further agrees to and shall clearly and conspicuously mark any information that it considers to be proprietary, trade secret, or otherwise confidential in its application or other information furnished to the County to facilitate the procedures for notice to third party under the Public Information Act, which are contained at Section 552 305 of the Government Code

17. **Immigration Compliance/Use of E-Verify required**

    a **Compliance with U.S. Immigration Reform and Control Act of 1986** To the best of Applicant's knowledge, having undertaken reasonable diligence, none of the Applicant's personnel is an unauthorized alien and Applicant at all times shall comply with the U S Immigration Reform and Control Act of 1986, as amended Applicant further agrees that it shall not subcontract services to any subcontractor who utilizes persons not eligible for employment within the United States

    b **Use of E-Verify required** The United States Department of Homeland Security's Employment Eligibility Program is known as E-Verify. The E-Verify Program is used to electronically confirm an employee's eligibility to work in the United States, however it is not a substitute for complying with I-9 requirements To be eligible for abatement, an Applicant shall comply with I-9 requirements and shall utilize E-Verify to confirm the eligibility of its employees to work in the United States.

18. **Abatement on properties within a TIFA reinvestment zone** In the event of real property located within a reinvestment zone established under the Tax Increment Financing Act (TIFA) (codified at Chapter 311 of the Tax Code), the County may enter into an Agreement with an owner of real property in the TIFA reinvestment zone regardless of whether the County deposits or agrees to deposit tax increment into the tax increment fund However, to be effective, the agreement to abate taxes on real property in a TIFA reinvestment zone must also be approved by the board of directors of the respective TIFA reinvestment zone and the governing body of each taxing unit that imposes taxes on real property in the TIFA reinvestment zone and deposits or agrees to deposit any of its tax increment into the tax increment fund for the TIFA reinvestment zone If the County participates in the TIFA reinvestment zone and enters into an abatement agreement with an owner of real property in the TIFA reinvestment zone, then the taxes that are abated under the abatement agreement are not considered taxes to be imposed or produced by the County in calculating the amount of the tax increment of the County of the County's deposit to the tax increment fund for the TIFA reinvestment zone

19. **Severability** If any provision of these Guidelines and Criteria is held invalid by a court of competent jurisdiction, the invalidity shall not affect the other provisions of these Guidelines and Criteria that can be given effect without the invalid provision, and to this end the provisions of these Guidelines and Criteria are severable. Additionally, for purposes of clarification, Section 312 209 of the Tax Code pertains to the regulation and removal of outdoor signs, and the provisions amending the Property Redevelopment and Tax Abatement Act in Chapter 221, Acts of the 69th Legislature, Regular Session, 1985, are within Article 4 of said legislation and likewise pertain to signage and do not prohibit or even pertain to the allowability of severability in construing these Guidelines and Criteria

Application for Tax Abatement by Galveston County, Texas

This application, required supporting documentation, and a $1,000 application fee made payable to Galveston County (non-refundable) must be submitted to the Galveston County Community Services Department to be eligible for consideration for tax abatement by the Commissioners' Court of Galveston County The mailing address and location for Galveston County Community Services Department is 722 Moody, 5th Floor, Galveston, Texas 77550 ***This application will become part of the tax abatement agreement and any knowing false representations will be grounds for terminating the application and/or voiding the tax abatement agreement.*** Galveston County will forward copies of this application to other taxing jurisdictions if required by the Property Redevelopment and Tax Abatement Act

Part I. Applicant Information **Application Date** ___/___/_____

Company name* (complete corporate name must be listed)._____

_____

Company address _____

Local address (if different than above) _____

Local Phone Number _____ E-Mail _____

Local Fax Number:_____ Annual Sales _____

State of Incorporation _____ Years in Galveston County._____

Total number of employees worldwide _____

Total number of employees in Texas._____

Total number of employees in Galveston County _____

Name and Address of Registered Agent _____

_____

*Attach a description of Applicant Company, including brief history, corporate structure, financial statement and annual report, and legal documents showing incorporation information and authority to conduct business in the State of Texas If Applicant conducts business under an assumed name, then Application must include legal documents showing authority to conduct business under assumed name

Part II. Project Information

Project site location address _____

Legal description* _____

_____

Taxing units at project site

School District _____ College District _____

Municipality _____

Tax Account Number(s) _____

*Attach plat survey, with a metes and bunds description, for project site

Project description** (check applicable) ☐ New Construction ☐ Expansion

**Attach statement fully explaining project and describing existing site and all proposed improvements, and provide complete detailed (line item) Investment Schedule/Budget detailing improvements for which abatement is requested

Type of Facility*:

- ☐ Convergent Technologies
- ☐ Manufacturing
- ☐ Regional Distribution Center
- ☐ Regional Entertainment
- ☐ Regional Office
- ☐ Regional Service
- ☐ Research
- ☐ Research & Development
- ☐ Other Basic Industry

Describe product or service to be provided and to what purpose _____

_____

_____

*For regional facilities, provide market studies, business plans, or other materials demonstrating that the facility is intended to serve a primary market that lies at least one hundred (100) miles outside of Galveston County

Variance

Is Applicant seeking a variance from the Galveston County Tax Abatement Guidelines and Criteria?

☐ Yes ☐ No

If yes, attach a letter requesting and justifying the variance and include documentation to support the requested variance

Part III. Economic Information

Construction Estimate

Start Date _____ Contract Amount $_____

Completion Date _____ Peak Construction Jobs _____

Construction Man-Years _____

If Modernization:

Estimated current economic life of structure _____ years

Added economic life of structure _____ years

Permanent Job Creation/Retention of existing permanent jobs in Galveston County

Current employment _____

Jobs to be retained _____

Jobs to be created _____

Estimated Appraised Value On Site	**Land**	**Improvements**	**Total**
Value on January 1 preceding abatement (per GCAD records and account number)			
Estimated value of new abatable investment Building			
Estimated value of new abatable investment Fixed and in place machinery and equipment			
Estimated value not subject to abatement (e.g., inventory)			
Estimated value of property subject to ad valorem tax at end of abatement			

Company Representative Authorized for Contact:

Name _____

Title _____

Telephone: _____

E-mail _____

Applicant's Authorized Company Official:

Name _____

Title _____

Telephone _____

E-mail _____

Signature of Applicant's Authorized Company Official tendering this Application for Tax Abatement: _____ (Application must be signed)

Description of Narrative
(must be included with Application)

Introduction to the Company Applicant shall describe the company's business activities, locations, primary markets, history (when and where incorporated), headquarters location, parent or subsidiary company information to include a complete diagram showing names, ownership percentages, and which companies will be active and in what capacity on the project Applicant shall also include the names of chief officers, and provide a copy of the annual report or financial statements

Reasons for seeking abatement Applicant shall state its reasons for seeking tax abatement and should include any special considerations Applicant should state how the project will benefit the community where it will be located If the Applicant is requesting any variances, it shall provide justification for the variance requested

Describe the project Applicant should provide facts about the proposed site (acreage, cost, location, ownership), and describe the type and value of proposed improvements Applicant shall include a construction budget in line item format, and list fixed in place equipment to be included in the project Applicant shall include a project timeline (running from start date through end date) Applicant shall provide environmental impact information and note any anticipated impacts of the project on the environment, including but not limited to, water quality, storm water and runoff, floodplain and wetlands, solid waste disposal, noise levels, and air quality Applicant shall include its history of environmental compliance

Jobs Applicant must provide information on its current level of employment including current payroll and the breakdown of current employment by zip code Applicant must provide a copy of the company's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment at time of application Applicant must provide information on the projected job creation associated with the project, including new employee needs (for example, skilled versus non-skilled, level of education, experience, etc), its proposed pay scale, any training that the company will provide to its new employees; upward mobility opportunities, career tacks, etc , available to less educated and experienced workers, if this is a consolidation, then information on the number of new hires versus the number of transfers, and information on construction jobs to be created by the project

Competition with local business Applicant shall list any competition or similar businesses in the rea and describe how abatement will impact competition with other similar businesses in the area

Alternative site considerations Applicant shall provide information on alternative site considerations and/or incentives being offered to the company Applicant shall state who the company has visited with outside of Galveston County concerning tax abatement in another county, state, or country, and provide copies of any letters of intent from the entities offering abatement/incentive(s)

Lease Agreement If Applicant will be leasing property, it must attach a copy of the lease If the company owns or is purchasing land, Applicant must attach a copy of deed or executed contract-option to purchase and there must be an "out clause" listed in the special provisions stating that if tax abatement is not granted, then Applicant will not be held to the terms of the contract with the lessor/owner

Completeness of Submission Applicant's application for tax abatement shall not be considered complete until all required information has been provided to Galveston County For questions, Applicant should contact the Director of the Galveston County Community Services Department.

AGENDA ITEM #14

utmb Health

Working together to work wonders.

Office of the Vice President - Finance – Clinical Enterprise

08/12/11

Mr Lanny Brown
Director Community Services
Galveston County IHC
722 Moody 5th Floor
Galveston, TX 77550

Re

Dear Mr Brown

UTMB agrees to accept Galveston County's proposed settlement in the amount of $93,456.00 as payment in full for Hospital and Professional services rendered to during the period of July 28, 2010, through November 9, 2010

Hospital Charges	$131,523 37
Professional Charges	$ 40,758.69
Total Charges	$172,282 06
Discount	-$ 78,826.06
Settlement Amount	**$ 93,456.00**

If you should have any questions, feel free to contact me directly at (409)772-3446

Sincerely,

David Connaughton
Vice President, Finance – Clinical Enterprise

Enclosed

AGENDA ITEM #15

Public Notice

Galveston County Indigent Health Care Program

Community Family Health Care
2000 Texas Avenue, Suite #200
Texas City, Texas 77590
409 949 3444

Community Family Health Care
4700 Broadway, Suite –F
Galveston, Texas 77550
409 763 7200

8 00 am -5 00pm Monday-Friday

Eligibility Requirements
County Resident- Income- Resources- Household Composition

Services

- Physician's Service- Primary Care Providers (4C's Clinic)
- Inpatient/Outpatient Hospital Care-
- 3-Prescription per Month
- Family Planning Services
- Laboratory
- X-rays Services
- Immunizations

All Services Must Be Medically Necessary

Information Needed to Apply

- Social security Cards for all members of the household
- Proof of identification
- Proof of ALL household income- (w-9, check stubs, unemployment vouchers, unearned income, checking/saving account statements)
- Proof of residency – (Must be a County Residence for 6 months)

All Changes must be reported within 14 days

You have the right to:

- Obtain an application by mail- Have assistance in preparing forms
- Eligibility determined within 14-days after completion of application
- Appeal a denial of acceptance
- Equal treatment regardless of race, color, religion, sex, age, national origin, political or handicapped

On this, the 23rd day of August, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

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

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

WHEREAS, §61.023 of the Indigent Health Care Act (Act) states that at the beginning of the State Fiscal year the County must provide public notice of the County's eligibility standards. It also requires the County to make reasonable effort to notify the public of the County's application, documentation, and verification procedures that applications must comply with to establish such eligibility and,

WHEREAS, §61.023 (d) of the Indigent Health Care Act provides the County may change these eligibility Standards to make them more or less restrictive than the preceeding standards as long as the revised standards are no more restrictive than the minimum standards adopted by the Texas Department of Health (TDH) under § 61.006 of the Act; and,

WHEREAS, current minimum TDH standards allow a net income eligibility level equal to 21% of the federal poverty level as such level is based on the federal Office of Management and Budget poverty index; and

WHEREAS, current minimum TDH standards provide that expenses allowable for state participation, following the eight percent trigger, are a net income eligibility level equal to 21% of the federal poverty level.

WHEREAS, the County of Galveston now wishes to increase the current eligibility standards;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Galveston County, Texas does hereby order:

1) That, continuing September 1, 2011 and for the remainder of the County's fiscal years 2011 and 2012, unless changed by resolution, the County of

Galveston's eligibility standards for receiving secondary and tertiary medical care benefits under its Indigent Health Care Program will stay at 100% of the federal poverty level and follow the minimum state standards as adopted by TDH under § 61.006 of the Act

2) That these eligibility standards will remain at this level until such time as the Commissioners' Court provides additional funding to increase this level or is advised that sufficient funds remain unspent to enable an increase.

3) That, beginning September 1, 2011 and continuing for the remainder of the County's fiscal years 2011 and 2012 the County of Galveston's eligibility standards for receiving primary medical care benefits under its Indigent Health Care Program located at the Galveston County Health District will remain at 100% of the federal poverty level and follow the minimum state standards as adopted by TDH under § 61.006 of the Act.

4) That effective on the same date and time, the optional services that will be covered will be those of dental services located at the Galveston County Health District and those services provided by a Federally Qualified Health Center.

5) That further limited optional services will be provided including:
   - Durable Medical Equipment limited to home oxygen equipment with written prescription and pre-authorization,
   - Diabetic Supplies with physicians written order and pre-authorization,
   - Home and community health care with physicians written order and pre-authorization,
   - Transportation as needed for out of county medical scheduled referrals on scheduled transportation services or utilizing Connect Transportation services,
   - Residency required for eligibility is set at 6 months residence in Galveston County, and

UPON MOTION DULY MADE AND SECONDED, the above order was adopted this 16th day of August, 2011.

By: _____
County Judge Mark Henry

Attest

Dwight Sullivan, County Clerk

OPTIONAL HEALTH CARE SERVICES NOTIFICATION

Circle the number of each type of optional health care service the county chooses to provide

1.	**Advanced Practice Nurse** (APN), specifically a nurse practitioner, a clinical nurse specialist, a Certified Nurse Midwife (CNM), and a Certified Registered Nurse Anesthetist (CRNA)
2	**Ambulatory Surgical Center** (ASC), Freestanding
3	**Colostomy Medical Supplies and/or Equipment**, namely colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers
4	**Counseling Services.** Check the ones the county chooses to provide ____ A Licensed Clinical Social Worker (LCSW) ____ B Licensed Marriage Family Therapist (LMFT) ____ C Licensed Professional Counselor (LPC) ____ D Ph D Clinical Psychologist
5	**Dental Care**, namely an annual routine dental exam, an annual routine cleaning, one set of annual x-rays and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain
6.	With Physicians written order & pre authorization only **Diabetic Supplies and/or Equipment**, namely test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens
7	**Durable Medical Equipment (DME).** Check the ones the county chooses to provide ____ A Blood Pressure Measuring Appliances ____ E Hospital Beds ____ B Canes ____ F Walkers ____ C Crutches ____ G Wheelchairs, Standard XX D Home Oxygen Equipment With Physicians written prescription &pre authorization only
8.	**Emergency Medical Services**, namely ground transportation only
9	**Federally Qualified Health Center** (FQHC)
10	**Home and Community Health Care** With Physicians written order & pre authorization only
11	**Physician Assistant** (PA)
12.	**Vision Care**, namely one exam by refraction and one pair of prescription glasses every 24 months
13	Other 1.100% FPL 2. Transportation only with pre authorization of approved scheduled Medical appointments & scheduled transportation appointments

☐ **CHANGE** Check here if the county decides to discontinue any of the optional services that it is currently providing Circle the optional service(s) above that the county will continue providing Complete and fax this form to the TDSHS County Indigent Health Care Program

Signature of County Judge/Designee _____ Date 8/23/11

Printed Name of Person Signing This Form 120	Title
County	Mailing Address
Telephone Number (Include area code)	City/State/ZIP

Definitions of CIHCP Optional Health Care Services

1 **Advanced Practice Nurse (APN)** services must be medically necessary and provided within the scope of practice of an APN and covered by the Texas Medicaid Program when provided by a licensed physician

2 **Ambulatory Surgical Center (ASC)** services must be provided in a freestanding ASC, and are limited to items and services furnished in reference to an ambulatory surgical procedure, including those services on the Center for Medicare and Medicaid Services (CMS)-approved list and selected Medicaid-only procedures

3 **Colostomy medical supplies and/or equipment** must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221 13 Items covered are colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers The county may require the supplier to receive prior authorization

4. **Counseling (psychotherapy)** services must be medically necessary based on a referral from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221 13 Psychotherapy services must be provided by a Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), Licensed Professional Counselor (LPC) or a Ph D Psychologist

5 **Dental care** must be medically necessary and provided by a DDS, DMD, or DDM Items covered are an annual routine exam annual routine cleaning, one set of annual x-rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain The county may require prior authorization

6. **Diabetic supplies and/or equipment** must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221 13 Items covered are test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens The county may require the supplier to receive prior authorization

7 **Durable medical equipment (DME)** must be medically necessary, meet the Medicare/Medicaid requirements, and be provided under a written, signed and dated prescription from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221 13 Items may be purchased or rented whichever is least costly Items covered are blood pressure measuring appliances that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose and nebulizers), hospital beds, walkers, and standard wheelchairs The county may require the supplier to receive prior authorization

8 **Emergency medical service** covers ground transportation only for medically necessary, life-threatening conditions

9. **Federally Qualified Health Center (FQHC)** services must be provided in an approved FQHC by a physician physician's assistant, nurse practitioner, clinical psychologist, or clinical social worker

10 **Home and community health care** must be medically necessary, meet the Medicare/Medicaid requirements,,and be provided by a certified home health agency A plan of care must be recommended signed, and dated by the recipient's attending physician prior to care being given Items covered are R N visits for skilled nursing observation, assessment, evaluation, and treatment provided by a physician who specifically requests the R N visit for this purpose A home health aide to assist with administering medication is also covered Visits made for performing housekeeping services are not covered A county may require prior authorization

11 **Physician Assistant (PA)** services must be medically necessary and provided by a PA under the direction of an M D or a D O and must be billed by and paid to the supervising physician

12 **Vision care** covers one exam by refraction and one pair of prescribed glasses every 24 months that meet Medicaid criteria

13 **Other** medically necessary services or supplies that the local governmental municipality/entity determines to be cost effective

Instructions for Form 120

Circle any or all of the types of optional services (# 1 – 12) that the county chooses to provide Fax the completed Form 120 to TDSHS at 512/458-7713

If the county decides to discontinue providing any of the optional services it is currently providing, complete another Form 120 as follows Check the "CHANGE" item, circle the service(s) that the county will continue providing, sign/date/complete the bottom of the form, and fax it to TDSHS at 512/458-7713

Maintain the records at least until the end of the third complete state fiscal year

AGENDA ITEM #16

AGREEMENT FOR ENGINEERING 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 Paradigm Consultants, Inc. hereinafter called the "Engineer"

RECITALS

Owner intends to engage the services of Engineer to perform professional engineering services for the materials testing for Ling Street Rehabilitation project.

CONTRACTUAL UNDERTAKINGS

SECTION I
EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project as stated below, and for having rendered such service, the Owner agrees to pay the Engineer such compensation as is stated below·

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations

See proposal Paradigm Proposal No 11-162, dated August 11, 2011 attached hereto as Exhibit "A".

The character and extent of services outlined above shall be considered complete upon approval by Owner of the various drawings, data and tasks outlined in Exhibit "A"

All Services shall be of good quality and shall be performed in a professional manner. The standard care for all professional engineering and related Services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by other members of Engineer's profession practicing under similar conditions at the same time and in the same locality Engineer will re-perform any Services not meeting this standard without additional compensation **ENGINEER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH ENGINEER'S SERVICES.**

If, after the construction has begun, and engineering error or omission is discovered and the item can still be provided in the sequence of construction without premium to the Owner, the Owner will pay for this item just as if it had been included in the original design documents If this engineering error or omission is discovered out of sequence with the construction timetable,

then the Engineer will pay for the premium to have this item corrected or included, while the Owner will pay for this item as if it has been included in the original documents.

Additional services that may be required after approval of these documents by Owner, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this 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 Engineer.

