GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
MARCH 29, 2011 – 12:30 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.

1. Call to Order Regularly Scheduled Meeting

2. Break into Executive Session

The Commissioners Court will enter into executive session as permitted under provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapter 551.072 Deliberation Regarding Real Property – Sale of additional 24' strip of land to Lowes out of excess property retained by Galveston County on land adjacent to the Justice Administration Complex.

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

3. Reconvene Regularly Scheduled Meeting

Pledge of Allegiance and Invocation

*4. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 3/29/11;

b. Order for supplemental payroll period ending 3/16/11 Bi-Weekly #6;

c. Condensed Condition of Funds Statement for period ending December 2010.

*5. Receive and file *Certificate of Course Completion of the Open Meetings Act* submitted by Commissioner O'Brien.

*6. Receive and file *Galveston County Juvenile Justice Department's 2010 Annual Report.*

*7. Receive and file *Notice, Agenda, and Minutes for January 26, 2011 of Gulf Coast Center Board of Trustees.*

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

*9. Receive and file notice of *County Claim for Recovery of Property Damages*:

a. Date of auto collision: January 18, 2011 with damages of $1,763.05.

*10. Receive and file Receive and File *4th Qtr 2010 and 1st Qtr 2011 Investment Reports* as submitted by the County Investment Officers.

*11. Receive and file *Letter Requesting Approval of Depositing Gratuity Funds* with the County Treasurer as submitted by Constable Fullen, Precinct 4.

*12. Receive and file *Final Report for Ostermayer Bayou Wetland Conservation Project TCEQ #582-10-90505* submitted by Parks & Senior Services Director.

*13. Consideration of a *Resolution of Galveston County Commissioners Court to become a member of Texas Indigent Health Care Association* submitted by the Community Service Director

*14. Consideration of a *Resolution honoring the retirement of Sergeant John W. Putnam, Jr.* of the Sheriff's Office submitted by County Legal.

*15. Consideration and Consent of Tax Refunds in excess of $2,500 as submitted by Assessor and Collector of Taxes:

2655-0097-0001-000	Bay Area Christian Services	$8,519.64
3875-0002-0012-000	2009 SWE, LLC	$6,889.21
4350-0001-0006-000	Bernice Haught Arvin Revoc.	$2,528.82
4928-0000-0009-002	Yellow Sapphire Hosp., Inc.	$14,453.03
5285-0000-0101-000	Kleinhans, Charles & Melanie	$3,399.52
5568-0001-2100-000	Anderson, Patricia	$4,414.36
5580-0000-0006-000	Bacon, Ruth	$2,750.39
6039-0001-0020-000	Thomas, Matishe	$4,107.51
7017-0000-0010-000	Vervitas, Dimos	$2,767.03

*16. Consideration of request for waiver or refund of tax penalty and interest due to clerical error as submitted by Assessor and Collector of Taxes:

3415-0002-0010-000	Mary Zimmermann	$147.00

*17. Consideration of request for waiver or refund of tax penalty, interest and attorney fees due to clerical error as submitted by Assessor and Collector of Taxes:

4132-003-0036-000	2009	$1,200.56

*18. Application, Appointment & Oath of Office for Reserve Deputies David Streeter and Treka Mitchell, submitted by Constable Rose Precinct 3.

19. Consideration of change order no. 3 to the Lucas Construction Co., Inc contract for Jack Brooks Park Paving & Drainage Improvements project submitted by the County

Engineer.

20. Consideration of change order no. 1 to the Tom-Mac, Inc. contract for the West Gum Bayou Clearing & Grubbing project submitted by the County Engineer.

21. Consideration of an on-call Engineering Services Agreement with Dannenbaum Engineering Corporation for the SH 87 Project submitted by the County Engineer.

22. Consideration of authorizing the Community Services Director to be the Signature Authority for Galveston County for the purpose of submitting re-imbursement requests for Title IV-E funds with the Texas Department of Family and Protective Services as submitted by Community Service Director.

23. Consideration of approving the Revised 2010 Tobacco Settlement Report and authorizing the County Judge to sign the final submission documents as submitted by Community Service Director.