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by Owner and the Engineer and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII

SECTION IV
COORDINATION WITH THE COUNTY

The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the Owner's County Engineer 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 and construction standards. To implement this coordination, the Owner shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project

SECTION V
THE ENGINEER'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the Owner shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

The maximum amount payable under this Contract is $10,000 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 in writing by the Owner

Payments to the Engineer for authorized services will be made by the Owner within 45 days upon presentation of monthly statements by the Engineer of such services. Payments shall be due upon receipt by the Owner of any such statement All remittances shall be mailed or delivered to Engineer's office

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the Owner, in consideration of which it is mutually agreed that the Owner will use them solely in connection with the Project, save with the express consent of the Engineer The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations

Engineer 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 Engineer and the Owner agree to submit the dispute to mediation. In the event the Engineer 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 Engineer 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 Engineer thirty (30) days' notice in writing. Upon receipt or delivery of such notice, the Engineer 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 receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination

The Owner shall then pay the Engineer 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 restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the Owner, furnish certificates of insurance to the Owner evidencing compliance with the insurance requirements thereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage The Engineer shall cause its insurance companies to provide the Owner with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits

a Workers' Compensation insurance in accordance with the Laws of the State of Texas , or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than.

$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual

aggregate.

The Owner and the Owner's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "c" All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the Owner and Owner's agents and employees, with the exception of insurance required under paragraph "e".

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 Engineer shall be to the following address:

Woodward L. Vogt, P.E
President
Paradigm Consultants, Inc
2501 Central Parkway, Suite A-3
Houston, Texas 77092

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be to the following address:

Mark Henry, County Judge
County of Galveston
Galveston County Courthouse, 2nd Floor
Galveston, Texas 77550

With copy to

Mike Fitzgerald, P E.
County Engineer
Galveston County
722 Moody
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 Engineer 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 Engineer shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

Executed in three (3) counterparts (each of which is an original) on behalf of the Engineer by its Principal shown below, and on behalf of Owner by its County Judge

Galveston County

By _____
Mark Henry
County Judge

Paradigm Consultants, Inc.

By _____
Woodward L. Vogt
President

Dated: August 23, 2011

Attest: _____
Dwight Sullivan
County Clerk

Exhibit "A"

PARADIGM

Paradigm
Consultants, Inc

2501 Central Parkway
Suite A3
Houston, Texas 77092

Tel· 713 686.6771
Fax 713 686 6795
paradigmconsultants.com
TBPE Reg No F 001478

August 11, 2011
Proposal No · P11-162R

Mr Michael Fitzgerald, P.E
County of Galveston
722 Moody, 1st Floor
Galveston, Texas 77550

Unit Rate Construction Materials Testing Proposal
Ling Street Rehabilitation – Asphalt Overlay

Dear Mr Fitzgerald.

Paradigm Consultants, Inc , (Paradigm) appreciates the opportunity to provide our construction materials testing proposal for the Ling Street Rehabilitation project We will invoice for time and materials in accordance with the Harris County Public Infrastructure Department Fee Schedule (HCPID 2008).

The actual cost of services is not to exceed $10,000.00 dollars without prior written approval from the County of Galveston We recommend a senior level engineering technician for this project

If this unit rate testing proposal meets with your approval, please forward the revision of your "AGREEMENT FOR ENGINEERING SERVICES" that we have previously reviewed. We will sign that Agreement and return to you for your authorization We have also requested insurance certificates as required by the Agreement and will forward those to you as soon as they are available.

Again, we appreciate the opportunity to work with you. If you need additional information, please call

Sincerely,

Everett L. Duffield Jr., SET
Manager Construction Services

Enc. Fee Schedule (HCPID 2008)

LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042 3703

Phone 713 953 5200
Fax 713 953 5026
www ljaengineering com

August 9, 2011

PROPOSAL

Mr Mike Fitzgerald, PE
Galveston County Engineer
Galveston County – Engineering Department
722 Moody
Galveston, Texas 77550

Re Proposal to Provide Field Monitoring Services for the
Ling Street Overlay Project in Bayou Vista
Galveston County Precinct 2
LJA Proposal No 11-0631

Dear Mr Fitzgerald

LJA Engineering, Inc (LJA) is pleased to submit our proposal to provide monitoring of the referenced permit Generally, we understand that the project consists of, monitoring the construction of about 3,500 feet of proposed overlay with emphasis on documentation of damages during the overlay operation. Based on our conversation with you and our field visit, we offer the following Scope-of-Services

SCOPE OF SERVICES

1 General Project Representative will act as COUNTY ENGINEER's Agent, will be under the supervision of the COUNTY ENGINEER, and will confer with COUNTY ENGINEER regarding his actions Project Representatives shall, in general, deal only with the COUNTY ENGINEER and CONTRACTOR, and will deal directly with subcontractors only with the full knowledge of the CONTRACTOR

2 Schedules. Review the progress schedule prepared by CONTRACTOR, and consult with COUNTY ENGINEER concerning their acceptability Review does not relieve CONTRACTOR from responsibility to meet all Contract deadlines

3 Conferences Attend pre-construction conferences, progress meetings and other job conferences as required in consultation with COUNTY ENGINEER, notify those expected to attend in advance and maintain and circulate copies of minutes thereof

4 Liaison Serve as COUNTY ENGINEER's liaison with CONTRACTOR to assist in monitoring the intent of the permit within the County's Right-of-way As requested by COUNTY ENGINEER, assist in documentation of additional details or information, when required at the job site for proper execution of the Work

5 Review of Work, Rejection of Defective Work, Observations and Tests. Conduct on-site observations of the Work in progress to assist COUNTY ENGINEER in documenting if the Work is proceeding in accordance with the granted permit

Report to COUNTY ENGINEER and CONTRACTOR whenever he believes that any Work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of the plans and specifications, tests or approval required to be made, or has been damaged prior to final acceptance Advise COUNTY ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to COUNTY ENGINEER

6 Coordination of Procedures Transmit to CONTRACTOR the COUNTY ENGINEER's clarifications and interpretations of the Contract Documents relative to the County permit

7 Reports. Furnish COUNTY ENGINEER periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved permit

Consult with COUNTY ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work and report as necessary

8 Completion Before COUNTY ENGINEER issues a Certificate of Acceptance, submit to CONTRACTOR a list of observed items requiring completion or correction

Conduct final walk through in the company of COUNTY ENGINEER and CONTRACTOR and prepare a final punch list of items to be completed or corrected

Verify that all items on the final list have been completed or corrected and make recommendations to COUNTY ENGINEER concerning acceptance

Limitations of Authority to Deviate Except upon written instructions of COUNTY ENGINEER, Project Representative shall not authorize any deviation from the Permit Documents

Compensation for our services will be billed on a time and materials basis each month per our attached Schedule of Hourly Rates Total compensation, including reimbursable items, will not exceed $20,000 00 without prior written consent.

If this proposal meets with your approval, receipt of the County's purchase order will be sufficient authorization to commence the stated work

We appreciate the opportunity to submit this proposal, and look forward to working with you on this project If you have any questions, please call me at 713 953 5233

Sincerely,

Omar Escobar
Director of Project Development

OE/rp

Enclosures

Approved for Galveston County

By _____

Name MARK HENRY

Title COUNTY JUDGE

Date 8/23/11

Attest: _____
Dwight Sullivan
County Clerk

ATTACHMENT "A"
SCHEDULE OF HOURLY RATES

Staff, Non-Principal Personnel Charges

Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2 2

Labor cost is defined as the cost of salaries paid to the Engineer's personnel plus payroll burden, currently 37% for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto Upon request of the Client, Engineer shall provide evidence of the then-current salaries paid to the Engineer's personnel for the purpose of verifying the accuracy of any invoices presented for payment by the Engineer to the Client

Labor Cost Range (including 37% Payroll burden)

	Lowest	Highest
Department Head (VP, Dept Manager, Sr PM)	$50 00	$95 00
Project Manager	$40 00	$75 00
Engineer (Grad Eng , EIT, APM, Proj Coord)	$30 00	$55 00
Sr Planner	$45.00	$75 00
Planner	$30 00	$60 00
Sr Landscape Architect	$35.00	$60 00
Landscape Architect	$29 00	$50 00
Designer	$26 00	$50.00
Resident Project Representative	$26 00	$45 00
GIS Developer	$35 00	$60 00
GIS Analyst	$25 00	$35 00
Survey Technician	$33.00	$45 00
Project Surveyor	$41.00	$52 00
CADD Operator (CADD Technician)	$18 00	$37 00
Clerical (Construction Admin Assistant)	$18 00	$37 00

CADD System

Intergraph CADD system will be billed at a rate of $25.00/hour plus operator time

Principals

Principals will be billed at a rate of $175 00/hour.

Senior Consultants

Senior consultants will be billed at a rate of $200 00/hour

Expert Witness

Expert witness duties will be billed at a rate of $350.00/hour

Surveying Services

Field party rate includes personnel/supervision, normal equipment and supplies Client requested overtime shall be 1 5 times standard rate

Survey Field Crew	$135 00/Hour
GPS	$ 50 00/Hour
Robotic Total Station	$ 25 00/Hour
All Terrain Vehicle	$ 50 00/Day

Mileage Charges

Mileage shall be charged at a rate of $0 55.5/mile for all travel
Survey/project representative mileage shall be charged at the rate of $0 73/mile for all travel

AGENDA ITEM #17

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
FM 646 Storm Sewer Outfalls

Owner: Galveston County
Contractor: James Construction, LLC
Engineer: Costello, Inc.

Contract Number 1070
Purchase Order Number: C106066
Bid Number: B111027

Work Being Changed

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price:	$2,143,627 10	Original Contract Time.	180 Days
Net Change From Previous Change Orders.	$0 00	Net Change From Previous Change Orders:	0 Days
Contract Price Prior To This Change Order:	$2,143,627 10	Contract Time Prior To This Change Order:	180 Days
Net Increase/Decrease Of This Change Order	-$1,451.20	Net Increase/Decrease Of This Change Order.	0 Days
Contract Price With All Approved Change Orders:	$2,142,175 90	Contract Time With All Approved Change Orders	180 Days

RECOMMENDED:

By: Mike Fitzgerald Date: 8-16-11
Engineer (County Engineer)

APPROVED
County Of Galveston

By: Mark Henry Date: 8/23/11
Mark Henry, County Judge

Attest: Dwight D. Sullivan
Dwight Sullivan, County Clerk

ACCEPTED:
Contractor

By. Date: 6-17-11
Contractor (Authorized Signature)

Wm Cravens - Vice President
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
FM 646 Storm Sewer Outfalls

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No.	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
13th Street									
26	02710	6" Sanitary Sewer	LF	$34.80	460.00	$16,008.00	505.00	$17,574.00	$1,566.00
81	02715	Connect Sanitary Sewer to Existing Manhole	EA	$750.00	1.00	$750.00	2 00	$1,500 00	$750 00
20th Street									
66	464	18" RCP Culvert	LF	$51.00	467.00	$23,817.00	445.00	$22,695.00	-$1,122 00
67	464	24" RCP Culvert	LF	$57.00	294.00	$16,758.00	303.00	$17,271.00	$513.00
68	466	18" RCP Outfall (Including Headwall and Flared Wingwalls)	EA	$1,180 00	1.00	$1,180.00	0 00	$0.00	-$1,180.00
---	---	Brace Ex. Power Poles	EA	$1,800.00	0 00	$0 00	6.00	$10,800.00	$10,800 00
---	---	Junction Box with Grate	EA	$1,095.00	0.00	$0 00	1.00	$1,095.00	$1,095.00
23rd Street									
25	02715	Connect Existing Sanitary to Proposed Manhole	EA	$750.00	2.00	$1,500.00	4.00	$3,000.00	$1,500.00
109	02715	Sanitary Manhole	EA	$1,480.00	2.00	$2,960.00	1.00	$1,480.00	-$1,480.00
110	02710	6" Sanitary Sewer	LF	$28.80	417.00	$12,009 60	461.00	$13,276.80	$1,267.20
---	---	"Doghouse" Manhole	EA	$310.00	0.00	$0.00	1 00	$310 00	$310.00
26th Street									
168	02715	Sanitary Manhole	EA	$1,480.00	3.00	$4,440.00	0 00	$0.00	-$4,440.00
169	02710	6" Sanitary Sewer	LF	$28.80	623.00	$17,942.40	240.00	$6,912.00	-$11,030 40
		TOTAL							**-$1,451.20**

AGENDA ITEM #18

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

August 17, 2011

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

Re Purchase of Office Furnishings for the Mid County Annex

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Local Government Code, Section 262 023, Competitive Requirements for Certain Purchases, to procure office systems furnishings for the Mid County Annex

It is further requested that we procure these items from OM Workspace through their contract agreement with the Texas Cooperative Purchasing Network (TCPN) of which the County is a participant These contracts have been competitively bid for participating local government use

The quote is attached for your perusal.

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

County Architect

MEMO

Date..... August 17, 2011

Addressed to:

Rufus Crowder..... Galveston County Purchasing Agent

Project:

Mid County Annex

Items:

This office requests Commissioners' Court approve the attached quote of OM Workspace to provide systems furnishings for the Mid County Annex and authorize the Purchasing Agent to issue Purchase Orders for that material and installation.

The attached quote is $270,254.85 That number will be reduced by a small percentage after all our furniture orders are complete.

This is the first of two quotes provided on this project. It includes the specialized casework furniture for reception areas and the exam/treatment rooms in the Clinic. This portion of the furniture order is required now in order to allow construction to be completed before the rest of the furniture is delivered.

Quotes are based upon the TCPN contract # R4944. There will be additional rebates after all orders are complete.

Dudley Anderson, County Architect

W \Architecture\0 PROJECTS\09-005 Mid County Annex\furniture\Memo-OMWorkspace recommendations docx

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

OMWorkspace

August 18, 2011

To: Dudley Anderson

From: Beth Moher

Thank you for the opportunity. This project is submitted under the TCPN contract that OMWorkspace/OfficeMax holds. The TCPN contract number is R4944

TCPN member rebates are paid annually based on their cumulative spend with OfficeMax:

Under $250,000 - .05% annual rebate

$250,001-$750,000 – 1% annual rebate

$750,001 - $1,500,000 – 1.5% annual rebate

$1,500,001 + - 2% annual rebate

Sincerely,

Beth Moher

Beth Moher

Furniture Account Manager

OMWorkspace

6355 Clara Road
Houston Tx 77041

Beth Moher
Furniture Account Manager
281.300.9881 ph
713.937.2618 fax
BethMoher@OMWorkspace com

Galveston County
Purchasing Agent
722 Moody
Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
SUITE A101					
RM 113 AND 115					
1	1	**BRC - RECEPTION** BRC LAMINATE RECEPTION STATION FOR 4 PEOPLE PRICE IS TOTAL		$15,321 94	$15,321 94
			PRICE IS TOTAL UNITS		
			Subtotal		**$15,321.94**
RM 114					
2	1	**BRC RECEPTION** BRC LAMINATE RECEPTION STATION ANGLED		$4,150.60	$4,150.60
			PRICE IS TOTAL UNIT		
			Subtotal		**$4,150.60**
			Total		**$19,472.54**

OMWorkspace

6355 Clara Road
Houston Tx 77041

Beth Moher
Furniture Account Manager
281 300.9881 ph
713 937 2618 fax
BethMoher@OMWorkspace com

Galveston County
Purchasing Agent
722 Moody
Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
SUITE A102					
PHONE					
3	1	**BRC STATION** BRC LAMINATE STATION		$1,687.43	$1,687.43
			PRICE IS TOTAL UNIT		
			Subtotal		**$1,687.43**
RM 192 AND 193					
4	1	**BRC RECEPTION** BRC LAMINATE 6 PERSON WORKSTATION		$22,429 13	$22,429 13
			PRICE IS TOTAL UNITS		
			Subtotal		**$22,429.13**
			Total		**$24,116.56**

OMWorkspace

6355 Clara Road
Houston Tx 77041

Beth Moher
Furniture Account Manager
281 300 9881 ph
713 937 2618 fax
BethMoher@OMWorkspace com

Galveston County
Purchasing Agent
722 Moody
Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
SUITE B104					
RM 332					
5	1	**WORKSTATION** BRC LAMINATE WORKSTATIONS WITH COUNTERTOP		$8,906 34	$8,906.34
			PRICE IS TOTAL UNITS		
			Subtotal		**$8,906.34**
			Total		**$8,906.34**

OMWorkspace
The commercial furniture division of OfficeMax
6355 Clara Road
Houston Tx 77041
Beth Moher
Furniture Account Manager
281 300.9881 ph
713 937 2618 fax
BethMoher@OMWorkspace com

Galveston County
Purchasing Agent
722 Moody
Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
SUITE C102					
EXAM RM CABINETS					
6	32	**BRC - CABINETS** BRC LAMINATE MILLWORK UPPER CABINETS & BASE CABINETS		$2,146 33	$68,682 56
		PRICE IS FOR EACH EXAM ROOM			
			Subtotal		**$68,682.56**
INNER AREA CABINETS					
7	1	**BRC - CABINETS** BRC LAMINATE MILLWORK UPPER CABINETS & BASE CABINETS		$11,900.55	$11,900 55
		PRICE IS TOTAL UNITS			
			Subtotal		**$11,900.55**
NURSE STATION 480					
8	1	**BRC - NURSE STATION** BRC LAMINATE NURSE STATION WITH COUNTERTOPS AND STORAGE. TACKBOARD IS 2318 LILY PAD 020 LATTE FABRIC		$9,898 95	$9,898 95
		PRICE IS TOTAL UNITS TACKBOARD IS 2318 LILY PAD 020 LATTE FABRIC			
			Subtotal		**$9,898.95**
PROVIDER STATIONS TOTAL					
9	1	**BRC - PROVIDERS** BRC LAMINATE WORKSURFACE TOP AT STANDING HEIGHT AND WALLMOUNTED SHELVING (PRICE IF TOTAL)		$7,943.10	$7,943 10
		PRICE IS TOTAL UNITS			
			Subtotal		**$7,943.10**
RM 475 AND 477					
10	1	**BRC - MICRO** BRC LAMINATE WORKSURFACE TOP AT STANDING HEIGHT		$552.34	$552 34
		PRICE IS TOTAL UNITS			
			Subtotal		**$552.34**
TREATMENT CABINETS					
11	3	**BRC - CABINETS** BRC LAMINATE MILLWORK WITH LOCKABLE GLASS UPPER CABINETS & BASE CABINETS.(PRICE IS FOR INDIVIDUAL TREATMENT ROOMS)		$6,070 74	$18,212.22
		PRICE IS FOR EACH TREATMENT ROOM			
			Subtotal		**$18,212.22**
TRIAGES					

OMWorkspace
The premier contract furniture division of OfficeMax
6355 Clara Road
Houston Tx 77041

Beth Moher
Furniture Account Manager
281 300 9881 ph
713 937 2618 fax
BethMoher@OMWorkspace.com

Galveston County
Purchasing Agent
722 Moody
Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
12	2	**BRC - CABINETS** BRC LAMINATE MILLWORK WITH UPPER CABINETS & BASE CABINETS (PRICE IS FOR TOTAL ROOMS) PRICE IS FOR EACH TRIAGES ROOM		$4,152.91	$8,305 82
			Subtotal		**$8,305.82**
WORK AREAS					
13	9	**BRC - WORKSTATIONS** LAMINATE WORKSURFACES AND CABINETS. STANDING HEIGHT (PRICING IS PER UNIT) PRICE IS FOR EACH STANDING WORK AREA		$616 70	$5,550 30
			Subtotal		**$5,550.30**
			Total		**$131,045.84**

OMWorkspace

6355 Clara Road
Houston Tx 77041

Beth Moher
Furniture Account Manager
281 300 9881 ph
713 937 2618 fax
BethMoher@OMWorkspace com