24. Consider recommending awarding a contract on the following bid Submitted by the Purchasing Agent:
    Bid #B112009 Road Signs and Materials

25. Approve contractual change associated with the following bid:
    Bid #B092010 Crushed Limestone Material

26. Consider recommending awarding contracts on the following RFP's Submitted by the Purchasing Agent:
    RFP #: B111029 Paving – Mid County Annex
    RFP #: B111030 Waterproofing and Damproofing – Mid County Annex
    RFP #: B111032 Fencing – Mid County Annex
    RFP #: B111033 Security Access – Mid County Annex

27. Consideration of appointing Garret Nenninger and Jackie Peden to the Child Services Board submitted by Community Service Director.

28. Consideration of Budget Amendments as submitted by the budget officer as follows:

Fiscal Year	Amendment #	Description
2011	11-061-0329-A	Human Resources/212th District Court – **Budget request to fund employee transfer between departments.**
2011	11-062-0329-B	Treasurer's Office – **Request for hiring exception.**
2011	11-063-0329-C	District Clerk – **Request for hiring exception.**

2011	11-064-0329-D	Sheriff's Office/CID and D.A. – **Request for additional OT and Petty Cash funding.**

29. Consideration of Execution of a City of Galveston Specific Use Permit and a General Land Use Plan on the proposed tract of land being sold to Lowe's submitted by County Legal.

30. Consideration of Amending 1992 Seawall Right of Way License Agreement with Benjamin L. Davis to permit mobile concession vendors submitted by County Legal.

31. Consideration of Execution of an Agreement with KONE, Inc. to service the elevators at the Galveston County Courthouse, the Walter Hall Pavilion and the Galveston Emergency Management Building submitted by County Legal on behalf of the Director of Facilities.

32. Consideration of Hurricane Ike issues submitted by the Emergency Management Coordinator:

    a) Consideration of authorizing Contracts for Sale under the Hazard Mitigation Grant Program;

    b) Consideration of authorizing revised Contracts for Sale under the Hazard Mitigation Grant Program.

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Redistricting Discussion presented by County Judge

2. Legislative update as presented by Commissioner Clark

3. CDBG Workshop as presented by Emergency Management

4. Election Fund Expenditures as presented by County Clerk

AGENDA ITEM #4

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

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

March 22, 2011

Dear Judge Henry,
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 3/29/11
Order for supplemental payroll period ending 3/16/11 Bi-Weekly #6

Submitted by Jeff Modzelewski, First Asst County Auditor – Accounting
Condensed Condition of funds statement for period ending December 2010

Submitted by Ron Chapa, First Asst County Auditor - Internal Audit

Sincerely,

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #4a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000151	**Payee Name: BAKER, STEPHEN W**		
3/14-20/11	1101121000 - 5431301	Justice Administration - Relief Associate Judge	978 50
ARI1100056	1101121000 - 5431301	Justice Administration - Relief Associate Judge	6,417 50
		Warrant Total:	**7,396.00**
Warrant #: VW 00000152	**Payee Name: BOB PAGAN FORD INC**		
223413	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	606 41
223470	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	212 00
		Warrant Total:	**818.41**
Warrant #: VW 00000153	**Payee Name: GALVESTON NEWSPAPERS INC**		
0038162 020211	1101610200 - 5310000	County Extension - Supplies and Materials	78 00
		Warrant Total:	**78.00**
Warrant #: VW 00000154	**Payee Name: KEYWORTHS HARDWARE INC**		
000149753	1101610200 - 5310000	County Extension - Supplies and Materials	52 56
000149754	1101610200 - 5310000	County Extension - Supplies and Materials	19 98
		Warrant Total:	**72.54**
Warrant #: VW 00000155	**Payee Name: LONE STAR UNIFORMS INC**		
203239	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	400 00
203539	1101127100 - 5310000	District Attorney - Supplies and Materials	144 00
		Warrant Total:	**544.00**
Warrant #: VW 00000156	**Payee Name: SCHWAB-RADCLIFFE, SUZANNE**		
ARI1100055	1101121000 - 5431301	Justice Administration - Relief Associate Judge	3,198 17
		Warrant Total:	**3,198.17**
Warrant #: VW 00341201	**Payee Name: ABL MANAGEMENT INC**		
183251	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	17,924 79
		Warrant Total:	**17,924.79**
Warrant #: VW 00341202	**Payee Name: AIRGAS - SOUTHWEST INC.**		
107978210 0228	1101522020 - 5310000	Parks Department - Supplies and Materials	28 84
		Warrant Total:	**28.84**
Warrant #: VW 00341203	**Payee Name: ALDRIDGE & ASSOCIATES**		
JAIL DKT 031811	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00341204	**Payee Name: ALERT ALARM BURG AND FIRE PROT INC**		
681417	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
		Warrant Total:	**150.00**
Warrant # VW 00341207	**Payee Name: AMBIT ENERGY LP**		
A2259610	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	107 88
		Warrant Total:	**107.88**
Warrant #: VW 00341208	**Payee Name: AMERICAN ASSOCIATION OF NOTARIES**		
2011 GARZA RNWL	1101123300 - 5310000	Justice Court Pct #3 - Supplies and Materials	85 94

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
2011 RIOS RNWL	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	85 94
		Warrant Total:	**171.88**
Warrant #: VW 00341213	**Payee Name: ARROWHEAD SCIENTIFIC INC**		
48627	1101211160 - 5310000	Training-Sheriff's Department - Supplies and Materials	169 64
48820	1101211131 - 5310000	Identification Division - Supplies and Materials	244 35
		Warrant Total:	**413 99**
Warrant #: VW 00341215	**Payee Name: BAYTEC SERVICE LLC**		
9499	1101522020 - 5310000	Parks Department - Supplies and Materials	750 00
		Warrant Total:	**750.00**
Warrant #: VW 00341216	**Payee Name: BENNETT, JAMES M**		
10CR2170 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,495 00
10CR2524 030711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	845 00
		Warrant Total:	**2,340.00**
Warrant #: VW 00341217	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
08CR3686 031611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	211 25
10CR2395 031111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**487.50**
Warrant #: VW 00341218	**Payee Name: BETA TECHNOLOGY INC**		
558188	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	644 40
		Warrant Total:	**644.40**
Warrant #: VW 00341220	**Payee Name: BILL III, ALEX**		
10CR3730 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00341225	**Payee Name: BOORSTEIN, BARRY**		
267827 031711	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	650 00
		Warrant Total:	**650.00**
Warrant #: VW 00341226	**Payee Name: BOSWORTH PAPERS INC**		
1180183	1101159100 - 5310000	Information Technology - Supplies and Materials	513 00
		Warrant Total:	**513.00**
Warrant #: VW 00341227	**Payee Name: BRIGGS, LYNETTE**		
11CR0747 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00341229	**Payee Name: BUNCH, MARGARET ANN**		
3/10-18/11	1101121000 - 5481000	Justice Administration - Contract Service	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00341231	**Payee Name: BUZBEE PROPERTIES INC**		
ARI1100051	1101123800 - 5426250	Justice Court Pct #8-2 - Rental Office Space	2,611 33
		Warrant Total:	**2,611.33**
Warrant #. VW 00341232	**Payee Name: C JOHNNY ON THE SPOT INC**		
62069 REISSUE	1101610200 - 5481000	County Extension - Contract Service	60 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**60.00**
Warrant #: VW 00341234	**Payee Name: CDW GOVERNMENT INC**		
WQQ5198	1101159100 - 5310000	Information Technology - Supplies and Materials	86 00
		Warrant Total:	**86.00**
Warrant #: VW 00341235	**Payee Name: CEDRICK L MUHAMMAD PC**		
10CR3746 030211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00341236	**Payee Name: CENTER FOR GUARDIANSHIP CERTIFICATION**		
SULLIVAN XM FEE	1101443100 - 5495100	Indigent Care & Medication - Education	175 00
		Warrant Total:	**175.00**
Warrant #: VW 00341237	**Payee Name: CENTERPOINT ENERGY**		
46936837 031611	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	582 27
47972211 031511	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	115 06
48318612 031611	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	80.10
		Warrant Total:	**777.43**
Warrant #: VW 00341238	**Payee Name: CENTERPOINT ENERGY**		
47020326	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	63 24
		Warrant Total:	**63.24**
Warrant #: VW 00341241	**Payee Name: CHICORY COURT VII LP**		
612	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00341242	**Payee Name: CITI BANK USA N A**		
065176471103	1101610200 - 5322010	County Extension - Auto Fuel Expense	30 67
		Warrant Total:	**30.67**
Warrant #: VW 00341243	**Payee Name: CITY OF GALVESTON**		
S0015276	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	15,272 84
		Warrant Total:	**15,272.84**
Warrant #: VW 00341244	**Payee Name: CITY OF GALVESTON**		
310600	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	91 59
		Warrant Total:	**91.59**
Warrant #: VW 00341245	**Payee Name: CITY OF LA MARQUE**		
160010852 032811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	17 85
160010853 032111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	17 85
		Warrant Total:	**35.70**
Warrant #: VW 00341246	**Payee Name: CLARK, DIANE**		
09CR0885 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
10CR2124 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
10CR2842 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
10CR3413 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	375 75
10CR3588 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
310697 031711	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	357 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**2,212.00**
Warrant #: VW 00341248	**Payee Name: CMOS COMMERCIAL INVESTMENTS**		
8/3/10 SHRF SL	1101000010 - 4413010	General Government - District Clerk Fees	590 48
8/3/10 SHRF SL	1101000020 - 4863015	Public Safety - Reimb Advert Costs-Sherif Sals	457 00
		Warrant Total:	**1,047.48**
Warrant #: VW 00341250	**Payee Name: COLTZER, ROBERT G**		
10CR1503 031811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,600 30
		Warrant Total:	**1,600.30**
Warrant #: VW 00341251	**Payee Name: COOK, DAVID**		
10CR3479 022311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	804 25
11CR0515 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	233 90
		Warrant Total:	**1,038.15**
Warrant #: VW 00341253	**Payee Name: CROP PRODUCTION SERVICES**		
206475	1101522020 - 5428000	Parks Department - Grounds Maintenance	2,314 00
		Warrant Total:	**2,314.00**
Warrant #: VW 00341255	**Payee Name: DAHLENBURG, MICHAEL L**		
93FD1559 030911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	325 00
		Warrant Total:	**325.00**
Warrant #: VW 00341257	**Payee Name: DARLING INTERNATIONAL INC**		
5001991975	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	35 00
		Warrant Total:	**35.00**
Warrant #: VW 00341258	**Payee Name: DARROW LAW FIRM**		
10CR2135 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	637 00
		Warrant Total:	**637.00**
Warrant #: VW 00341259	**Payee Name: DAVID'S ISLAND**		
002250	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,490 00
		Warrant Total:	**1,490.00**
Warrant #: VW 00341261	**Payee Name: DAVID'S ISLAND**		
02251	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	3,480 00
		Warrant Total:	**3,480.00**
Warrant #: VW 00341262	**Payee Name: DAVIS III, NEAL**		
09CR2315 031611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
10CR0536 031411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
10CR3839 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**715.00**
Warrant #: VW 00341263	**Payee Name: DAVISON, AMRI**		
031411 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**126.64**
Warrant #: VW 00341264	**Payee Name: DIAZ, MARK A**		
02CR0169A 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
10CR0340 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	910 00
10CR3323 120910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
		Warrant Total:	**1,820.00**