Galveston County
Purchasing Agent
722 Moody
Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
SUITE C102B					
RM 401					
14	1	**RECEPTION** BRC LAMINATE CURVED RECEPTION STATION		$27,906.63	$27,906 63
			PRICE IS TOTAL UNITS		
			Subtotal		**$27,906.63**
			Total		**$27,906.63**

OMWorkspace
The premier contract for shareholders of OfficeMax
6355 Clara Road
Houston Tx 77041

Beth Moher
Furniture Account Manager
281.300.9881 ph
713.937 2618 fax
BethMoher@OMWorkspace.com

Galveston County
Purchasing Agent
722 Moody
Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
SUITE D100					
RM 507					
15	1	**BRC RECEPTION** BRC LAMINATE ANGLED RECEPTION STATION		$3,947 06	$3,947 06
		PRICE IS TOTAL UNITS			
			Subtotal		**$3,947.06**
			Total		**$3,947.06**

OMWorkspace

6355 Clara Road
Houston Tx 77041

Beth Moher
Furniture Account Manager
281 300.9881 ph
713 937 2618 fax
BethMoher@OMWorkspace.com

Galveston County
Purchasing Agent
722 Moody
Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
SUITE D101					
RM 551					
16	1	**BRC RECEPTION** BRC RECEPTION STATION FOR 1 PERSON WITH 45 DEGREE CORNER COUNTERTOP		$2,859.88	$2,859.88
			PRICE IS TOTAL UNITS		
			Subtotal		**$2,859.88**
			Total		**$2,859.88**

OMWorkspace
The premier contract for your division of OfficeMax
6355 Clara Road
Houston Tx 77041

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Proposal

Date. 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
ZGRANITE					
ZGRANITE					
17	1	**ELEVATION** Granite Countertops		$12,000.00	$12,000.00

Rm 470 Clinic Reception - 2 Bow Front
Rm 401 Curved Reception - 5 tops with 4 verticals sides
Rm 114 Angled Reception - 3 piece top with matching toe kick
includes adhesives and brackets

Subtotal	**$12,000.00**
Total	**$12,000.00**

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Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
ZINSTALL					
ZINSTALL					
18	1	**Z74WSINSTALL** INSTALL OF BRC MILLWORK AND GRANITE		$40,000.00	$40,000.00
			Subtotal		**$40,000.00**
			Total		**$40,000.00**

OMWorkspace

The premier cubicle furniture division of OfficeMax

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Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended
ZNOTE					
ZNOTE					
19	1	**ZNOTE** FLOOR PLAN, 3D AND RENDERINGS REFLECT PRICING.		$0.00	$0 00
20	1	**ZNOTE** QUOTE #'S· 290711-RM1, 080811-RM2; 080811-RM1. SPECIAL FINISH TO BE WILSONART BRIGHTON		$0 00	$0 00
21	1	**ZNOTE** LAMINATE TRANSACTION TOP, EXCEPT FOR WHERE NO TOP IS SHOWN FOR GRANITE.		$0 00	$0 00
			Subtotal		**$0.00**
			Total		**$0.00**
			Grand Total:		**$270,254.85**

OMWorkspace

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Houston Tx 77041

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713 937 2618 fax
BethMoher@OMWorkspace com

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Purchasing Agent
722 Moody
Galveston Tx 77550

Proposal

Date: 8/16/2011
Reference #: 168581

OfficeMax / OM Workspace TCPN Contract #R4944

GALVESTON MID ANNEX: BRC BY SUITE NUMBER

Item	Qty	Product	Sell Price:	Unit	Extended

Proposal Notes

Deposit Required:

Additional Information:

Special Instructions:

Proposal valid for 30 days

Please note a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order Signed Terms and Condition, Furniture Agreement on file or an OM Workspace Furniture Addendum on file

OM Workspace may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed.**

Estimated leadtime is subject to the manufactures production / shipping schedule

Your signature below indicates your approval to order the items listed on this proposal

Purchase Order: _____

Signature: _____ **Date:** _____

Printed Name: _____

AGENDA ITEM #19

Galveston County, Texas

Consideration of Budget Amendments for Tuesday, August 23, 2011

As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	11-125-0823-D	**Facilities and Maintenance** – Budget request for one exemption to the hiring freeze – Facilities Maintenance Mechanic I – 1701000019
2011	11-127-0823-F	**County Treasurer** – Budget request for one exemption to the hiring freeze – Secretary/Payroll Clerk – 1516000007
2011	11-122-0823-A	**Unlimited Tax County Road Bonds, Series 2009A** – Budget request to transfer funds from Owens Drive to Hughes Road Reconstruction Project.
2011	11-123-0823-B	**Purchasing Department** – Request to transfer funds to cover legal advertising expenditures through the end of the fiscal year.
2011	11-126-0823-E	**County Clerk/Election Division** – Transfer from Election Fund Reserves for small equipment and software to be purchased from HAVA funds

Approved by _____ Date: 8/17/2011

Mel Trammell, Director of
Finance and Administration

AGENDA ITEM #19a

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Unlimited Tax County Road Bonds, Series 2009A	Amendment No 11-122-0823-A
Date Submitted	August 10, 2011	(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 additional funds to cover lowest bid on Hughes Road Reconstruction Project

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
Fund 3312 Unlimited Tax Road Bonds, Series 2009A			
3312-312111-5731126	Owens Drive	300,000	
TOTAL - Transfer Amount		$ 300,000	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
Fund 3312. Unlimited Tax Road Bonds, Series 2009A			
3312-312112-5731127	Hughes Road	300,000	
TOTAL - Transfer Amount		$ 300,000	

ADDITIONAL COMMENTS

This budget request is for additional funds to cover the lowest bid on the Hughes Road Reconstruction Project The lowest bidder was from R W Lucas Construction, LLC, the Commissioners Court awarded this bid on August 2, 2011 (Agenda 08/02/2011, item number 17a),

Mike Fitzgerald 8-17-11
Departmental Authorization Date

N/A Date
Human Resources Department

8/17/2011
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 8/23/11

AGENDA ITEM #19b

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Purchasing Department	Amendment No 11-123-0823-B
Date Submitted	August 15, 2011	(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

Budget request to transfer funds from General Government - Contract Services to Purchasing - Advertising - Legal

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No. General Fund 1101-110000-5481000	Line Item Contract Services	6,500	
TOTAL - Transfer Amount		$6,500	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-151800-5493101	Line Item Legal Advertising	6,500	
TOTAL - Transfer Amount		6,500	

ADDITIONAL COMMENTS

This budget amendment is requested by the Purchasing Office to cover legal advertising which has exceeded the 2011 adopted budget This budget amendment is to cover expenditures through the end of the fiscal year 2011

2011 Adopted Budgeted	$15,700
2011 Expenditures and Encumbrances to-date	$16,779
Expenditures through the end of the fiscal year	$5,400
Budget Request	($6,479)

8-17-2011

Departmental Authorization Date

N/A Date

Human Resources Department

8/17/2011

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 8/23/11

AGENDA ITEM #19d

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Facilities and Maintenance	Amendment No 11-125-0823-D
Date Submitted	August 15, 2011	(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 waive hiring freeze - Facilities and Maintenance - Position #1701000019

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		____
1101-170100-5100000	Salaries (Pos 19)	4,100	
1101-170100-5152102	Medicare	100	
1101-170100-5153000	Pension	400	
1101-170100-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$4,900	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No. General Fund	Line Item		____
1101-170100-5100000	Salaries (Pos 19)	4,100	
1101-170100-5152102	Medicare	100	
1101-170100-5153000	Pension	400	
1101-170100-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$4,900	

ADDITIONAL INFORMATION
This budget amendment from the Facilities and Maintenance Department is for approval to fill the Facilities Maintenance Mechanic - Position - 1701000019
This position was vacated on August 15, 2011

Departmental Authorization _____ Date

Human Resources Department _____ Date 8/17/2011

Budget Office Authorization _____ Date 8/17/2011

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 8/23/11

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Facilities and Maintenance	Amendment No.11-125-0823-D
Date Submitted	August 15, 2011	(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 waive hiring freeze - Facilities and Maintenance - Position #1701000019
This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No. General Fund	Line Item		___
1101-170100-5100000	Salaries (Pos 19)	4,100	
1101-170100-5152102	Medicare	100	
1101-170100-5153000	Pension	400	
1101-170100-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$4,900	

Transfer TO	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item.		___
1101-170100-5100000	Salaries (Pos 19)	4,100	
1101-170100-5152102	Medicare	100	
1101-170100-5153000	Pension	400	
1101-170100-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$4,900	

ADDITIONAL INFORMATION:
This budget amendment from the Facilities and Maintenance Department is for approval to fill the Facilities Maintenance Mechanic - Position - 1701000019
This position was vacated on August 15, 2011

8/22/2011
Departmental Authorization Date

8/17/2011 Date
Human Resources Department

8/17/2011
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 #19e

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	County Clerk - Elections Division	Amendment No 11-126-0823-E
Date Submitted	August 16, 2011	(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:

Budgeting request to purchase small equipment and software from the HAVA funds in the Elections Contract fund

This budget amendment does increase the budget for FY 2011.

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No Elections Services Contract Fund 2103-920180-5930000	Line Item Fund Balance Reserves	 170,266	—
TOTAL - Transfer Amount		$ 170,266	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No. Elections Services Contract Fund 2103-114031-5310001 2103-114031-5750000	Line Item: Departmental Supplies Non-Capitalized Capitalized Outlay - Technology	 155,266 15,000	—
TOTAL - Transfer Amount		$ 170,266	

ADDITIONAL COMMENTS

This budget amendment is requested by the Elections Division of the County Clerk Office

The Elections Division of the County Clerk is requesting additional funds to purchase 105 Hart ePollBook and 100 ePollBook hardware kits Also, the Elections Division is requesting funds to purchase the following.

15 Judge Booth Controllers, 15 Disabled Access Unit eSlates, 129 plastic storage and transport boxes, 100 ePollBook Access Code on Demand equipment, and Absentee Ballot Management System Software

The total amount of these funds is $377,997, $203.106 from the new HAVA grant, $4,625 from previously approved expenditures and $170,266 from HAVA funds.

Upon approval, the remaining budgeted fund balance in the Elections Services Contract Fund (Fund 2103) will be $139,634

Bill Sargent for Dwight Sullivan August 17, 2011

Departmental Authorization Date

N/A Date

Human Resources Department

8/17/2011

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 8/23/11

Request from the County Clerk - Elections Division
For the use of HAVA Funds in the Election Fund

Purchase #1: Cost: $209,845
105 Hart ePollBook licenses and 100 ePollBook hardware kits

Funding Sources:
$203,106.37 [New HAVA Grant Funding from Secretary of State's Office]
$6,738 63 [HAVA Funds in the Election Fund]

Purchase #2: Cost: $96,751.65
15 Judges Booth Controllers
15 Disabled Access Unit eSlates
Both of which are being purchases to ensure that we have enough equipment on hand to handle both the local entity elections in May 2012 and the Primary Runoff elections (which fall within two days of each other).

129 plastic storage and transport boxes for the Judges Booth Controllers
The Court has previously authorized the expenditure of $10,894.60 for padded canvas bags. However, upon further investigation, we have learned that using the bags will void the equipment warranty with Hart InterCivic Consequently we are asking that the difference in price between the bags ($10,894.60) and the Boxes ($6270.00), $4,624.60 be applied against this purchase.

Funding Sources:
$ 4,624.60 Reallocation of previously approved expenditures
$92,127.05 [HAVA Funds in the Election Fund]

Purchase #3: Cost: $56,400
100 ePollBook Access Code on Demand [Equipment that scans a barcode generated by the ePollBook and automatically issues a voter's eSlate access code with the correct ballot style, thereby eliminating the chances of a person getting a wrong ballot]

Funding Source:
$56,400 [HAVA Funds in the Election Fund]

Purchase #4: Cost: $15,000
Absentee Ballot Management System which allows us to track ballots by mail, FPCA ballots and the like and includes an interface with the ePollBooks to ensure that any voter who is sent a ballot by mail is flagged in the ePollBooks

Funding Source:
$15,000 [HAVA Funds in the Election Fund]

Total Amount to be obligated from HAVA Funds in the Election Fund **$170,265.68**

AGENDA ITEM #19f

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	County Treasurer	Amendment No 11-127-0823-F
Date Submitted	August 18, 2011	(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 waive hiring freeze - County Treasurer - Position #1516000007

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No: General Fund	Line Item		
1101-151600-5100000	Salaries (Pos 7)	3,500	
1101-151600-5152102	Medicare	100	
1101-151600-5153000	Pension	300	
1101-151600-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$4,200	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No: General Fund	Line Item		
1101-151600-5100000	Salaries (Pos 7)	3,500	
1101-151600-5152102	Medicare	100	
1101-151600-5153000	Pension	300	
1101-151600-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$4,200	

ADDITIONAL INFORMATION
This budget amendment from the County Treasurer is for approval to fill the Secretary/Payroll Clerk - Position - 1516000007.
This position was vacated on December 22, 2010

Departmental Authorization — Date 8/19/2011
Human Resources Department — Date

Budget Office Authorization — Date 8/17/2011

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 8/23/11

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	County Treasurer	Amendment No.11-127-0823-F
Date Submitted:	August 18, 2011	(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 waive hiring freeze - County Treasurer - Position #1516000007.
This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: General Fund	Line Item:		
1101-151600-5100000	Salaries (Pos 7)	3,500	—
1101-151600-5152102	Medicare	100	
1101-151600-5153000	Pension	300	
1101-151600-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$4,200	

Transfer TO	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: General Fund	Line Item:		
1101-151600-5100000	Salaries (Pos 7)	3,500	—
1101-151600-5152102	Medicare	100	
1101-151600-5153000	Pension	300	
1101-151600-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$4,200	

ADDITIONAL INFORMATION:
This budget amendment from the County Treasurer is for approval to fill the Secretary/Payroll Clerk - Position - 1516000007.
This position was vacated on December 28, 2010.

[signature] 8/29/2011
Department Authorization Date

[signature] 8/19/2011
Human Resources Department Date

[signature] 8/17/2011
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 #20

SDI
REALTY

August 31, 2011

Harvey Bazaman
Galveston County Legal Department
722 Moody 5th Floor
Galveston, Texas 77550-2317

RE: Renewal of CareHere Lease

Dear Mr Bazaman:

Enclosed find one (1) fully executed original lease agreement for your records, for the CareHere clinic in La Marque.

Should you have any questions, please do not hesitate to call or email me.

Sincerely,

Peter T. Sisan
Sr. Property Manager
SDI Realty, Inc
712 Main Street, 29th Floor | Houston, Texas 77002
713.892.5200, ext 105 | 713 802.5032 F
psisan@sdirealty.com

LEASE AGREEMENT

Between

BAY PARK VENTURE I, LTD.

as Landlord

and

Galveston County

as Tenant

SUMMARY OF BASIC LEASE PROVISIONS

1	**LOCATION:**	Baypark Shopping Center 2600 FM 1764, Suite 140 La Marque, Texas 77568
2	**COMMENCEMENT DATE:**	Article I, Section 5
3	**LANDLORD'S ADDRESS:**	Bay Park Venture I, Ltd 712 Main Street, 29th Floor Houston, Texas 77002 Telephone: (713) 892-5200 Fax (713) 892-5032
4	**TENANT'S NOTICE ADDRESS (Do Not Use P.O. Box):**	Galveston County Director, Human Resources Galveston County Courthouse 722 Moody, 3rd Floor Galveston, Texas 77550 Telephone 409-770-5350 Fax 409-766-4577 Email Jan Piveral@co.galveston tx us
5.	**SIZE OF STORE:**	Approximately 2,400 Square Feet (30' x 80')
6	**PRIMARY TERM:**	Five (5) Years
7	**EXTENSION OPTIONS:**	One (1) Five (5) Year Options
8	**MINIMUM RENT:**	Years 1 - 5 $3,900.00 Monthly, $46,800 00 Annually Years 6 - 10 $4,290 00 Monthly, $51 480 00 Annually
9	**SECURITY DEPOSIT:**	Not Applicable
10	**FIRST MONTH'S RENT AND ADDITIONAL CHARGES**	$4,986 00
11	**TAXES, INSURANCE & MAINTENANCE:**	Triple Net

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EXHIBITS:

- Exhibit "A" - Site Plan Depicting Leased Premises
- Exhibit "A-1" - Legal Description
- Exhibit "B" - Sign Criteria
- Exhibit "B-1" - Sign Dimensions
- Exhibit "C" - Construction Rider
- Exhibit "C-1" - List of all Subcontractors, Laborers, and Material Suppliers
- Exhibit "C-2" - Construction Allowance to Tenant for Finish-Out
- Exhibit "D" - Guaranty
- Exhibit "E" & "E-1" - Form of Certificate of Insurance

LEASE AGREEMENT

This Lease Agreement (the "**Lease**") entered into by and between BAY PARK VENTURE I, LTD , a Texas limited partnership ("**Landlord**"), and Galveston County, a political subdivision of the State of Texas ("**Tenant**"), on this 1st day of September, 2011, (the "**Effective Date**") in accordance with the terms and conditions hereinafter set forth Landlord and Tenant are sometimes referred to herein individually, as a "**Party**" and collectively, as the "**Parties.**"

WITNESSETH.

ARTICLE I

SUMMARY OF BASIC LEASE PROVISIONS AND CERTAIN DEFINED TERMS

When used herein, the following terms shall have the indicated meanings

1 "**Landlord's Notice Address**" Bay Park Venture I, Ltd
712 Main Street, 29th Floor
Houston, Texas 77002
Telephone (713) 892-5200
Fax (713) 892-5032

2 "**Tenant's Trade Name**" (D/B/A) Galveston County
State Where Incorporated N/A Tax I D #746000908
Social Security # N/A Drivers License # & State N/A
"Tenant's Notice Address" (The Address inserted should not be a P O Box)

Director Human Resources
Galveston County Courthouse
722 Moody, 3rd Floor
Galveston, Texas 77550
Telephone 409-770-5350
Fax 409-766-4577
Email Jan Piveral@co galveston.tx us

3 "**Guarantor**" N/A
Address & Phone Number _____

Social Security # _____ Drivers License # _____
State Where Incorporated ___ Corporate I D # _____

4 "**Leased Premises**" Approximately 2,400 square feet constituting part of the Center (defined herein) as shown on Exhibit "A" attached hereto and made a part hereof for all purposes "**Center**" shall be defined as the 22,000 square foot shopping center located on the property described on Exhibit "A-1 " With regard to Exhibit "A" and "A-1", the Parties agree that the exhibit is attached solely for the purpose of locating the Center and the Leased Premises within the Center and that no representation, warranty, or covenant is to be implied by any other information shown on the exhibit (i e . any information as to buildings, tenants or prospective tenants, etc is subject to change at any time)

5 "**Commencement Date**" September 1, 2011

6 "**Termination Date**" Last day of the sixtieth (60th) full calendar month after the Commencement Date, unless earlier terminated or extended as provided herein

7 "**Primary Term**" The period commencing on the Commencement Date and concluding on the Termination Date, unless such term is sooner terminated or otherwise extended pursuant to any provisions hereof

8 "**Minimum Rent**" Years 1 - 5 $3,900 00/Monthly, $46,800 00/Annually
Years 6 - 10 $4,290.00/Monthly, $51,480 00/Annually

9 "**Extension Term**": Shall mean the one (1) five (5) year additional term for which Tenant has an option to extend this Lease as provided in Section 3 03 , if said option(s) are exercised by Tenant, unless such term is sooner terminated or otherwise extended pursuant to any provisions hereof

10 "**Lease Term**" Shall mean the Primary Term and any Extension Term, if exercised by Tenant

11 "**Percentage Rent**": Intentionally Deleted

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12 "**Permitted Use**" Shall mean the Operation of the County's CareHere Clinic and all other authorized county uses

13 "**Security Deposit**" Not Applicable

14 "**First Month's Rent and Additional Charges**" $4,986 00 to be paid upon execution of this Lease

15 "**Additional Charges**" (to commence on Commencement Date) "**Common Area Payment**" $498 00/month, "**Tax Payment**" $515 00/month, "**Insurance Payment**" $73 00/month for years 1-5 Thereafter, the Additional Charges will be such amount to which the parties jointly agree

ARTICLE II

DEMISE OF LEASED PREMISES

Section 2 01 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Premises which shall be a portion of a building, which portion is situated or to be situated substantially in the location which is shown outlined or hatched on the site plan designated in Exhibit "A", which is annexed hereto and incorporated by reference herein and made a part hereof for all purposes, such building to be constructed or being constructed on part of the tract of property described in Exhibit "A-1", which is annexed hereto and incorporated by reference herein and made a part hereof for all purposes The land described in Exhibit "A-1" (may be reduced or increased from time to time as designated by Landlord) and any existing and future buildings, parking area, sidewalks, service area and other improvements now existing or hereafter erected thereon are sometimes herein referred to as the "**Center**" The Center parking arrangement and number of spaces, positioning of Center on subject property, location and number of driveways, and location of Tenant in the Center are subject to change without notice Landlord reserves the right to place in, under, over or through the Leased Premises pipes, wires, lines and facilities serving other areas of the Center provided such right is exercised in a manner which does not unreasonably interfere with Tenant's conduct of its business at the Leased Premises

Section 2 02 In determining the floor area of the Leased Premises, distances shall be measured from the exterior face of all exterior walls and the center of all partition walls, which separate the Leased Premises from any interior area Walls separating the Leased Premises from mall and corridor walls shall be deemed to be exterior walls of the Leased Premises

Section 2 03 Landlord reserves the right to remeasure the Leased Premises to determine the gross leasable area of the Leased Premises In the event the re-measurement discloses that the actual gross leasable area of the Leased Premises as set forth in **[Article I Section 4]** is incorrect, Landlord and Tenant shall execute an amendment to the Lease (i) reflecting the actual gross leasable area of the Leased Premises, (ii) adjusting the Minimum Rent and Additional Charges based on the new square footage and (iii) adjusting the Extension Term Rent and all other charges accruing under the Lease which are based on the actual gross leasable area of the Leased Premises In the event of an adjustment, Tenant will pay any excess Minimum Rent and Additional Charges owed to Landlord within fifteen (15) days after receipt of a statement, or Tenant shall take a credit for any overpayment against the next Minimum Rent and Additional Charges payments due

Section 2 04 The Leased Premises shall be constructed in accordance with the Construction Rider (Exhibit "C") attached hereto and incorporated by reference herein for all purposes

The Leased Premises shall be delivered to Tenant in "AS-IS, WHERE-IS" condition and Tenant hereby agrees to accept the Leased Premises "AS-IS, WHERE-IS " Prior to Tenant making any improvement/alteration to the Leased Premises, Tenant must (i) provide Landlord with two (2) detailed sets of plans and specifications regarding any contemplated improvements/alterations of the Leased Premises, which plans and specifications must specifically conform to Exhibit "C" and Exhibit "C-2" and (ii) receive Landlord's written consent to said plans, such consent not to be unreasonably withheld, conditioned or delayed

ARTICLE III

TERM

Section 3 01 The Lease Term shall commence on the Commencement Date and shall terminate on the Termination Date, unless sooner terminated in accordance with the terms and conditions hereinafter set forth At the request of Landlord from time to time made, Tenant will execute one or more memoranda or letters stating the Commencement Date and Termination Date

Section 3 02 Notwithstanding the fact that the Lease Term will commence on a date subsequent to the execution of this instrument by Landlord and Tenant, such parties intend that each shall have vested rights immediately upon the signing of this instrument and that this instrument shall be binding and valid from and after execution hereof by Landlord and Tenant In the event that the Lease Term shall not have, in fact, commenced within one (1) year from the Effective Date (and if this Lease shall not have been canceled by Landlord as herein permitted), then, in addition to all the other rights and remedies of Landlord set forth herein, this Lease shall thereupon automatically be null and void and of no further force and effect, and neither party shall have any further obligation or liability hereunder.

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Section 3 03 Provided that (i) this Lease is in full force and effect, (ii) Tenant is not in default of any material term, covenant or condition, contained in this Lease - either on the date of the exercise of the option or the date the Extension Term commences, (iii) the Tenant named herein shall be in possession and occupying the Leased Premises, and (iv) Tenant gives proper written notice when exercising the Extension Term, Tenant shall have the option to extend this Lease for one (1) additional periods of five (5) years each on the conditions and terms as provided herein, provided, however, that the Minimum Rent payable during the Extension Term shall be increased as follows

Lease Year	Rent Per Square Foot	Annual Rent	Monthly Rent
6 - 10	$21 45	$51,480 00	$4,290 00

In order to exercise Tenant's extension option, Tenant shall notify Landlord in writing of Tenant's intention to extend not more than one (1) year nor less than one hundred and eighty (180) days prior to the end of the Primary Term or applicable Extension Term In the event that Tenant fails to notify Landlord in writing of Tenant's exercise of the Extension Term within the time period specified above, the Extension Term shall automatically terminate and Tenant shall be deemed to have irrevocably waived such extension option If Tenant fails to renew under the first Extension Term, the Option to any second Extension Term automatically terminates and is of no further force and effect

Section 3 04 Beginning March 1, 2012 this Lease may be terminated by Lessee, with or without cause, or for convenience upon six months (6 months) prior notice to Landlord

Section 3 05 This Lease is subject to the appropriation of funds by the County's Commissioners' Court for the current or any upcoming fiscal year The Lessee's fiscal year begins each October 1st If Lessee intends not to appropriate funds for an upcoming fiscal year Lessee agrees to notify Landlord by no later than August 1st of the calendar year in which the decision is made that it will be terminating the lease effective September 30th of that year Nothing in this Lease may be deemed to be binding on a future Commissioners' Court The failure of the Commissioners' Court to appropriate monies for the County's obligations under this Lease will automatically result in the termination of this Lease

Section 3 06 Beginning October 1, 2013 this Lease may be terminated by Landlord, with or without cause, or for convenience upon ninety (90) days prior notice to Lessee

ARTICLE IV

RENTAL

Section 4 01 Tenant covenants and agrees to pay to Landlord the Minimum Rent in Houston, Harris County, Texas at 712 Main Street, 29th Floor, Houston, Texas 77002, or at such other address as Landlord may from time to time designate in writing All such Minimum Rent payments shall be made in accordance with the terms and provisions of the Texas Prompt Payment Act and shall be due and payable on the first day of each calendar month, monthly in advance, for each and every month in the term of this Lease Upon the Commencement Date, Tenant will pay Landlord Minimum Rent for the first full calendar month of the Lease Term, but if the Lease Term does not commence on the first day of a calendar month, Tenant will, in lieu of a full month's Minimum Rent, pay in advance a pro rata part of such sum as Minimum Rent for such partial month

Section 4 02 The term "**Lease Year**," as used herein, shall, in the case of the first Lease Year, mean the period which commences with the Commencement Date and terminates on the last day of the twelfth (12th) full calendar month after the Commencement Date, and such first Lease Year shall, therefore, include twelve (12) full calendar months plus the partial month, if any, at the commencement of the Lease Term if the Lease Term does not commence on the first day of a calendar month

Each subsequent "Lease Year" shall mean a period of twelve (12) full calendar months commencing with the date following the last day of the first Lease Year, and commencing with each subsequent annual anniversary of such day

The last Lease Year of the Lease Term shall be the period which commences on the day immediately following the last day of the preceding Lease Year and terminates on the last day of the Lease Term, and the parties recognize that such last Lease Year may be less than twelve (12) full calendar months, depending upon the date of the Termination Date

Section 4 03 All rent (including Minimum Rent and Additional Rent [defined herein]) and other sums hereunder provided to be paid by Tenant (collectively, the "**Rent**") shall be due and payable by Tenant without demand, deduction, abatement or off-set except as expressly provided herein Past due Rent and other past due payments shall bear interest from maturity at the rate set forth in the Texas Prompt Payment Act.

All other sums and charges of whatsoever nature required to be paid by Tenant to Landlord pursuant to the terms of this Lease (including, without limitation, all payments set forth in Article XXII, below entitled "Additional Rent") constitute Additional Rent (whether or not it is designated "Additional Rent") and failure by Tenant to timely pay such other sums or charges may be treated by Landlord as a failure by Tenant to pay Minimum Rent

No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder, nor shall any endorsement or

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statement on any check, or letter accompanying any check or payment, as Rent be deemed an accord and satisfaction Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other right or remedy provided in this Lease

ARTICLE V

UTILITIES

Section 5 01 Landlord will, at its own cost and expense, pay for all water, sanitary sewer, gas, electricity and other utilities ("**Utilities**") used by Tenant in the Leased Premises and will save and hold Tenant harmless from any charge or liability for services for Utilities

Section 5.02 No interruption or malfunction of any Utility services (including, without limitation, interruption of such Utilities as a result of the enactment or promulgation, regardless of the ultimate validity or enforceability thereof of any federal, state or local law, statute, ordinance, decree order, guideline or regulation now or hereafter enacted or promulgated by any governmental, quasi-governmental, regulatory or executive authority) shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or a breach by Landlord of any of its obligations hereunder or render Landlord liable for any damages (including, without limitation, consequential or special damages) or entitle Tenant to be relieved from any of its obligations hereunder (including the obligation to pay Minimum Rent or Additional Rent) or grant Tenant any right of off-set or recoupment In the event of any such interruption of any services for Utilities, Landlord shall use reasonable diligence to restore such service in any circumstances in which such interruption is caused by Landlord's fault or by an Act of God

ARTICLE VI

USE

Section 6 01 Tenant will use the Leased Premises solely for the Permitted Use defined in **[Article I Section 11]** Tenant will not use or permit use of the Leased Premises for any other purpose without the written consent of Landlord Such store will be advertised as and operated under Tenant's trade name, unless and until the majority of the stores Tenant (or its parent corporation, if Tenant is a corporation) is now or hereafter so operating should change their names, in which event the Leased Premises will be advertised as and operated under such new name Tenant, at its own expense (i) will comply with all Federal, State, municipal and other laws, codes, ordinances, rules and regulations (collectively, the 'Laws") applicable to the Leased Premises and the business conducted therein by Tenant including, without limitation the Americans with Disabilities Act of 1990 ("ADA") and the federal Occupational Safety and Health Act of 1970 ("OSHA"), as both may have been amended or shall be amended in the future, (ii) will install, remove and alter such fixtures, equipment and facilities in, and make such alterations to, the Leased Premises as may be necessary to comply with all Laws, and (iii) will comply with such regulations as Landlord may promulgate regarding sanitation, cleanliness and other matters for the Leased Premises and the Center, including without limitation removal of garbage, trash and other waste Tenant will not engage in any activity or permit any nature of construction by Tenant or any other condition at the Leased Premises which would cause Landlord's fire and extended coverage insurance to be canceled, or the rate therefore increased (or at Landlord's option, Tenant will upon demand pay any such increase) Tenant will comply with such safety recommendations, loss prevention recommendations, and loss reduction recommendations as Landlord or Landlord's insurance carriers (or both) may, from time to time, request Tenant will not (i) conduct any auction, bankruptcy, fire, "lost-our-lease," "going-out-of-business," or similar sale, (ii) make any unlawful use of the Leased Premises or permit any unlawful use thereof, (iii) use any loudspeaker, phonograph, radio or sound amplifier heard outside the Leased Premises, and (iv) commit any act which is a nuisance or annoyance to Landlord or to other tenants, or which might, in the exclusive judgment of Landlord, appreciably damage Landlord's goodwill or reputation, or tend to injure or depreciate the Center

Section 6 02 Intentionally Left Blank

Section 6 03 Tenant binds and obligates itself to occupy and use the entire Leased Premises continuously during the entire Lease Term for the Permitted Use Tenant will remain open on business days during reasonable business hours

Section 6 04 Landlord shall be responsible, at its sole cost and expense, for the removal of Tenant's ~~its~~ trash with the exception of medical, special and infectious waste which Tenant will dispose of in accordance with all applicable laws, regulations and orders In the event Landlord has established a common trash removal or disposal program at the Center, Tenant shall participate in such program All medical, special and infectious trash dumpsters installed by Tenant must comply with any state or federal laws or ordinances and must be placed at a location approved by Landlord Landlord, at Tenant's expense, shall have the right to remove from the Center without notice any such receptacles that do not comply with state or federal laws and/or that have not been approved

Section 6.05 Tenant shall install and maintain a locking system for the Leased Premises in accordance with Landlord's standard requirements Tenant specifically acknowledges that Landlord has no duty to provide security for any portion of the Center, including without limitation the Leased Premises and the Common Area (defined herein), and Tenant has assumed sole responsibility and liability for the security of itself, its employees, contractors, customers and invitees and their respective property, in, on or about the Center, including without limitation the Leased Premises and the Common Area Notwithstanding anything herein to the contrary, Tenant expressly acknowledges and agrees that to the extent Landlord elects to provide any security, Landlord is not warranting the efficacy of any such security personnel, services, procedures or equipment and that Tenant is not

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relying and shall not hereafter rely on any such personnel, services, procedures or equipment **LANDLORD SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT TO PREVENT OR CONTROL, OR APPREHEND ANY ONE SUSPECTED OF, PERSONAL INJURY OR PROPERTY DAMAGE IN, ON OR AROUND THE CENTER AND TENANT HEREBY RELEASES LANDLORD FROM ANY SUCH LIABILITY, INCLUDING, BUT NOT LIMITED TO LIABILITY ARISING FROM LANDLORD'S SOLE OR CONCURRENT NEGLIGENCE.**

ARTICLE VII

COMMON AREA

Section 7 01 A Landlord will provide a Common Area in the Center and make necessary repairs thereto, and, except when prevented from doing so by causes beyond its control, Landlord will also provide lighting in the parking area in the Center from dusk until the later of (i) 9 30 o'clock P M or (ii) one-half hour after the closing hour of tenants occupying ninety percent (90%) of the floor area of all stores in the Center Landlord shall have the right, from time to time, to change the layout, location and/or size of the Common Area, and designate employee parking spaces and tenant truck loading zones and to do and perform such other acts in the Common Area as Landlord and shall, in its good faith judgment, determine to be advisable Landlord shall have the right, from time to time, to close all or any portion of the Common Area to such extent as may be legally sufficient to prevent a dedication thereof or any diminution of the rights of Landlord with respect thereto; and to do and perform such other acts in the Common Area as Landlord shall, in its good faith judgment, determine to be advisable The non-exclusive usage rights to the Common Area herein granted to Tenant shall constitute a non-exclusive license existing during the Lease Term, but not thereafter Landlord shall have the right, from time to time, to establish, modify and enforce rules and regulations with respect to the Common Area and to police it, and Tenant agrees to comply with all such rules and regulations

B For purposes of this Lease, the phrase "**Common Area**" shall mean and include the Center's customer parking area, employees' parking area, service drives, service roads, traffic islands, landscaped areas, loading and service areas, sidewalks, roofs, gutters and downspouts, sprinkler risers serving all or any buildings located in the Center, electrical gutters serving all or any buildings located in the Center, and such other portion or portions of the Center (not leased or held by Landlord for the purposes of being leased or rented to other tenants) as may from time to time be designated or treated by Landlord as part of the Common Area, as well as drainage facilities and lighting facilities servicing any one or more of the aforesaid areas

Section 7 02 Tenant will at all times keep all merchandise and displays within the Leased Premises and will not at any time display any merchandise or offer it for sale or (other than during essential loading or unloading operations within the area referred to in Section 7 03 below) permit it to be on adjacent sidewalks or at any other point outside the Leased Premises, nor will Tenant in any other way use or obstruct such sidewalks or other area outside the Leased Premises

Section 7 03 Tenant will not load or unload any trucks or permit any trucks serving the Leased Premises, whether owned by Tenant or not, to be loaded or unloaded in the Center, except in the area specifically designated for such use by Landlord

ARTICLE VIII

ASSIGNMENT AND SUBLETTING

Section 8 01 Tenant shall not assign or in any manner transfer this Lease or any estate or interest herein, by operation of law or otherwise, or sublet the Leased Premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the Leased Premises without the prior written consent of Landlord Upon any violation of this provision, this Lease shall terminate, at Landlord's option Landlord agrees that it will not withhold consent to any assignment or sublease of this Lease in an unreasonable manner (as further explained in Section 26 15 of this Lease), however, in determining whether or not to grant its consent, Landlord shall be entitled to take into consideration factors such as Landlord's desired tenant mix, the reputation and net worth of the proposed transferee, and the then current market conditions (including market rentals) Consent by Landlord to one or more assignments or subletting shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings Any assignment or sublease proposed by Tenant shall be only for the purposes specified in [Article I Section 12] hereof and for no other purpose, it being stipulated and agreed that Tenant's agreement to use the Leased Premises for such purposes constitutes a material inducement to Landlord to enter into this Lease and that the use of the Leased Premises for any other purpose (without Landlord's consent) will substantially disrupt the tenant mix or balance in the Center In no event shall any assignment or sublease of the Leased Premises relieve or release Tenant or any guarantor of this Lease from any obligations under this Lease

In the event that Tenant gives Landlord notice of a proposed assignee or sublessee, such notice shall contain the name of such proposed assignee or sublessee, current audited financial statements (or such other reasonable financial information as Tenant is able to secure) with respect thereto the proposed use of the Leased Premises, the names and background operating experience (to the extent reasonably available) of the principals of the proposed assignee or sublessee and the proposed terms and provisions of such sublease or assignment Provided that the proposed use for the Leased Premises by the assignee or sublessee does not violate any existing use or exclusive rights of other tenants of the Center, then Landlord shall have the following options exercisable not later than twenty (20) days following receipt by Landlord of all of the information referred to in the preceding sentence relative to the notice of such proposed assignment or subletting (i) to terminate the Lease effective as of the expiration of such twenty (20) day period, in which event Tenant and all guarantors shall be relieved of all further

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liability hereunder except for Additional Rent reconciliations, or (ii) to approve such assignment or subletting in accordance with the notice thereof or (iii) to reject such assignment or subletting within the time period set forth above Failure of Landlord to terminate or approve within said twenty (20) day period shall be deemed a rejection by Landlord of such assignment or subletting

Section 8 02. Provided the Tenant is a corporation and if at any time during the Lease Term, if the person or persons who own a majority of either the outstanding voting shares or all outstanding shares of capital stock of Tenant as of the Effective Date cease to own a majority of such shares (except as the result of transfers by devise or descent), then the loss of a majority of such shares shall be deemed an assignment of this Lease by Tenant and therefore subject in all respects to the provisions of Section 8 01 above The previous sentence shall not apply, however, if at the Effective Date the outstanding voting shares of capital stock of Tenant are listed on a recognized security exchange or over-the-counter market

Section 8 03 If this Lease is assigned or if the Leased Premises is subleased Lessee will be released from all future obligations under this Lease.

Section 8 04 Tenant shall not mortgage, pledge or otherwise encumber or cause to be encumbered the Leased Premises or Tenant's interest in this Lease or in the Leased Premises without Landlord's prior written consent, such consent to be given in Landlord's sole discretion.