Warrant #: VW 00341266 **Payee Name: DISHER, DAVID A**

07CR0537 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	403 00
		Warrant Total:	**403.00**

Warrant #: VW 00341267 **Payee Name: DO, VU TUAN**

307726 031811	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	487 50
		Warrant Total:	**487.50**

Warrant #: VW 00341268 **Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**

8804	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	165 00
		Warrant Total:	**165.00**

Warrant #: VW 00341269 **Payee Name: DRIVER & ASSOCIATES**

307406 030911	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	406 25
		Warrant Total:	**406.25**

Warrant #: VW 00341270 **Payee Name: DSG INC**

22255	1101121000 - 5481000	Justice Administration - Contract Service	15,360 00
22256	1101121000 - 5481000	Justice Administration - Contract Service	11,520 00
		Warrant Total:	**26,880.00**

Warrant #: VW 00341271 **Payee Name: DUCOTE, JAMES**

08CR1174 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
09FD1832 031111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
10CR0124 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	666 25
		Warrant Total:	**1,023.75**

Warrant #: VW 00341272 **Payee Name: ENTERGY**

3571159 032111	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	327 29
		Warrant Total:	**327.29**

Warrant #: VW 00341273 **Payee Name: ENTERGY**

3563396	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	99 89
		Warrant Total:	**99.89**

Warrant #: VW 00341276 **Payee Name: FAULIN, DOUGLAS E**

02/11-3/11CRTRPT	1101121000 - 5431121	Justice Administration - Court Reporter Expense	2,279 52
03/16-18/11 CRT	1101121000 - 5431121	Justice Administration - Court Reporter Expense	379 92
		Warrant Total:	**2,659.44**

Warrant #: VW 00341277 **Payee Name: FAUS, SALVADOR**

02FD2358 032311	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	65 00
08FD2961 032111	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	113 75
09JV0107 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
09JV0118 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25
		Warrant Total:	**552.50**