Section 8 05 In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Leased Premises to a person or entity expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to Landlord's successor-in-interest for performance of the Landlord obligations Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to Landlord's successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto

ARTICLE IX

REPAIR AND MAINTENANCE

Section 9 01 Upon the condition precedent that Tenant shall have given Landlord prior written notice of the item damaged, Landlord will repair the following damage to the Leased Premises but none other

(i) Damage to the roof, foundation and exterior walls, windows, doors, moldings, trim, window frames, door frames, closure devices, hardware, air conditioning, heating, plumbing and plumbing fixtures, electrical equipment and fixtures, gas lines and fixtures, and window glass of the Leased Premises and damage to the interior of the Leased Premises caused by Landlord's failure to properly maintain and repair the exterior of the Leased Premises, and

(ii) Damage to any utility lines (sewer, water, gas or electrical) located outside the boundaries of the Leased Premises, provided however, in the event any of the foregoing damage is caused by one or more acts or omissions of Tenant, its agents, employees, customers or invitees, then (in either of such events) the Tenant shall bear the cost of such repairs Landlord will not be liable for any damage or injury (fatal or non-fatal) resulting from any damage which Landlord is obligated to repair under the terms of this paragraph (or from Landlord's failure to perform any such repair) Landlord shall not be responsible (except as specifically provided in this paragraph) for maintaining the Leased Premises in condition suitable for the use provided under this Lease or for performing any repair or maintenance work other than that specifically stated in this Section 9.01 and in Article XI (entitled "Fire or Destruction of Premises") or Article XIX (entitled "Eminent Domain")

Section 9 02 All damage, other than that which Landlord undertakes to repair in Section 9 01, Article XI or Article XIX will be repaired and all maintenance will be performed and replacements will be made by Tenant at Tenant's cost and expense including without limitation all other maintenance and repairs necessary or appropriate to cause the Leased Premises to be suitable for Tenant's intended commercial purpose and occupancy Tenant will be responsible for repairing all damage to the Leased Premises caused by one or more acts or omissions of Tenant, its agents, employees, customers or invitees

If Landlord considers any repairs, maintenance or replacements are required and necessary by the provisions of this Lease to be made or provided by Tenant and Tenant refuses or neglects to make the repairs, maintenance, or replacements after reasonable notice (except in the event of an emergency in which event no prior notice shall be required), Landlord shall have the right (but shall not be obligated), to make such repairs, perform such maintenance, or provide such replacement Tenant will pay the reasonable cost thereby incurred by Landlord, on demand, with interest thereon as set forth in the Texas Prompt Payment Act The term "**emergency**" as used herein shall be deemed to exist if, in the good faith judgment of Landlord, prompt action is needed in order to prevent death, bodily injury or property damage

Any such sum which Tenant becomes liable to pay to or reimburse Landlord for hereunder may be treated by Landlord as a portion of the rental due and owing by Tenant to Landlord with the next succeeding installment of Minimum Rent due hereunder, for purposes of determining Landlord's remedies in the event of any failure by Tenant to pay such sum to Landlord contemporaneous with the next succeeding installment of Minimum Rent due hereunder

If Landlord makes any repairs, performs any maintenance, or provides any replacement, or engages any third party contractors to do so, then Landlord shall not be liable to Tenant for all loss or damage that may occur to

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Tenant's merchandise, fixtures or other property or to Tenant's business incident to any repair, maintenance or replacement by Landlord or any of Landlord's third party contractors

Section 9.03 Tenant will not commit waste, but will maintain the Leased Premises in a clean, attractive condition and in good repair, and shall also keep adjacent sidewalks clean Upon termination of this Lease, Tenant will surrender and deliver the Leased Premises to Landlord in broom-clean and in the same condition in which they existed as of the Commencement Date, excepting only ordinary wear and tear and damage arising from acts of God and excepting also any damage required hereunder to be repaired by Landlord. Upon termination of this Lease or expiration of the Lease Term, Tenant will also surrender to Landlord all keys to the Leased Premises at the place stated herein for the payment of Rent and inform Landlord, in writing, of all combinations on locks, safes and vaults, if any, at the Leased Premises

Section 9.04 Landlord and any mortgagee or deed of trust beneficiary of the Leased Premises will have a right to enter the Leased Premises at any reasonable time (including during Tenant's business hours) to inspect the condition thereof, to make necessary repairs and improvements, including the repair or maintenance of pipes, wires, and other facilities serving the Center, other premises in the Center, or Landlord's nearby property to show the Leased Premises to prospective purchasers, mortgagees or tenants, and for other lawful purposes, provided however, such right shall not be exercised in a manner which would unreasonably interfere with Tenant's conduct of its business at the Leased Premises and provided, however that in no event shall Landlord or any mortgagee or deed of trust beneficiary have any right to enter any part or portion of the Leased Premises in which pharmaceuticals are stored or secured

Section 9.05 Should any mechanic's liens or other liens or affidavits claiming liens be filed against the Leased Premises or any portion thereof for any reason whatsoever incident to the acts or omissions of Tenant, its agents or contractors, subcontractors, or any laborer performing labor or materialman furnishing materials at or for the Leased Premises at the request of and on behalf of Tenant or by reason of any specially fabricated materials whether or not placed at the Leased Premises, Tenant shall cause the same to be canceled and discharged of record by payment, bonding or otherwise, within fifteen (15) days after Tenant has received notice of such filing

ARTICLE X

ADDITIONS AND FIXTURES

Section 10.01 Tenant will make no alterations, renovations or demolition to the Leased Premises without the prior written consent of Landlord (alterations, renovations or demolition work is collectively referred to herein as "Alterations") Tenant, at Tenant's expense, shall submit to Landlord two (2) sets of plans and specifications in a form acceptable to Landlord for such Alterations and either (i) an asbestos survey performed by a state-licensed asbestos inspector, at Tenant's expense, for all parts of the building to be affected by the proposed Alterations, or (ii) a certification from a licensed engineer or architect (as approved by Landlord) stating the following (a) the architect or engineer has reviewed the Material Safety Data Sheets ("MSDS") for the materials used in the original construction, the subsequent Alterations of all parts of the Leased Premises, and building affected by the planned Alterations, and any asbestos surveys of the building or Leased Premises previously conducted by a state-licensed asbestos inspector, and (b) in the engineer's or architect's professional opinion, all parts of the Leased Premises or building affected by the Alterations do not contain asbestos Tenant, at its expense, shall be responsible for complying with all state, federal and municipal laws, regulations and ordinances

Section 10.02 Subject to the lien and security interest and other rights of Landlord referred to in Article XV hereof, Tenant shall remove only Removable Trade Fixtures (as hereinafter defined), excluding all components of the HVAC system, ducts, conduits, wiring, pipes, paneling or other wall covering or floor covering, and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply (i) such removal must be made prior to the Termination Date or the termination of Tenant's right to possession of the Leased Premises, (ii) Tenant must not be in default of any obligation or covenant under this Lease at the time of such removal, and (iii) such removal must be effected without damage to the Leased Premises or the building of which the Leased Premises are a part or Tenant must promptly repair all damage caused by such removal For the purpose hereof, the phrase "**Removable Trade Fixtures**" means the following all of Tenant's signs (including, but not limited to, storefront signs and Tenant pylon vinyl logos and lettering), counters, tables, chairs, desks, racks, merchandise displays, wall brackets, hang-rods, shelves, mirrors, marking equipment, cash registers, and other business machines

In the event that Tenant fails to remove any Removable Trade Fixtures or if Landlord requests in writing that Tenant remove any or all alterations, additions, fixtures, equipment and property installed or placed by Tenant in the Leased Premises (not constituting Removable Trade Fixtures) and Tenant fails to comply with such request prior to the Termination Date, or if Tenant fails to repair any damage to the Leased Premises and/or the building of which the Leased Premises is a part caused by its removal of any of the aforesaid, then Landlord shall have the right (but shall not be obligated) to remove such Removable Trade Fixtures and/or such other alterations, additions, fixtures, equipment or property installed or placed by Tenant in the Leased Premises (Tenant hereby waiving any damage caused thereby) or repair any such damage to the Leased Premises and/or building of which the Leased Premises are a part and thereupon Tenant will, at Landlord's election, on demand pay (or reimburse Landlord for) the reasonable and actual cost of such removal and the cost of transportation and storage on any Removable Trade Fixtures (or other alterations, additions, fixtures, equipment and property installed or placed by Tenant)

Section 10.03. Tenant shall pay the full amount of all taxes, assessments, impositions, levies, charges, excises fees, licenses and other sums levied, assessed, charged or imposed by any governmental authority or other taxing authority upon Tenant's leasehold interest under this Lease and all alterations, additions, fixtures (including

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Removable Trade Fixtures), inventory and other property installed or placed or permitted at the Leased Premises by Tenant Within thirty (30) days after notice from Landlord, Tenant shall furnish Landlord a true copy of receipts evidencing such payment received by Tenant from any governmental authority or other taxing authority assessing such charges Tenant will also pay all insurance premiums assessed or levied upon any alterations, additions, fixtures or property installed in the Leased Premises by the Tenant and all insurance related to Tenant's use, occupancy and operations within the Leased Premises and the Center

ARTICLE XI

FIRE AND DESTRUCTION OF PREMISES

Section 11.01 If at any time during the Lease Term, the Leased Premises or any portion of the Center should be destroyed or damaged by fire or other casualty, Landlord shall have the election to repair and reconstruct the damaged Structural Portion of the Leased Premises and/or the Center or alternatively, to cancel this Lease In the event (i) the building in which the Leased Premises are located shall be destroyed or substantially damaged by a casualty not covered by Landlord's insurance, (ii) such building shall be destroyed or rendered untenantable (being destroyed or materially damaged) to an extent in excess of fifty percent (50%) of the gross leasable area by a casualty covered by Landlord's insurance, or (iii) the holder of a mortgage, deed of trust or other lien on the Leased Premises at the time of the casualty elects, pursuant to the mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by mortgage, deed of trust or other lien and Landlord does not rebuild, then Landlord may elect either to terminate this Lease or to proceed to rebuild or repair the Structural Portion of the Leased Premises Landlord will notify Tenant of its election within sixty (60) days after receipt of written notice from Tenant of such damages or destruction If Landlord elects to terminate this Lease, Landlord will refund, on a pro-rata basis, to Tenant, within thirty days of the date of notice of termination, any rentals prepaid by the Tenant for the month in which the Lease is terminated

Section 11 02 In the event Landlord elects to repair and restore the Structural Portion of the Leased Premises or the Center, this Lease shall continue in full force and effect, and such repairs will be made by Landlord within a reasonable time, subject to delays caused by governmental restrictions or prohibitions including administrative delays in obtaining building permits, strikes, lockouts, shortages of labor or material, acts of God, war or civil commotion, terrorist acts fire, unavoidable casualty, inclement weather or any other cause beyond the control of Landlord (all of the aforesaid causes for delay being herein sometimes referred to as "**Force Majeure**") The period of time during which Landlord is prevented or delayed in the performance of the making of any improvements or repairs shall be added to Landlord's time for performance hereof Rent shall abate proportionately during the period of restoration and repair ~~only~~ to the extent that the Leased Premises are unfit for use by Tenant and not actually used by Tenant in the ordinary course of its business Tenant shall use its best efforts to repair its improvements located within the Leased Premises and re-open for business immediately after Landlord has re-tendered the Leased Premises to Tenant with the Structural Portions repaired/rebuilt by Landlord In the event Rent has abated due to a casualty, such abatement shall cease upon the earlier of the following to occur (i) Tenant's re-opening for business in the affected portion of the Leased Premises, or (ii) thirty (30) days after Landlord's re-tendering of the Leased Premises to Tenant with the Structural Portions repaired

ARTICLE XII

LIABILITY AND INDEMNITY

Section 12 01 Landlord acknowledges that as a governmental entity of the State of Texas that Tenant is constitutionally prohibited from entering into indemnification agreements

Section 12 02 Tenant, as a governmental entity of the State of Texas carries no property or third party liability insurance coverage Tenant's limits of third party liability are set forth in what is commonly called the Texas Tort Claims Act

Section 12 03 Intentionally Deleted

Section 12 04 Intentionally Deleted

Section 12 05 Tenant shall require any contractor of Tenant performing work on the Leased Premises to carry and maintain, at no expense to Landlord, a non-deductible

a) Commercial General liability insurance policy, including (but not limited to) contractor's liability coverage, products and contractual liability coverage, completed operations coverage, and contractor's protective liability coverage when required, to afford protection, with respect to personal injury, death or property damage of not less than one million dollars ($1,000,000) per occurrence combined single limit/two million dollars ($2,000,000) general aggregate, and

b) Commercial Umbrella liability insurance policy with a one million dollar ($1,000,000) per occurrence limit with a two million dollar ($2,000,000) aggregate limit which will be excess coverage over the primary Commercial General liability, Employers liability and

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Commercial General Auto liability The Commercial Umbrella policy will have a self insured retention of no more than ten thousand dollars ($10,000), and

c) Commercial Automobile liability insurance policy with limits of not less than one million dollars ($1,000,000) combined single limit with respect to personal injury or death and/or property damage If applicable, any owned or leased vehicles operated by Tenant or employees of Tenant for the purpose of the Tenant's business, must comply with this section, and

d) Worker's Compensation Employers liability insurance providing state statutory benefits to their employees, job related accident, or job related disease in the amount of one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) disease policy limit, and one million dollars ($1,000,000) disease/accident each employee, and

The policies of insurance required to be maintained by Tenant and Tenant's contractors in Article XII hereof are referred to herein as a "**Required Policy**" or collectively as "**Required Policies** "

Section 12 06 All Required Policies shall be in a form and with a company acceptable to Landlord and shall be endorsed so as to be non-cancelable with respect to Landlord and not subject to material changes or termination, except upon thirty (30) days prior written notice to Landlord given in the manner set forth in Article XXIII below Tenant agrees to initially deliver to Landlord a duplicate, updated original or certificate of each Required Policy upon tender of possession of the Leased Premises to Tenant and shall during the Lease Term, maintain a duplicate, updated original or certificate of all Required Policies on deposit with Landlord Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation of such insurance If Tenant shall fail to perform any of its obligations under this Article XII, Landlord may perform the same and the cost thereof shall be deemed Additional Rent and be payable upon Landlord's demand in accordance with the terms and provisions of the Texas Prompt Payment Act from the date such expense was incurred by Landlord until paid.

Section 12 07 Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Leased Premises or its contents, or to other portions of the Center arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the non-insuring party If Landlord has contracted with a third party for the management of the Center, the waiver of subrogation by Tenant herein shall also run in favor of such third party

ARTICLE XIII

DIVISION OF SALES

Section 13 01 Intentionally Left Blank

ARTICLE XIV

SECURITY DEPOSIT

Section 14 01 Tenant will, promptly upon execution of this Lease, pay to Landlord the Security Deposit which may be commingled by Landlord with other funds Landlord shall hold the Security Deposit without liability for interest as security for the faithful performance of all of the terms and provisions of this Lease by Tenant, including the obligation to pay Rent If Tenant should default with respect to any covenant, duty or obligation of Tenant hereunder, then the Security Deposit, or any part thereof, may be applied by Landlord, for the damages sustained by Landlord by reason of any such default or on indebtedness by reason of any failure of Tenant to make any required monetary obligation hereunder At any time or times when Landlord has made any such application of all or any portion of the Security Deposit, Landlord shall have the right, but not the obligation, at any time thereafter to request that Tenant pay to Landlord a sum equal to the amount(s) so applied by Landlord so that Landlord will always be in possession of a sum equal to the amount of the Security Deposit stated above In the event of any conveyance or other transfer of the Leased Premises by Landlord, Landlord's transfer of the Security Deposit (or any remaining portion thereof) to Landlord's transferee shall release and relieve Landlord of any further obligation or liability to Tenant with respect to the Security Deposit If, at the end of the Lease Term, Tenant is not in default in the performance of any provision of this Lease, the Security Deposit, or any balance thereof remaining after deducting all sums for which Tenant is then indebted to Landlord will be released to Tenant by means of Landlord's mailing a check to Tenant at the Notice Address set forth in Article I In the event of the bankruptcy of the Tenant (or said transferee), the Security Deposit may be applied by Landlord as an off-set against any obligation of Tenant (or said transferee) due and owing hereunder at or prior to the commencement of such proceedings, or, at Landlord's election, may be applied against any future claim of Landlord In the event this Lease should be terminated as provided in the Construction Rider attached hereto, Landlord may retain the Security Deposit as liquidated damages for its cost of preparing and revising the plans and specifications and other administrative costs incurred prior to such termination

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ARTICLE XV

LANDLORD'S LIEN

Section 15 01 To secure the payment of all Rent due and to become due hereunder and the faithful performance of this Lease by Tenant and to secure all other indebtedness and liabilities of Tenant to Landlord now existing or hereafter incurred, Tenant hereby gives to Landlord an express first and prior contract lien and security interest on all property belonging to Tenant (including fixtures, equipment, chattels and inventory) which may be placed at the Leased Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property All exemption laws are hereby waived in favor of said lien and security interest to and in favor of Landlord's statutory lien. This lien and security interest may be foreclosed with or without court proceedings by public or private sale provided Landlord gives Tenant at least ten (10) days notice of the time and place of said sale, and Landlord shall have the right to be the purchaser, upon being the highest bidder at said sale The notice referred to in the preceding sentence may (but need not be) given by Landlord to Tenant contemporaneously with any notice from Landlord to Tenant which may be given as to an "Event of Default," as referred to in Section 16 01 below Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Texas Uniform Commercial Code Tenant hereby authorizes the filing of a Uniform Commercial Code Financing Statement in sufficient form so that when properly filed, the security interest hereby given shall thereupon be perfected

Section 15 02 In the event that Landlord takes possession of the Leased Premises in connection with an Event of Default (as herein defined) or for any reason, Landlord shall have the right to use all of the furniture, fixtures and equipment at the Leased Premises belonging to Tenant prior to any foreclosure or repossession by Landlord or any third party having a lien. Landlord shall have the right to remove (without the necessity of obtaining a warrant or writ of sequestration) all or any portion of Tenant's furniture, fixtures, equipment and other property located in the Leased Premises and place the furniture, fixtures, and equipment in storage within the same county in which the Leased Premises is located or dispose of furniture, fixtures and equipment in any manner acceptable to Landlord, at Tenant's cost Landlord shall have the right to relinquish possession of all or any portion of Tenant's furniture, fixtures, equipment and other property to any entity ("**Claimant**") claiming to be entitled to possession thereof who presents to Landlord a copy of an instrument without the necessity on the part of Landlord to inquire into the authenticity of said instrument or Tenant's signature thereon or to make any investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable

ARTICLE XVI

DEFAULT, REMEDIES, AND DETERMINATION OF DAMAGES

Section 16 01 Each of the following acts or omissions of Tenant or occurrences shall constitute an "**Event of Default**"

(a) Failure or refusal by Tenant to timely pay Minimum Rent or any other sum when due hereunder, including but not limited to any Additional Rent expenses under Section XXII in accordance with the provisions of the Texas Prompt Payment Act following written notice to Tenant of such failure, provided, however, that Landlord shall not be required to provide written notice to Tenant more than two (2) times in any twelve (12) month period, following which the failure to pay Minimum Rent or any sum due hereunder from Tenant when due and payable shall constitute an Event of Default without notice of such non-payment, or

(b) Failure or refusal by Tenant to comply with the obligations of Tenant set forth in Article VI of this Lease, or

(c) Failure or refusal by Tenant to timely perform or observe any covenant, duty or obligation of Tenant under this Lease, except as specified in Subsection 16 1(a) above, provided, however, notwithstanding the occurrence of such an Event of Default, Landlord shall not be entitled to exercise any of the remedies provided for in this Lease or by law unless such Event of Default continues beyond the expiration of thirty (30) days following notice to Tenant of the occurrence of such Event of Default, provided, further, that if Tenant shall default in the performance of any covenant, duty or obligation two (2) or more times in any twelve (12) month period, then notwithstanding that each such default shall have been cured by Tenant, any further default shall be deemed an Event of Default without Landlord's being obligated to provide notice to Tenant and grant Tenant the right to cure, or

(d) Abandonment or vacating of the Leased Premises or any portion thereof, or

(e) The entry of a decree or order for relief by a court having jurisdiction over Tenant or any guarantor of Tenant's obligations hereunder in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or any guarantor of Tenant's obligations hereunder for any substantial part of either of said parties' property, or ordering the winding-up or liquidation of either of said parties' affairs, or

(f) Tenant shall do or permit to be done anything that creates a lien upon the Leased Premises, or

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(g) The commencement by Tenant or any guarantor of Tenant's obligations hereunder of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or

(h) Tenant shall fail to execute and acknowledge in good faith and in writing within ten (10) days after submission to Tenant of a request for confirmation of the subordination of the Lease to a security document and an estoppel certificate, or

Section 16 02 This Lease and the term and estate hereby granted and the demise hereby made are subject to the limitation that if and whenever any Event of Default shall occur, after such notice, if any, as is provided in Section 16 01, Landlord may, at its option, in addition to all other rights and remedies given hereunder or by law or equity, upon operation of Law and issuance of an appropriate Order of a Justice of the Peace Court entered in a forcible detainer proceeding, do any one or more of the following

(a) Terminate this Lease, in which event, Tenant shall immediately surrender possession of the Leased Premises to Landlord, or

(b) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated the Lease, or

(c) Alter locks and other security devices at the Leased Premises, or

(d) In the event that Tenant fails to pay for three (3) consecutive months the Minimum Rent, Percentage Rent, Additional Rent, or any other payments hereunder on the first day of each calendar month or upon such date as is required in the Lease, Landlord, upon notice, may, but is not required to, declare the Lease Term as set forth in Section 3 01 of the Lease immediately amended to be on a month-to-month basis with Landlord having the right to cancel and terminate this Lease by giving Tenant not less than thirty (30) days prior written notice thereof If Landlord elects to make the aforesaid declaration pursuant to this section, Tenant shall pay Landlord, within ten (10) days of the date the aforesaid notice was given, for the unamortized cost of Tenant's construction allowance, if any, brokerage commissions, if any, and the amount of any deferred or abated rent which was granted at any time during the Term of this Lease The aforesaid amortization shall be on a straight-line basis over the Lease Term including any renewals or extensions

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant

Upon the occurrence of an Event of Default, Landlord shall not be obligated to give any notice (written or oral) regarding alteration of lock or other security devices at the Leased Premises, or notice (written or oral) to vacate the Leased Premises or notice of liability for Landlord's attorneys' fees prior to Landlord's alteration of such locks or security devices or institution of proceedings in forcible detainer In the event Landlord exercises its rights to alter the locks at the Leased Premises, Landlord shall only be required to provide Tenant with a new key during Landlord's regular business hours, provided that in no event shall Landlord be required to provide Tenant a new key until such time as Tenant cures all defaults under this Lease and, if required by Landlord, Tenant pays to Landlord as a Security Deposit being held (as defined in Section 14 01) an amount equal to twice the monthly Minimum Rent and Additional Charges due hereunder

If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Leased Premises for such purpose), and thereupon Tenant shall be obligated to, hereby agrees to pay Landlord, upon demand, all reasonable and actual costs, expenses, and disbursements incurred by Landlord in taking such remedial action

Section 16 03 In the event Landlord elects to terminate this Lease by reason of an Event of Default Landlord may hold Tenant liable for all Rent and other indebtedness accrued to the date of such termination Actions to collect amounts due by Tenant provided for in this paragraph of Section 16 3 may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period, and in no event shall Tenant be entitled to any excess of Rent (or Rent plus other sums) obtained by reletting over and above the Rent defined herein

Tenant and Landlord agree that Landlord shall have no duty to relet the Leased Premises or otherwise mitigate damages under this Lease and Tenant hereby releases Landlord from any and all duty to relet the Leased Premises or otherwise mitigate damages Tenant agrees that Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished, because of Landlord's failure to relet the Leased Premises or collect Rent due with respect to such reletting Additionally, Tenant hereby waives any and all rights to plead such failure of Landlord to mitigate damages as a claim or affirmative defense in any proceeding based on any Event of Default by Tenant under this Lease

In the event and only in the event, that (despite such waiver and contrary to the intent of the parties hereunder) state law requires Landlord to attempt to mitigate damages, Landlord and Tenant agree that any such duty to attempt to mitigate shall be satisfied and Landlord shall be conclusively deemed to have used objectively reasonable efforts to relet the Leased Premises by doing the following (i) posting a "For Lease" sign on the Leased Premises, (ii) advising Landlord's employees of the availability of the Leased Premises, and (iii) advising at least

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one commercial brokerage entity familiar with the market in which the Center is located of the availability of the Leased Premises Furthermore, if either (i) Landlord decides to relet the Leased Premises, or (ii) a duty to relet is imposed upon Landlord by law, then Landlord shall be required to use only the same efforts Landlord then uses to lease any space in the Center Landlord shall not in any event be required to give any preference or priority to the leasing of the Leased Premises over any other space that Landlord may have available in the Center

If Landlord receives any payments from the reletting of the Leased Premises and is required to mitigate damages (despite the intent of the parties hereunder), any such payments shall first be applied to any costs or expenses incurred by Landlord as a result of Tenant's Event of Default under this Lease, including but not limited to brokerage fees, attorneys' fees, and construction expenses related to reletting the Leased Premises

Section 16 04 In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon Rent due Landlord), but prior to any such action, Tenant will give Landlord written notice specifying such default with particularity and Landlord shall thereupon have a reasonable period, but in no event more than thirty (30) days, in which to cure any such default, provided, however, if the character of the default is such that more than thirty (30) days are reasonably necessary to cure same, Landlord shall be afforded as much time as reasonably necessary to cure the default as long as Landlord has commenced curative action within thirty (30) days of Tenant's notice and diligently pursues the cure thereafter Unless and until Landlord fails to commence to cure any default after such notice, or having commenced thereafter fails to exercise reasonable diligence to complete such curing, Tenant shall not have any remedy or cause of action by reason thereof All obligations of Landlord hereunder will be construed as independent covenants, not conditions, and all such obligations will be binding upon Landlord only during the period of its ownership of the Center and not thereafter

Notwithstanding anything contained in this Lease to the contrary, in the event of any default by Landlord in performing its covenants or obligations hereunder, Tenant shall not exercise any rights it may have on account of such default until (i) Tenant gives forty-five (45) days written notice of such default (which notice shall specify the exact nature of said default and how the same may be cured) to any Landlord's Mortgagee who has heretofore notified Tenant in writing of its interest and the address to which notices are to be sent and (ii) each such Landlord's Mortgagee fails to cure or cause to be cured said default within the time period permitted Landlord pursuant to the terms of this Lease together with such additional time as may be reasonably necessary if Landlord's Mortgagee is prevented by applicable laws from commencing the cure of such default

Notwithstanding anything in this Lease to the contrary, if Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold Landlord's consent or approval, Tenant's sole and exclusive remedy shall be an action for specific performance, declaratory judgment, or injunction and in no event shall Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any money damages in any action or by way of set off, defense, or counterclaim and Tenant hereby specifically waives the right to any money damages or other remedies

Section 16 05 Intentionally Left Blank

Section 16 06 Landlord and Tenant hereby acknowledge and agree that Landlord or a "Landlord Affiliate" (as herein defined) may have heretofore entered, or may hereafter enter, into another lease or leases with Tenant or "Tenant's Affiliate" (as herein defined) any such lease heretofore or hereafter entered into by Landlord or a Landlord Affiliate with Tenant or a Tenant Affiliate shall be referred to as an "**Other Lease**" Notwithstanding any provision to the contrary contained herein or in any Other Lease, Landlord and Tenant stipulate and agree that any Event of Default hereunder shall likewise constitute an event of default by Tenant (or the Tenant Affiliate as the case may be) under any Other Lease and that a default by Tenant (or a Tenant Affiliate, as the case may be) under any Other Lease shall constitute an Event of Default hereunder While there presently may be no Other Lease, Landlord and Tenant agree that it is reasonably foreseeable, and they contemplate, that in the ordinary course of their business they may hereafter enter into an Other Lease and that Landlord would not enter into this Lease (or any Other Lease) but for the agreement set forth in the preceding sentence For purposes hereof (i) the phrase "**Landlord Affiliate**" shall mean a business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Landlord and (ii) the word "**control**" shall mean right and/or power, direct or indirect, to direct or cause the direction of the management and policies of a business entity, corporate or otherwise, through ownership or voting securities, by contract or otherwise For purposes hereof, the phrase "**Tenant Affiliate**" shall mean any guarantor of the obligations of Tenant hereunder ("**Guarantor**"), any member of the immediate family of Tenant (or the immediate family of any officer, director or shareholder of Tenant if Tenant is a corporation, or of any Guarantor), or any business entity in which Tenant (or any officer, director, or shareholder of Tenant, if Tenant is a corporation) or any Guarantor has any financial interest, direct or indirect

ARTICLE XVII

NON-WAIVER

Section 17 01 Neither acceptance of Rent (or any portion thereof) or any other sums payable by Tenant hereunder (or any portion thereof) by Landlord nor failure by Landlord to complain of any action, non-action or default of Tenant shall constitute a waiver as to any breach of any covenant or condition of Tenant contained herein nor a waiver of any of Landlord's rights hereunder Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation No right or remedy of Landlord hereunder or covenant, duty or

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obligation of Tenant hereunder shall be deemed waived by Landlord unless such waiver is in writing and signed by Landlord

ARTICLE XVIII

LANDLORD-TENANT RELATION

Section 18 01 The relation created by this Lease is that of landlord and tenant Nothing herein contained shall be deemed or construed by the parties hereto, nor by a third party, to be a creation of the relationship of principal and agent, or of partnership, or of joint venture between the parties Neither computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to make Landlord liable for the debts of Tenant or create any relationship between the parties hereto other than the relationship of landlord and tenant

ARTICLE XIX

EMINENT DOMAIN

Section 19 01 If all of the Leased Premises should be taken by any authority having the power of eminent domain, then and in that event, the Lease Term shall cease and terminate, and the date of such termination shall be, at Landlord's election, either the date upon which possession shall be tendered to such authority by Landlord or the date upon which possession is taken by such authority

Section 19 02 If less than thirty percent (30%) of the floor area of the Leased Premises should be taken, Landlord may elect to terminate this Lease or to keep this Lease in effect, but if Landlord elects to keep this Lease in effect the Minimum Rent shall be reduced in proportion to the area taken by the condemning authority Landlord shall notify Tenant of the modified amount due for Minimum Rent and such other sums that shall be due and payable by Tenant to Landlord in accordance with the provisions of Article IV In the event that Landlord has elected to continue this Lease in effect and following such partial taking, Landlord shall make all necessary restoration work to the remaining floor area of the Leased Premises, at Landlord's sole discretion so that the remaining portions of the Leased Premises are architectural whole Landlord shall perform such restoration work within a reasonable period of time with reasonable allowances for Force Majeure Neither the restoration work, if any, performed by Landlord with respect to the Leased Premises or to any other portion of the Center shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or Center or a breach by Landlord of any of its obligations hereunder or render Landlord liable for damages or entitle Tenant to be relieved from any of its obligations hereunder (with the exception of the aforesaid proportionate reduction in Minimum Rent) or grant Tenant any right of off-set or recoupment In the event that any condemnation proceeds, whether by way of compensation or damages, are collected by any party holding a lien on Landlord's interest in the Leased Premises, such proceeds shall not be deemed to have been collected by Landlord, whether or not the payment to such lienholder is with the approval of Landlord

Section 19 03 Whether or not such authority may take any portion of the Leased Premises, Landlord may nevertheless elect to terminate this Lease or to continue this Lease in effect in the event any portion of any building in the Center or more than ten percent (10%) of the Common Area of the Center is taken by such authority

Section 19 04 All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the fee or the leasehold interest, whether as damages or as compensation, will be and are the property of Landlord Tenant hereby assigns to Landlord all proceeds, whether by way of compensation or damages, otherwise payable to Tenant for its leasehold interest by reason of such taking Tenant further grants to Landlord the exclusive authority to negotiate with such authority for payment both with respect to the interest of Landlord and the interest of Tenant in the Leased Premises and Tenant agrees that the authority having the power of eminent domain shall cause all checks and drafts issued by it in connection with any such taking of the fee or leasehold estate, whether as compensation or as damages, to be issued payable to the order of Landlord or payable to the order of Landlord and Landlord's Mortgagee Upon request of Landlord, Tenant agrees to execute such instrument(s) Landlord may request for the purpose of evidencing the cessation of Tenant's interest in any portion of the Leased Premises taken by the condemning authority and the continued effectiveness of this Lease as to the balance of the Leased Premises not taken. Any amounts specifically awarded or agreed upon by the Tenant and the condemning authority for the taking of Tenant's Removable Trade Fixtures shall be the property of Tenant

Section 19 05 If this Lease should be terminated under any provision of this Article XIX, rental and other sums due and payable by Tenant hereunder shall be payable up to the date that possession is taken by the condemning authority and Landlord will refund to Tenant an equitable portion of any such rental and other sums paid in advance but not yet earned by such date

Section 19 06 In the event that any authority having the power of eminent domain requests that Landlord convey to such authority all or any portion of the Center or all or any portion of the Leased Premises, Landlord shall have the right to make a voluntary conveyance to such authority of all or any portion of the Center or all or any portion of the Leased Premises whether or not proceedings have been filed by such authority, and in the event of any such voluntary conveyance, it shall nevertheless for all purposes hereunder be deemed that there has been a taking by such authority of the property voluntarily conveyed by Landlord Accordingly, all of the provisions of Sections 19 01, 19 02, 19 03, 19 04 and 19 05 hereof shall be applicable notwithstanding such voluntary conveyance

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ARTICLE XX

HOLDING OVER

Section 20 01 If Tenant should remain in possession of the Leased Premises after the expiration of the Lease Term, without the execution of a new lease, then this Lease will be automatically renewed on the same terms and conditions on a month to month basis

Section 20 02 Either party upon thirty (30) days written notice to the other may terminate the above described hold-over tenancy

Section 20 03 After receipt of a notice of termination of possession or of this Lease has been given, any Rent due shall be calculated according to Section 20 01 on a pro rata basis If upon notice of termination by Landlord, Tenant tenders Rent in excess of the amount due and payable pursuant to the formula in Section 20 01 and Landlord accepts such payment, the acceptance of such payment will not operate as a waiver by Landlord of the notice of termination, unless such waiver is in writing and signed by Landlord. Landlord shall promptly refund any such excess amounts tendered and accepted, after deducting therefrom any amounts owed Landlord

ARTICLE XXI

LANDLORD'S MORTGAGES

Section 21 01 Tenant agrees that its interest under this Lease shall be subordinate to any mortgage, deed of trust, or similar device now or hereafter placed upon the Leased Premises or all or any portion of the Center by Landlord Even though this Lease may be superior to such mortgage, deed of trust, or other security agreement, the provisions of such mortgage, deed of trust or other security agreement relative to the rights of such mortgagee, deed of trust beneficiary, or secured party with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and/or arising from insurance payable by reason of damage to or destruction of the Leased Premises shall be prior and superior to any contrary provisions contained in this Lease with respect to the payment thereof

Upon notice to Tenant, Tenant will execute any instruments required to evidence such subordination If any person or entity shall succeed to all or part of Landlord's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute any agreement(s) confirming Tenant's attornment to the successor in interest

Section 21 02. The term "**Landlord's Mortgagee**" shall mean any party holding a mortgage or deed of trust on the Leased Premises or any part thereof or all or any portion of the Center A lien held by a Landlord's Mortgagee on the Leased Premises or any portion thereof or Center or any portion thereof is herein referred to as a "**Landlord's Mortgage** "

Section 21.03 Landlord and Tenant agree to execute and deliver to each other a certificate stating

(a) Whether or not this Lease is in full force and effect,

(b) Whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any,

(c) Whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying in detail the nature of such defaults, if any, and

(d) Such other information as may be reasonably requested

The aforesaid certificate(s) shall be delivered to Landlord or Tenant, as the case may be, promptly upon receipt of a written request therefor, but in no event more than ten (10) days following receipt of such request Failure by Tenant to timely deliver such certificate(s) shall constitute an Event of Default hereunder and entitle Landlord to exercise any remedies permitted under the terms of this Lease without the necessity of further notice to Tenant.

Section 21.04 If Landlord herein does not own the fee to any portion of the property which constitutes the Center, but instead holds only a leasehold interest therein under a ground lease, then in such event, this instrument shall be a sublease agreement subject and subordinate to the underlying ground lease If this Lease should be terminated as a result of termination of the said underlying ground lease (regardless of the reason for termination of such underlying ground lease), Tenant shall have no right or claim against Landlord by reason thereof. This Lease is made by Landlord and accepted by Tenant subject to any and all matters of record affecting the Leased Premises or the Center

ARTICLE XXII

ADDITIONAL RENT

Section 22 01 In addition to and separate from the Minimum Rent, Tenant shall pay to Landlord as Additional Charges in Rent the Common Area Payment Tax Payment, and Insurance Payment as set out in Article I of this Lease For purposes of this Lease, the terms below have the following meaning

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The phrase "**Common Area Operating Costs**" shall mean, for each calendar year (or portion thereof) during the Lease Term, the aggregate of all costs, expenses, management fees and liabilities of every kind or nature paid or incurred by Landlord (to the extent that Landlord, in its good faith judgment, regards it as reasonably necessary or appropriate to provide the services and materials hereafter referred to and to pay and incur the costs, expenses and liabilities hereafter referred to) in connection with (i) sweeping, cleaning removing debris from, maintaining, restriping, and repairing the Common Area, (ii) lighting the Common Area (including replacement of bulbs and ballasts, and painting, repairing and maintaining of light standards), (iii) providing project identification signs; (iv) providing signs and/or personnel for assisting in traffic control and management at the Center and Common Area, (v) constructing, operating, and repairing and maintaining any on-site or off-site Utilities necessary or appropriate for the operation of the Common Area, (vi) providing and maintaining planting and landscaping with respect to the Common Area, (vii) Utilities charges for any services to the Common Area, (viii) repairing and maintaining the roof of the Leased Premises and the building of which they are a part (including repairs to provide for adequate drainage and to gutters and downspouts), (ix) repairing and maintaining the Structural Portions of the Leased Premises and the building of which they are a part, (x) repairing and maintaining utility lines located in the Common Area which do not exclusively serve one tenant in the Center (including, without limitation, lighting and tile), (xi) exterminating and pest control in and about the Center, (xii) periodic repainting of exterior walls, fascias, and parapets of the buildings in the Center (including steam cleaning, sandblasting, filling holes, and graffiti-removal procedures), (xiii) repairing and maintaining overhead canopies at the Center, (xiv) repairing and maintaining sprinklers and sprinkler-risers serving the Leased Premises and the building of which they are a part, (xv) repairing and maintaining sidewalks in the Common Area (including, without limitation, periodic steam cleaning thereof), (xvi) repairing and maintaining the parking lots in the Common Area, and (xvii) all other costs and expenses of every kind or nature paid or incurred by Landlord relative to operating, managing, and equipping the Common Area including, without limitation, subdivision maintenance fees or dues, property owners association fees or dues and similar charges, annual charges for reserves established by Landlord for future replacements or improvements to the Common Area (inclusive of periodic new blacktopping of the parking areas and major roof repairs and major structural repairs) Maintenance and repairs to the parking lot in the Common Area and roof are not considered capital expenditures