Warrant #: VW 00341278 **Payee Name: FEDEX CORP**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
76099690602	1101610200 - 5310000	County Extension - Supplies and Materials	20 93
		Warrant Total:	**20.93**
Warrant #: VW 00341279	**Payee Name: FEROZ, MERCHANT**		
09CR3850 031011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,437 50
10CR2900 JAN 31	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	479 05
10CR3169 JAN 28	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	302 90
10CR3296 031011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	468 00
		Warrant Total:	**3,687.45**
Warrant #: VW 00341280	**Payee Name: FIRST CHOICE POWER**		
655001203143230	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	92 26
655002000504775	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	103 31
		Warrant Total:	**195.57**
Warrant #: VW 00341281	**Payee Name: FISHER, DENA LAURA**		
10CR2317 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,007 50
10CR3293 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**1,495.00**
Warrant #: VW 00341282	**Payee Name: FORT PC, M. BRUCE**		
10CR2882 031111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,410 50
		Warrant Total:	**1,410.50**
Warrant #: VW 00341283	**Payee Name: FULK, GEORGE BYRON**		
10CR2040 030711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,641 25
10CR2653 031811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	942 50
10CR3734 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,901 25
11CR0053 031811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	877 50
		Warrant Total:	**5,362.50**
Warrant #: VW 00341284	**Payee Name: FURLEIGH, FRANCIS W**		
FEB 2011 MLG	1101117500 - 5496301	Veteran's Services - Auto Mileage	97 46
		Warrant Total:	**97.46**
Warrant #: VW 00341286	**Payee Name: GALVESTON COUNTY WCID #1**		
120050039 031411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	86 13
140060019 32111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	47 34
		Warrant Total:	**133.47**
Warrant #: VW 00341287	**Payee Name: GALVESTON COUNTY WCID #8**		
0120240 031711	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	24 79
217400 031411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	27 52
217600 031711	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	314 78
		Warrant Total:	**367 09**
Warrant #: VW 00341289	**Payee Name: GAYLORD BROS INC**		
1387466 FEB 2010	1101111000 - 5310000	County Judge - Supplies and Materials	106 67
		Warrant Total:	**106.67**
Warrant #: VW 00341290	**Payee Name: GHG CORPORATION**		
18292	1101159100 - 5481000	Information Technology - Contract Service	475 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**475 00**
Warrant #: VW 00341291	**Payee Name: GILLMAN, MICHAEL DAVID**		
10CR2854 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
		Warrant Total:	**617.50**
Warrant #: VW 00341292	**Payee Name: GRADONI & ASSOCIATES**		
09CR2227 062110	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	865 40
		Warrant Total:	**865.40**
Warrant #: VW 00341294	**Payee Name: GRAKK INC**		
13704	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	845 00
		Warrant Total:	**845.00**
Warrant #: VW 00341295	**Payee Name: GRAYBAR ELECTRIC CO INC**		
952870468	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	586 30
		Warrant Total:	**586.30**
Warrant #: VW 00341296	**Payee Name: GULF COAST AEROBIC SERVICES**		
5924	1101522020 - 5737814	Parks Department - Runge Pk Septic Eval & Imprv	650 00
		Warrant Total:	**650 00**
Warrant #: VW 00341297	**Payee Name: GULF COAST CENTER**		
MARCH 2011	1101440100 - 5448050	Community Services - Contract Services-MHMR	35,500 00
		Warrant Total:	**35,500.00**
Warrant #: VW 00341298	**Payee Name: GULF COAST CENTURY**		
84010	1101123600 - 5310000	Justice Court Pct #8-1(prv #6) - Supplies and Materials	70 00
		Warrant Total:	**70.00**
Warrant #. VW 00341300	**Payee Name: GUTHEINZ LAW FIRM LLP**		
JAIL DKT 031811	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00341303	**Payee Name: HOB-LOB LTD**		
24416	1101610200 - 5310000	County Extension - Supplies and Materials	36 96
		Warrant Total:	**36.96**
Warrant #: VW 00341305	**Payee Name: HOPKE, KURT S**		
10CR1807 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
305270 022511	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	390 00
		Warrant Total:	**715.00**
Warrant #: VW 00341307	**Payee Name: IBRAHIM & ELLIOTT LLP**		
10CR3091 112210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	146 25
302677 032311	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	1,007 50
		Warrant Total:	**1,153.75**
Warrant #: VW 00341308	**Payee Name: INFOSAT COMMUNICATIONS**		
46875	1101159100 - 5492111	Information Technology - Telephone Cellular	43 32
		Warrant Total:	**43.32**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341314	**Payee Name: JACKSON, ERIN LARENA**		
08CR3330 021511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	412 75
10CR3099 032211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	687 25
		Warrant Total:	**1,100.00**
Warrant #: VW 00341316	**Payee Name: JAMES CROWDER FUNERAL HOME INC**		
FEB 2011	1101440100 - 5496170	Community Services - Transporation-Medical Examiner	3,860 00
		Warrant Total:	**3,860.00**
Warrant #: VW 00341317	**Payee Name: JAROTH INC**		
259174	1101159100 - 5492101	Information Technology - Telephone Expense	78 00
		Warrant Total:	**78.00**
Warrant #· VW 00341318	**Payee Name: JENKINS, JEAN**		
FEB 2011 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	66 81
		Warrant Total:	**66.81**
Warrant #: VW 00341321	**Payee Name: JONES LAW FIRM**		
10CR2423 020711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,209 00
		Warrant Total:	**1,209.00**
Warrant #: VW 00341322	**Payee Name: JONES MC CLURE PUBLISHING INC**		
100230914	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	268 60
		Warrant Total:	**268.60**
Warrant #: VW 00341323	**Payee Name: JONES, STACEY LEE**		
ARI1100052	1101127100 - 5481000	District Attorney - Contract Service	3,599 75
		Warrant Total:	**3,599.75**
Warrant #: VW 00341324	**Payee Name: JONES, STACEY LEE**		
10CR1439 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	926 25
		Warrant Total:	**926.25**
Warrant #: VW 00341325	**Payee Name: JP MORGAN CHASE**		
ABRAMS/S 020811	1101125100 - 5496155	Jury and Trial Expense - Transp & Per Diem - Witnesses	705 90
DOYLE/P 021511	1101111101 - 5496100	County Commissioner-Pct 1 - Travel	132 73
HESSER/RODDEN	1101125100 - 5496155	Jury and Trial Expense - Transp & Per Diem - Witnesses	559 40
HOLMES/S 021511	1101111103 - 5496100	County Commissioner-Pct 3 - Travel	132 73
WARD/W 020111	1101125100 - 5496155	Jury and Trial Expense - Transp & Per Diem - Witnesses	330 37
		Warrant Total:	**1,861.13**
Warrant #: VW 00341326	**Payee Name: KAFI LAW**		
302731	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	669 50
		Warrant Total:	**669.50**
Warrant #: VW 00341327	**Payee Name: KAUFMANN, CHARLES R**		
09CR0916 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00341328	**Payee Name: KEMAH HARDWARE AND SUPPLY**		
475320	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	82 64