The word "**Taxes**," as used herein shall mean all taxes, assessments, impositions, levies charges, excises, fees, state or federal tax imposed on rental income of the Center, licenses and others sums levied, assessed, charged or imposed by any governmental authority or other taxing authority or which accrue on the Center for each calendar year (or portion thereof) during the Lease Term, including, without limitation, professional fees and expenses incurred by Landlord for federal tax preparation and accounting services, ad valorem tax consultants or tax-rendering services and all penalties, interest, and other charges (with respect to Taxes) payable by reason of any delay in or failure or refusal of Tenant to make timely payment as required under this Lease Tenant's Share of any governmental tax or charge (other than income or estate tax) levied, assessed or imposed on account of the payment by Tenant or receipt by Landlord, or based in whole or in part upon, the rents in this Lease reserved or upon the Center or the value thereof shall be paid by Tenant, including any new direct or indirect tax or surcharge against the Center the parking areas, or the number of parking spaces in the Center or any new direct or indirect tax or surcharge in addition to or by way of substitution for any existing tax or assessment which Landlord becomes obligated to pay with respect to the Center

Tenant agrees that it will not protest or appeal any appraisal or re-appraisal of the Leased Premises or all or any portion of the Center before any governmental authority and Tenant hereby waives any right to receive notices of re-appraisal If Texas lease insert, which waiver includes, without limitation, any rights which may otherwise exist under Sections 41 413 and 42 015 of the Texas Tax Code as the same may be modified or amended from time to time

The phrase "**Insurance Premiums**" shall mean the total annual insurance premiums which accrue on all fire and extended coverage insurance, boiler insurance, public liability and property damage insurance, rent insurance, and other insurance which, from time to time, may at Landlord's election be carried by Landlord with respect to the Center during any applicable calendar year (or portion thereof) occurring during the Lease Term, provided however, in the event that during any such calendar year, all or any part of such coverage is written under a "blanket policy" or otherwise in such manner that Landlord was not charged a specific insurance premium applicable solely to the Center, then in such event, the amount considered to be the insurance premium with respect to such coverage for such calendar year shall be that amount which would have been the annual insurance premium payable under the rates in effect on the first day of such applicable calendar year for a separate Texas Standard Form insurance policy generally providing such type and amount of coverage (without any deductible amount) with respect to the Center (considering the type of construction and other relevant matters) irrespective of the fact that Landlord did not actually carry such type policy If the insurance policies maintained by Landlord with respect to the Center contain any nature of deductible feature, then Tenant, in the event of a loss to the Leased Premises, shall pay to Landlord Tenant's pro rata share thereof, based upon the amount of such deductible feature multiplied by a fraction, the numerator of which is the total amount of square feet comprising the Leased Premises and the denominator of which is the aggregate number of square feet of the total floor area leased to all tenants in the Center whose premises have been damaged or destroyed by such casualty Tenant's pro-rata share of such deductible amount shall be payable to Landlord within ten (10) days following receipt from Landlord of a statement therefor and payment thereof by Tenant shall be condition precedent to Landlord's obligations to repair or restore the Leased Premises

The phrase "**Tenant's Share**" as applied to Common Area Operating Costs, Taxes, and Insurance Premiums shall refer to a sum calculated by multiplying the Common Area Operating Costs, Taxes, and Insurance Premiums (as the case may be) by a fraction, the numerator of which is the ground floor area (in square feet) of the Leased Premises (as indicated in [Article I Section 4] of this Lease) and the denominator of which is ninety-five percent (95%) of the aggregate leasable ground floor area (in square feet) of all buildings in the Center (whether or

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not actually leased) on the first day of January for the relevant calendar year for which any calculation referred to in this Article XXII is being made, provided, however, for any period less than twelve (12) full calendar months with respect to which such calculation is being made, a pro rata portion of the resulting product shall be calculated to determine Tenant's Share

Section 22 02 Unless and until Landlord exercises the rights set forth in Section 22 03 of this Lease, Tenant will pay to Landlord the Common Area Payment, Tax Payment, and Insurance Payment as specified in Article I of this Lease Each payment shall be made monthly in advance for each and every month during the Lease Term, except however, if the Lease Term does not begin on the first day of a calendar month, Tenant shall pay a pro rata portion of such sums for such partial month

Section 22 03 Intentionally Left Blank

Section 22 04 If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on Rents or other sums received by Landlord under this Lease (herein referred to as "**Rent Sale Tax**"), then in addition to all Rent and other payments to be made by Tenant as provided above, Tenant will also pay Landlord a sum equal to the amount of such Rent Sales Tax Rent Sales Tax shall not include any income taxes applicable to Landlord

ARTICLE XXIII

NOTICE

Section 23 01 Any notice given under the terms of this Lease shall be in writing and delivered to the Notice Address of Landlord or Tenant, by hand or sent by United States Registered or Certified Mail, adequate postage prepaid Either party's address may be changed by giving the other party notice as provided above, except that the Leased Premises may not be used by Tenant as the sole Notice Address No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided A post office receipt for registration of such notice or signed return receipt shall be conclusive that such notice was delivered in due course of mail if mailed as provided above For purposes of the calculation of various time periods referred to herein, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above and notice mailed in the manner provided above shall be deemed completed upon the earlier to occur (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided Any written notice addressed as provided hereinabove and actually received by the addressee, shall constitute sufficient notice for all purposes under this Lease

ARTICLE XXIV

TENANT'S SIGNS

Section 24 01 Prior to the installation of any signs advertising Tenant's trade name or business , Tenant will tender Tenant's sign plans for the storefront fascia and the back of the Leased Premises and proposals for advertising on a pylon sign for the Center to Landlord for its approval In the event that Landlord has not approved Tenant's sign plans within ten (10) days from Landlord's receipt, then the Tenant's sign plans shall be deemed rejected Tenant's sign plans shall be prepared in accordance with the sign criteria attached as an exhibit to this Lease and submitted to Landlord for Landlord's prior written approval within thirty (30) days from the date hereof Tenant shall be responsible for the costs and installation, including design and permitting costs, of of all Tenant's signage, which is limited to advertising Tenant's trade name Tenant shall exclusively pay for the design and lettering advertising Tenant's trade name Except as approved by Landlord in writing, no sign, placard or advertisement, or exterior or interior window sign, placard or advertisement shall be painted, erected or displayed at the Leased Premises and no awnings shall be erected

Landlord, at its sole discretion may offer Tenant a panel on the Center pylon or monument sign, as applicable, provided that Landlord has approved Tenant's sign plan by providing written notice and provided further that Tenant is not in default of any term, covenant or condition in this Lease Provided Landlord has offered Tenant a panel on a new Center Pylon or new monument sign, and Tenant has agreed to advertise its business on the applicable sign, Tenant shall pay (i) a proportionate share of the costs of construction of the pylon sign structure within ten (10) days from Tenant's receipt of written notice from Landlord of such costs (the "**Sign Structure Construction Payment**") and (ii) all of the costs to construct Tenant's sign panel For purposes of this Article XXIV, the term "**proportionate share**" shall be defined as a fraction, the numerator of which shall be the square footage of Tenant's sign panel to be located upon the pylon or monument sign and the denominator of which shall be the total square footage of sign panels which are located upon the pylon or monument sign, as applicable, whether occupied or not

Tenant's right to maintain its sign on Landlord's pylon or monument sign shall be subject to the following conditions (i) Tenant's sign has been installed in accordance with the provisions of Article XXIV, (ii) Tenant pays, within ten (10) days of receipt of any invoice therefor, (a) its pro rata portion of the costs of repairing, and maintaining the pylon or monument sign structure, as applicable, and (b) Tenant shall be responsible for payment to Landlord for repair and replacement of lamps, ballasts and/or electrical wiring (either of such costs [(a) or (b)] shall be referred to herein as "**Sign Expenses**"), (ii) Tenant repairs or replaces any damage to its sign face or "can" within thirty (30) days of receipt of written notice from Landlord stating that such sign is in need of repair or replacement

In the event Tenant should fail to timely pay its pro rata share of Sign Expenses, or Tenant fails to repair or replace its sign face or "can," as applicable, Landlord shall have the right, at its option, to declare such failure as an Event of Default and/or to repair or replace or remove Tenant's sign from the pylon sign Tenant agrees to pay,

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upon demand, all reasonable and actual costs and expenses incurred by Landlord in the repair, replacement or removal of Tenant's sign In the event Landlord should elect to remove Tenant's sign (whether in lieu of repairing or replacing or because of Tenant's failure to pay for such repair or replacement), then in addition to Tenant being obligated to reimburse Landlord for all costs and expenses in connection therewith, Tenant's right to have a pylon sign or monument sign shall, upon such removal, become null and void

At the termination or expiration of the Lease Term, Tenant shall remove the face of such sign and the "can" portion of the sign shall become the property of Landlord In the event Tenant fails to remove the sign face within one (1) week after termination or expiration of the Lease Term, Landlord shall have the right to remove such sign and Tenant shall reimburse Landlord for all reasonable and actual costs and expenses of such removal which shall be in addition to any other sum which may be due and owing to Landlord at such time

In the event Tenant's sign panels are displaced by forces of nature or otherwise by forces out of Landlord's control, Tenant shall promptly, at Tenant's sole cost and expense, replace such displaced signs

ARTICLE XXV

ENVIRONMENTAL

Section 25 01 Tenant shall not use in any way, or permit or suffer the use of, the Leased Premises or any part thereof to either, directly or indirectly, prepare, produce, generate, manufacture, refine treat, transport store, maintain, handle, dispose of, transfer, or process any Hazardous Substance (as defined herein) unless it has received the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion The phrase "**Hazardous Substance**" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable substance, explosive substance, radioactive material, urea formaldehyde foam insulation, asbestos, petroleum, PCBs, petroleum and its by products, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county, or municipal statutes, or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U S C §§ 9601 et seq), the Hazardous Materials Transportation Act (49 U S C §§ 1801 et seq), the Resource Conservation and Recovery Act (42 U S C §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U S C §§ 1251 et seq), the Clean Air Act (42 U S C §§ 7401 et seq), the Toxic Substances Control Act, as amended (15 U S C §§ 2601 et seq.), the Occupational Safety and Health Act (29 U S C §§ 651 et seq), and the laws of the State of Texas as these laws have been amended or supplemented

Any substance which Landlord permits Tenant to treat, store, transfer, or dispose of must be done in strict compliance with any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U S C §§ 9601 et seq), the Hazardous Materials Transportation Act (49 U S C §§ 1801 et seq), the Resource Conservation and Recovery Act (42 U S C §§ 6901 et seq), the Federal Water Pollution Control Act (33 U S C §§ 1251 et seq), the Clean Air Act (42 U S C §§ 7401 et seq), the Toxic Substances Control Act, as amended (15 U.S C. §§ 2601 et seq), and the Occupational Safety and Health Act (29 U S.C §§ 651 et seq), and the laws of the State of Texas as these laws have been amended or supplemented

If Tenant causes or permits the presence of any Hazardous Substance in the Leased Premises or the Center which results in contamination of the Leased Premises or the Center, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises or the Center as the case may be, to the conditioning existing prior to the presence of any such Hazardous Substance Tenant shall obtain Landlord's prior written approval for any such remedial action

ARTICLE XXVI

TERMINOLOGY AND MISCELLANEOUS

Section 26 01 With respect to terminology in this Lease, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Lease, but such other provisions shall continue in full force and effect

The titles of the Articles in this Lease shall have no effect and shall neither limit nor amplify any provisions of this Lease itself This Lease shall be binding upon and shall accrue to the benefit of Landlord, its successors and assigns

Section 26 02 In all instances where Tenant is required hereunder to pay any sum or do any act at a particular indicated time or within any indicated period, it is understood that time is of the essence

Section 26 03 The obligation of Tenant to pay all Rent (including Minimum Rent and Additional Rent) and other sums hereunder provided to be paid by Tenant and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder Tenant waives and relinquishes all rights which Tenant might have to claim any nature of

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lien against or withhold, or deduct from or offset against any Rent and other sums provided hereunder to be paid to Landlord by Tenant

Section 26 04 Under no circumstances whatsoever shall Tenant or Landlord ever be liable hereunder for consequential damages or special damages The term "Landlord" shall mean only the owner, for the time being of the Center, and in the event of the transfer by such owner of its interest in the Center, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership

Section 26.05 All monetary obligations of Landlord and Tenant (including, without limitation, any monetary obligation of Landlord or Tenant for damages for any breach of the respective covenants, duties or obligations of Landlord or Tenant hereunder) are performable exclusively in Galveston County, Texas

Section 26 06 Intentionally Left Blank

Section 26.07 So long as Tenant has not been wrongfully or constructively evicted from the Leased Premises, the doctrine of independent covenants will apply in all matters relating to this Lease including, without limitation, all obligations of Landlord and Tenant to perform their respective obligations under this Lease The preceding sentence shall apply notwithstanding that Landlord may have defaulted in fulfilling a covenant to maintain or repair the Leased Premises even if such default results in the unsuitability of the Leased Premises for Tenant's intended commercial use

Section 26 08 Tenant has inspected the Leased Premises and accepts them in their existing condition, on an "As-Is," "Where-Is" basis, subject to performance by Landlord of its obligations under the Construction Rider, if any, attached hereto. Tenant hereby waives and relinquishes any right to assert, as either a claim or a defense, that Landlord is bound to perform or is liable for the non-performance of any implied covenant or implied duty of Landlord Tenant acknowledges that Landlord has made no representations or warranties, express or implied, whatsoever with respect to the condition of the Center, the Common Area, the Leased Premises or the fitness of the Leased Premises for any particular use or purpose and Tenant waives any and all such warranties, express or implied, including any warranty of suitability Tenant agrees to perform all of its Lease obligations (including without limitation, the obligation to pay Rent), notwithstanding an alleged breach by Landlord of any such implied warranty to the extent such warranty is not waived herein Tenant agrees that Landlord shall incur no liability to Tenant by reason of any defect in the Leased Premises, whether apparent or latent

Section 26 09 Tenant's most recent financial statements may be found in its CAFR Report which is on its website at www co galveston tx us

Section 26 10 If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid an be enforced to the fullest extent permitted by law

Section 26 11 This Lease shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in Galveston County

Section 26 12 If Tenant is a corporation, Tenant represents and warrants that this Lease and the undersigned's execution of this Lease has been duly authorized and approved by the corporation's board of directors The undersigned officers and representatives of the corporation executing this Lease on behalf of the corporation represent and warrant that they are officers of the corporation with authority to execute this Lease on behalf of the corporation

Section 26 13 Any liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord, direct or indirect, under this Lease and Landlord and any of the persons comprising Landlord shall not be personally liable for any deficiency. The foregoing shall not be deemed to limit or deny any remedies which Tenant may have in the event of a default by Landlord hereunder which do not involve personal liability of Landlord and shall not be construed to limit or diminish the obligations or liabilities of any insurer

Section 26 14 Intentionally Left Blank

Section 26 15 Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Leased Premises during the last ninety (90) days of the Lease Term, it being understood that such signs shall in no way affect Tenant's obligations or any other provision of this Lease

Section 26 16 If a dispute arises out of or relates to this Lease, or the breach thereof, and if the dispute cannot be settled through negotiation, Landlord and Tenant, agree to submit said dispute to mediation held in Galveston County, Texas with each party equally sharing the costs thereof

Section 26 17 All negotiations, considerations, representations and understandings between the Landlord and the Tenant are incorporated herein and no act or omission of any employee or agent of the Landlord shall alter, change, or modify any of the provisions hereof The Tenant specifically confirms and acknowledges that. (i) before entering into this Lease, the Tenant made its own observations, studies, determinations and projections with respect to the Tenant's business in the Leased Premises and all other factors relevant to the Tenant's decision to enter into this Lease, including, without limitation, competition, market size, sales volume,

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profitability and general, so-called "demographics' -- both present and prospective, and (ii) neither the Tenant nor any representative of the Tenant has relied upon any representation by (or any "conversation" with) the Landlord or any representative of the Landlord with respect to any of said factors

ARTICLE XXVII

TENANT'S BANKRUPTCY

Section 27 01 If Tenant is involved in a voluntary or involuntary bankruptcy, reorganization, or other similar type proceeding under Federal Bankruptcy laws, as now enacted or hereafter amended, then "adequate protection" of Landlord's interest in the Leased Premises pursuant to the provisions of Sections 361 and 363 (or successor sections) of the Bankruptcy Code, 11 U S C Paragraph 101 et seq. (as amended from time to time and referred to herein as the "**Bankruptcy Code**") shall be defined herein Tenant agrees that prior to assumption and/or assignment of the Lease by Tenant "adequate protection" shall include, but not be limited to all (or any part) of the following

(a) Continued payment by Tenant of all Minimum Rent and all other sums due and owing under this Lease, the performance of all other covenants and obligations under this Lease by Tenant.

(b) Hiring of security guards to protect the Leased Premises if Tenant abandons and/or ceases operations, such obligation of Tenant shall only be effective so long as Tenant remains in possession and control of the Leased Premises to the exclusion of Landlord, and

(c) Providing an additional security deposit in the amount of three (3) times the then-current monthly Minimum Rent payable hereunder

Section 27 02 Landlord and Tenant agree that if Tenant ever becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition or other similar type proceeding under the Federal Bankruptcy Laws, as now enacted or hereafter amended, then "adequate assurance of future performance" by Tenant and/or any assignee of Tenant pursuant to Bankruptcy Code Section 365 (or its successor section) will include, but shall not be limited to, payment of an additional, new security deposit in the amount of three (3) times the then-current monthly Minimum Rent payable hereunder

Section 27.03 If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, then it shall be deemed that the assignee, without having to perform any further act or deed, has assumed all obligations of Tenant arising under this Lease on and after the effective date of said assignment Any and all options to extend the Primary Term of this Lease shall be void and of no force immediately upon the effective date of an assignment pursuant to the Bankruptcy Code Any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption of liability

Section 27 04 This is a lease of real property in a "Center" within the meaning of Section 365(b)(3) of the Bankruptcy Code

Section 27.05 Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as "Rent," shall constitute "Rent" for the purposes of Section 502(b)(7) of the Bankruptcy Code

Section 27 06 If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, then any and all sums or other consideration payable in connection with said assignment shall be paid to Landlord and shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code Any and all sums or other consideration constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust by Tenant for the benefit of Landlord and shall be promptly paid to or turned over to Landlord

Section 27.07 If Tenant assumes this Lease and proposes to assign it pursuant to the Bankruptcy Code, to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to the Tenant, then notice of such proposed offer/assignment, setting forth (i) the name and address of such person or entity, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Landlord to assure such person's or entity's future performance under this Lease, including, without limitation, the assurance referred to in Section 365(b)(3) of the Bankruptcy Code, shall be given to Landlord by Tenant no later than twenty (20) days after receipt by Tenant, but in any event no later than ten (10) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assumption and assignment, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease subject to the terms and conditions agreed upon by Landlord and for consideration that is no less than the consideration Landlord agreed to received as Rent pursuant to this Lease less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease Notwithstanding anything to the contrary contained herein and in the Bankruptcy Code, Landlord and Tenant mutually agree that any option to extend the Lease Term, if any, shall be deemed void and of no force and effect the day before Tenant filed for bankruptcy The option to extend the Lease Term shall only be granted in Landlord's sole discretion as a counteroffer to the proposed offer/assignment

Landlord Initials Tenant Initials

ARTICLE XXVIII

ENTIRE AGREEMENT

Section 28.01 This instrument (including all riders, exhibits and guaranties, if any) constitutes the entire agreement between Landlord and Tenant and no prior written or prior or contemporaneous oral promise or representations, brochure, or rendering shall be binding on the parties hereto or deemed a part of this Lease, unless specifically incorporated herein This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto

[*SIGNATURE PAGES TO FOLLOW*]

Landlord Initials Tenant Initials

EXECUTED in multiple counterparts, all of which shall constitute one document, but each of which shall have the force, and effect of an original, on the day and year first written above

ATTEST

Witness

LANDLORD:

BAY PARK VENTURE I, LTD .
a Texas limited partnership

By: Bay Park Partners, LLC
its general partner

By
Name Charles W. Shears
Title Manager
Date 8/30/11

TENANT:

GALVESTON COUNTY

ATTEST:

Dwight D. Sullivan
County Clerk

By

Name Mark Henry
Title County Judge
Date 8/23/11

Landlord Initials Tenant Initials

EXHIBIT "A"
SITE PLAN

This site plan does not constitute a representation or warranty as to the accuracy and/or location of the details therein This site plan is presented solely for the purpose of identifying the approximate location and size of the Center and any utilities servicing the Center Building sizes, site dimensions access and parking areas and number of spaces, positioning of the Center on the subject property location and number of driveways, existing tenant locations and identities, location of Tenant in the Center utilities, roads, walls and other facilities drawn hereon may not be accurate and are subject to change or modification at the Landlord' discretion, without notice, and the Landlord may construct, lease, operate and maintain buildings, structures and other facilities not shown hereon The designation of any present or proposed occupant of any space shown hereon is for information only and shall not constitute any agreement or covenant on the part of Landlord as to future use or occupancy of any such space

Landlord Initials Tenant Initials

EXHIBIT "A-1"
LEGAL DESCRIPTION

A 2 4161 acre (105,246 square feet) tract of land, being out of the W K Wilson League, Abstract 208, and being a part of a called 80 7718 acre tract of land as described in a deed dated April 27, 1999 from Elektra Enterprises, Inc to Mark A. Padon, Trustee, as recorded in Galveston County Clerk's File No (G C C F.#) 9921527) and Film Code No (FC#) 013-54-0931 of the Galveston County Deed Records (GCDR), also being known as Block 1, Reserve "A" of the Elektra Outlots at FM 1764 subdivision plat as recorded in Volume 18, Page 1365 of the Map Records of Galveston County and being more particularly described by metes and bounds terminology, all bearings and co-ordinates based on the Texas State Plane Co-ordinate System (NAD 1983), South Central Zone as follows

COMMENCING at a 3/8 inch iron rod found, for the south corner of a called 35,000 square foot tract of land as described in a deed dated December 31, 1994 from Maco Stewart to Sun Development, Inc , as recorded in G C C F.# 9503875 and FC# 010-22-0144 GCDR and being a corner of the residue of said Padon tract, also being the most easterly corner of Block 2, Reserve "B" of said Elektra Outlots at FM 1764, also being on the northwesterly right-of-way line of F M 1764 (200 feet wide) and occupying Texas State Plane Co-ordinate position Y=13,715,178.52 and X=3,230,969 86;

THENCE, S 46° 06' 25" W, along and coincident with said northwesterly right-of-way line, passing at a distance of 140 82 feet, a 5/8 inch iron rod, found, for a corner of said Padon tract and a corner of a called 24 57 acre tract of land as described in a deed dated October 5, 2001 from Elektra Enterprises, Inc to Wal-Mart Stores East, Inc as recorded in G C C F # 2001053043 and FC# 016-13-2651 GCDR, and the most southerly corner of said Reserve "B," in all a total distance of 200.82 feet to a 5/8 inch iron rod, found, for a corner of said Wal-Mart tract and being the POINT OF BEGINNING and most easterly corner of the herein described tract and occupying Texas State Plane Co-ordinate position Y=13,715,039 38 and X=3,230,825.06,

THENCE, S 46° 19' 22" W, continuing along and coincident with said northwesterly right-of-way line, a distance of 385 71 feet to a 5/8 inch iron rod with cap, found, as called, for the most southerly corner of the herein described tract;

THENCE, N 43° 42' 57" W, departing said northwesterly right-of-way line, a distance of 249 97 feet to a ¾ inch iron pipe, found, as called, for the west corner of the herein described tract and being in a southeasterly line of said Wal-Mart tract,

THENCE, N 46° 18' 46" E, along and coincident with said southeasterly line, a distance of 77 49 feet to a ¾ inch iron pipe, found, as called, for an angle point of the herein described tract and a corner of said Wal-Mart tract,

THENCE, N 35° 47" 22" E, continuing along and coincident with said southeasterly line, a distance of 313 43 feet to a ¾ inch iron pipe, found, as called, for the north corner of the herein described tract and a point in said southeasterly line,

THENCE, S 43° 43' 19" E, a distance of 307 28 feet to the POINT OF BEGINNING, delineating and encompassing within the metes recited 2 4161 acres (105,246 square feet) of land, more or less, based on the Plat of Record of Elektra Outlots at FM 1764 by Thompson Surveying Company, Houston, Texas in Austin, 2002 and filed for record in Volume 18, Page 1365 of the Map Records of Galveston County

Landlord Initials Tenant Initials

EXHIBIT "B"
SIGN CRITERIA

The parties have heretofore mutually agreed upon Tenant's sign Only should Tenant desire to modify its existing signage will these criteria apply

These criteria have been established for the purpose of assuring an attractive Center and for the mutual benefit of the Parties Conformance herewith will be strictly enforced and any nonconforming or unapproved signs that are installed must be brought into conformance at the expense of the Tenant or be promptly removed thereby

A GENERAL REQUIREMENTS

1 Tenant shall submit or cause to be submitted to the Landlord for approval before fabrication at least two (2) copies of detailed drawings covering the location, size, layout, design and color of the proposed sign, including all lettering and/or graphics.

2 All permits for signs and their installation shall be obtained by the Tenant

3 Tenant shall be responsible for the fulfillment of all requirements and specifications and expenses

4 No sign may be erected without first securing the written approval of Landlord

B GENERAL SPECIFICATIONS

1 Painted lettering will not be permitted

2 No sign nor any element thereof shall be flashing, blinking, moving, animated or audible

3 Individual tenant pylon or pole signs will not be permitted The locations and configurations of all such Tenant signs on the Center's pylon shall not be permitted, unless approved by Landlord

4 All electrical signs shall bear the UL label and their installation must comply with all local building and electrical codes

5 No exposed conduit, tubing, lamps, ballast boxes or raceways will be permitted Landlord's prior approval, which approval may be withheld in Landlord's sole discretion

6 No exposed neon lighting shall be used on signs, symbols or decorative elements without Landlord's prior approval, which approval may be withheld in Landlord's sole discretion.

7 All cabinets, conductors, transformers and other equipment shall be concealed

8 Electrical service to all signs shall be on Tenant's own meters and not be part of Common Area construction or operation costs

C CONSTRUCTION REQUIREMENTS

1 All exterior signs, bolts, fastenings and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze, and no black iron materials of any type will be permitted

2 All exterior letters or signs exposed to the weather shall be mounted with at least 3/4" clearance from the building so as to permit proper dirt and water drainage

3 Location of all openings for conduit and sleeves in building walls shall be indicated on detailed drawings submitted to the Landlord by Tenant pursuant to Subparagraph A-1 hereof Tenant shall install signs in accordance with the approved drawings

4 No signmakers, labels or other identification will be permitted on the exposed surface of signs, except those required by local ordinance which shall be applied in an inconspicuous location

5 All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition

6 Tenant shall repair any damage to any work caused by work in installing the signs

7 Tenant shall be fully responsible for the operations of any persons constructing, installing, or repairing Tenant's signs

D DESIGN REQUIREMENTS

1 All Tenant storefront entrance and store identification designs shall be subject to the approval of the Landlord

2 All signs are to be located on the Center's sign band Signs shall be individual channel letters, internally illuminated, mounted to a reinforced metal wiring raceway with a "cut-off" switch

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3 The overall length of a sign shall not exceed 80% of the lease frontage, (i e , a 20' frontage lease can have a maximum sign length of 16'0")

4 Tenant must use a clean, readable letter style Vertical letter height may vary between a minimum of 12" high and a maximum of 36" The wiring raceway shall contain all secondary wiring only with transformers remotely mounted The wiring raceway will be painted to match the building sign band color

5 Tenant signs will state the Tenant's Trade Name or logo only No advertising message will be allowed The sign will be centered over the Leased Premises, with each tenant having only one sign

6 Tenant signs may normally have one line of copy Two lines will be allowed if Tenant's Trade Name cannot fit within the specified width and vertical height In no case, may the sign extend above the roof line of the building

7 No signs perpendicular to the face of the building or storefront will be permitted

8 No signs of any sort shall be permitted on canopy roofs or building roofs

9 No sign, nor any portion thereof, may project above the parapet or top of wall upon which it is mounted

10 No sign shall exceed a maximum brightness of one hundred (100) foot lamberts

E CONSTRUCTION SPECIFICATIONS

1 Fabricated metal letter backs and returns are to be constructed of 040 gauge aluminum with returns riveted to the back of the letter with no rivets visible The raceway is to be of similar construction with interior angle iron bracing

2 "Channel Lume" type letter utilizing "Armor Ply" plywood as letter backs are PROHIBITED for use on Center's façade

3 All exterior metal surfaces are to be finished with acrylic enamel over aluminum (Wrisco) The interior of all letters are to be painted white

4 Letters shall have two rows of 13mm neon, except where it is 3-1/2" or less in stroke width Neon shall be clear red with 30 m a transformers

5 All letters shall have a plexiglas face 3/16", retained with a 1" "Jewel Lite" or equal, acrylic over metal trim molding

6 All fasteners, screws, bolts and spacers used in fabrication of signs shall be nonferrous and/or noncorrosive

LETTER HEIGHT	12" – 36"
PLEXIGLAS COLOR	RED 2283 ROHM & HAAS
NEON COLOR	13mm CLEAR RED
LETTER RETURN COLOR	313-E Dark Bronze
TRIM CAP COLOR	Dark Bronze "Jewel Lite"
RACEWAY COLOR	SAME AS SIGN BAND

F PROHIBITED SIGNAGE

- Flashing, neon, oscillating or moving signs are prohibited
- Box type signs are prohibited
- Trailer, marquee type signs are prohibited
- Flags, banners and other such marketing materials are prohibited

Any such signs installed on the premises of this Center will be removed at Tenant's expense

Landlord reserves right to limit or prohibit the use of logos

Landlord reserves the right to accept alternate signage requests

Landlord Initials Tenant Initials

EXHIBIT "B-1"
SIGN DIMENSIONS

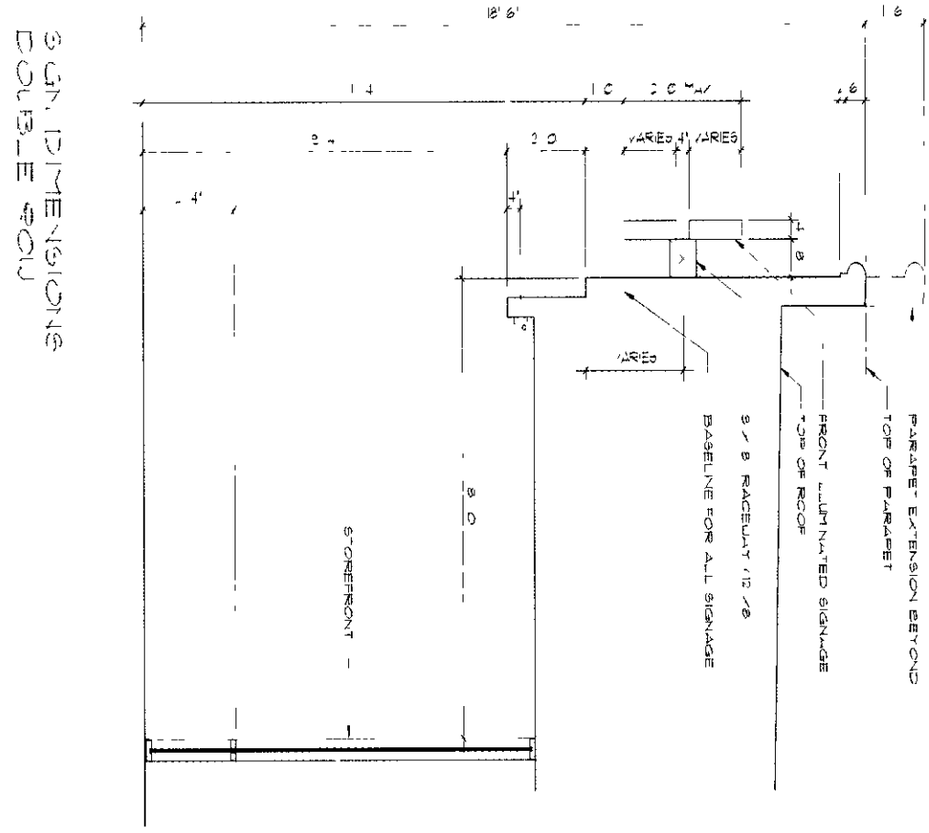

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EXHIBIT "C"
RESPONSIBILITY SCHEDULE

Intentionally Deleted

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EXHIBIT "C-1"
LIST OF ALL SUBCONTRACTORS, LABORERS, AND MATERIAL SUPPLIERS

Intentionally Deleted

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EXHIBIT "C-2"
CONSTRUCTION: ALLOWANCE TO TENANT FOR FINISH OUT

Intentionally Deleted

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EXHIBIT "D"
GUARANTY

Intentionally Deleted

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EXHIBIT "E"

Tenant's Insurance

Tenant, as a Governmental Entity of the State of Texas is self-insured for all Worker's Compensation and Third Party Liability Purposes The limits of liability to which Tenant may be subjected are as set forth in what is commonly known as the Texas Tort Claims Act.

Insurance Requirements set forth below are intentionally deleted.

Exhibit "E-1"FORM OF CERTIFICATE OF INSURANCE

Intentionally Deleted.

FORM OF CERTIFICATE OF INSURANCE

Insurance Requirements Set Forth Below are Intentionally Deleted

Landlord Initials Tenant Initials

AGENDA ITEM #21

BOLIVAR PENINSULA CHAMBER OF COMMERCE
1750 HWY 87 / P.O. BOX 1170
CRYSTAL BEACH, TX 77650
409-684-5940 * 800-386-7863 * FAX 409-684-3123
www.bolivarchamber.org * info@bolivarchamber.org

August 17, 2011

Hon. Mark Henry, County Judge
Hon. County Commissioners
Galveston County Courthouse
Galveston, Texas 77550

Re: Renaming of the Crystal Beach County Annex in Honor of Commissioner Pct.1, Eddie Barr

Gentlemen:

This letter is to request that pursuant to your existing policy regarding the naming of county owned facilities that you rename the Crystal Beach County Annex located at 946 Noble Carl Road, Crystal Beach, TX 77650 as the Eddie Barr, Commissioner, Precinct 1 Building

Eddie Barr was the Commissioner of Precinct 1 from January 1987 through December 31, 2004. During his tenure as commissioner, he spent an inordinate amount of time addressing the needs of his constituents on Bolivar Peninsula.

Although many other individuals have given their time and effort toward the development of Bolivar Peninsula, it was primarily through Commissioner Barr's unbridled support and stewardship over his many years in office that the Peninsula flourished and grew. His constant support for our community is worthy of public admiration and recognition This tribute may be accomplished by the naming of the facility in his honor.

Thank you in advance for your consideration of our request.

Respectfully submitted:

Anne Willis
President Bolivar Peninsula
Chamber of Commerce

AGENDA ITEM #22

JOINT RESOLUTION

WHEREAS, the City of Bayou Vista by City Ordinance No. 94-03and Galveston County by Commissioners Court order dated July 22, 2002, have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the City and County find the vulnerability to many potential hazards is shared by residents of Bayou Vista and the unincorporated portions of Galveston County; and

WHEREAS, the City and County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned Ordinance and Court Order.

NOW, THEREFORE, BE IT RESOLVED that there is hereby established the Galveston County emergency management organization which shall consist of the officers and employees of the City and of the County as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify, and

BE IT FURTHER RESOLVED that the Mayor of Bayou Vista shall appoint an Emergency Management Coordinator to coordinate all aspects of the Galveston County program of comprehensive emergency management that relate to the City, including the preparation and maintenance of an interjurisdictional emergency management plan for Bayou Vista and Galveston County in accordance with this resolution.

BE IT FURTHER RESOLVED that this joint resolution will be revised and resubmitted every two years to be in compliance with the election of new mayors.

RESOLVED this the 26th day of July, 2011.

Bobby Rosenquist, Mayor
City of Bayou Vista

Mark Henry, County Judge
County of Galveston

ATTEST:

City Secretary

County Clerk

JOINT RESOLUTION

WHEREAS, the City of Kemah by City Ordinance No. 2-83 and Galveston County by Commissioners Court order dated 7-22-2002, have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the City and County find the vulnerability to many potential hazards is shared by residents of Kemah and the unincorporated portions of Galveston County; and

WHEREAS, the City and County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned Ordinance and Court Order.

NOW, THEREFORE, BE IT RESOLVED that there is hereby established the Galveston County emergency management organization which shall consist of the officers and employees of the City and of the County as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify, and

BE IT FURTHER RESOLVED that the Mayor of Kemah shall appoint an Emergency Management Coordinator to coordinate all aspects of the Galveston County program of comprehensive emergency management that relate to the City, including the preparation and maintenance of an interjurisdictional emergency management plan for Kemah and Galveston County in accordance with this resolution.

BE IT FURTHER RESOLVED that this joint resolution will be revised and resubmitted every two years to be in compliance with the election of new mayors.

RESOLVED this the 4 day of August, 2011.

Robert M. Cummins, Mayor
City of Kemah

Mark Henry, County Judge
Galveston County

ATTEST:

City Secretary

County Clerk

JOINT RESOLUTION NUMBER 1164

WHEREAS, the City of La Marque by City Ordinance No. 660 and Galveston County by Commissioners Court order dated March 20, 1997, have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the City and County find the vulnerability to many potential hazards is shared by residents of La Marque and the unincorporated portions of Galveston County; and

WHEREAS, the City and County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned Ordinance and Court Order.

NOW, THEREFORE, BE IT RESOLVED that there is hereby established the Galveston County emergency management organization which shall consist of the officers and employees of the City and of the County as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify, and

BE IT FURTHER RESOLVED that the Mayor of La Marque shall appoint an Emergency Management Coordinator to coordinate all aspects of the Galveston County program of comprehensive emergency management that relate to the City, including the preparation and maintenance of an interjurisdictional emergency management plan for La Marque and Galveston County in accordance with this resolution.

BE IT FURTHER RESOLVED that this joint resolution will be revised and resubmitted every two years to be in compliance with the election of new mayors.

RESOLVED this the 25th day of July, 2011.

Bobby Hocking

Bobby Hocking, Mayor
City of La Marque

Mark Henry

Mark Henry, County Judge
County of Galveston

ATTEST:

Martha Hall, Interim

City Secretary

Dwight D. Sullivan

County Clerk

JOINT RESOLUTION

WHEREAS, the Village of Tiki Island by Village Ordinance No. 1-94-2 and Galveston County by Commissioners Court order dated March 20, 2007, have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the Village and County find the vulnerability to many potential hazards is shared by residents of Tiki Island and the unincorporated portions of Galveston County; and

WHEREAS, the Village and County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the Village and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned Ordinance and Court Order.

NOW, THEREFORE, BE IT RESOLVED that there is hereby established the Galveston County emergency management organization which shall consist of the officers and employees of the Village and of the County as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify, and

BE IT FURTHER RESOLVED that the Mayor of Tiki Island shall appoint an Emergency Management Coordinator to coordinate all aspects of the Galveston County program of comprehensive emergency management that relate to the Village, including the preparation and maintenance of an interjurisdictional emergency management plan for Tiki Island and Galveston County in accordance with this resolution.

BE IT FURTHER RESOLVED that this joint resolution will be revised and resubmitted every two years to be in compliance with the election of new mayors.

RESOLVED this the 26th day of July, 2011.

Ted Kennedy, Mayor
Village of Tiki Island

Mark Henry, County Judge
County of Galveston

ATTEST:

Village Secretary

County Clerk

AGENDA ITEM #23a

NO

BACK – UP

PROVIDED

AGENDA ITEM #23b

NO

BACK – UP

PROVIDED