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**82.64**
Warrant #: VW 00341329	**Payee Name: KIESCHNICK, JONATHAN C**		
10CR3609 022511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243 75
		Warrant Total:	**243.75**
Warrant #: VW 00341331	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1344	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,284 71
		Warrant Total:	**1,284.71**
Warrant #: VW 00341332	**Payee Name: KLEEN KUT LANDSCAPE SERVICE**		
03/22/2011	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	2,200 00
		Warrant Total:	**2,200.00**
Warrant #: VW 00341334	**Payee Name: KROGER CO, THE**		
117270	1101610200 - 5310000	County Extension - Supplies and Materials	3 58
		Warrant Total:	**3.58**
Warrant #: VW 00341335	**Payee Name: LAW FIRM OF TOT KIM LE**		
312000 031811	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	143 00
		Warrant Total:	**143.00**
Warrant #: VW 00341336	**Payee Name: LAW OFFICE OF KYLE VERRET PLLC, THE**		
308920 032111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	113 75
		Warrant Total:	**113 75**
Warrant #: VW 00341337	**Payee Name: LAW OFFICE OF PAUL B KENNEDY**		
07CR2762 021811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	806 00
312115 031811	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	403 00
		Warrant Total:	**1,209.00**
Warrant #: VW 00341338	**Payee Name: LEATHERS, BILL**		
10CR2808 031511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	508 75
10CR3686 031811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
		Warrant Total:	**1,061.25**
Warrant #: VW 00341340	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
176272	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	110 43
176300	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	70 94
176310	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	85 00
176342	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	62 61
176351	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	67 75
176363	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	129 80
176369	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 75
176374	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
176382	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
176392	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	35 49
		Warrant Total:	**642.77**
Warrant #: VW 00341341	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
JAN 11 JP4 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	867 25
		Warrant Total:	**867.25**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341342	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
FEB 11 JP8-2 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	1,225 70
		Warrant Total:	**1,225.70**
Warrant #: VW 00341343	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
DEC 10 JP4 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	630 99
		Warrant Total:	**630.99**
Warrant #: VW 00341344	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
FEB 11 JP4 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	3,442 63
		Warrant Total:	**3,442.63**
Warrant #: VW 00341345	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
FEB 11 JP5 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	5,532 38
		Warrant Total:	**5,532 38**
Warrant #: VW 00341347	**Payee Name: LOS CABOS APTS.**		
1111	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #. VW 00341348	**Payee Name: LOVE, PAUL**		
10CR2301 031611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00341351	**Payee Name: M FOX CURL AND ASSOCIATES PC**		
10CR2541 032311	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	810 55
304093 032211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	350 35
		Warrant Total:	**1,160.90**
Warrant #: VW 00341355	**Payee Name: MASTER WORD SERVICE INC**		
40413	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	5,600 91
		Warrant Total:	**5,600.91**
Warrant #: VW 00341357	**Payee Name: MAUZY, BRUCE**		
10CP0060 030311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
10CP0122 122310	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	559 00
		Warrant Total.	**819.00**
Warrant #: VW 00341359	**Payee Name: MCLEOD ALEXANDER POWEL & APFFEL**		
10CP0027 031011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
10CP0108 022811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
10CP0121 031011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	526 50
		Warrant Total:	**1,371.50**
Warrant #: VW 00341364	**Payee Name: MILLER, WENDY**		
10FD0661 FEES	1101126100 - 5310000	District Clerk - Supplies and Materials	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00341365	**Payee Name: MILLS SHIRLEY LLP**		
MISH REFUND	1101126100 - 5310000	District Clerk - Supplies and Materials	10,000 00
		Warrant Total:	**10,000.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341368	**Payee Name: MOODY NATIONAL BANK**		
FEB 2011 LOCKBOX	1101151500 - 5481000	Tax Assessor Collector - Contract Service	2,173 73
		Warrant Total:	**2,173.73**
Warrant #: VW 00341369	**Payee Name: MUELLER, DINAH J**		
09CP0099 030311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	351 00
		Warrant Total:	**351.00**
Warrant #: VW 00341370	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
25400	1101451110 - 5426106	Senior Citizens - Uniform Leasing	11 40
25401	1101451110 - 5426106	Senior Citizens - Uniform Leasing	18 00
26403	1101451110 - 5426106	Senior Citizens - Uniform Leasing	11 40
26404	1101451110 - 5426106	Senior Citizens - Uniform Leasing	18 00
		Warrant Total:	**58.80**
Warrant #: VW 00341372	**Payee Name: NATIONAL REFRIGERATION**		
37948	1101451110 - 5423000	Senior Citizens - Maint/Repairs Equipment	247 50
		Warrant Total:	**247.50**
Warrant #: VW 00341373	**Payee Name: NICKELSON, LINDA J**		
10CR2784 030311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00341375	**Payee Name: NRG ENERGY INC**		
30779144	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	102 27
66520826	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**202.27**
Warrant #: VW 00341377	**Payee Name: OTIS ELEVATOR CO CORP**		
TG27368001	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	281 45
		Warrant Total:	**281.45**
Warrant #: VW 00341378	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975432667	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	5 17
		Warrant Total:	**5.17**
Warrant #: VW 00341379	**Payee Name: OZARKA NATURAL SPRING WATER**		
01C0122908486	1101291010 - 5310000	Emergency Management - Supplies and Materials	29 41
		Warrant Total:	**29.41**
Warrant #: VW 00341380	**Payee Name: PALMER, MICHAEL**		
10CR2193 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	926 25
		Warrant Total:	**926.25**
Warrant #: VW 00341381	**Payee Name: PARKS, TAMRA**		
031411 10TH DC	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	25 00
031811 405TH DC	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	1,266 40
		Warrant Total:	**1,291.40**
Warrant #: VW 00341384	**Payee Name: PENINSULA SANITATION SERVICE INC**		
38634	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
38635	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**150.00**
Warrant #: VW 00341385	**Payee Name: PITNEY BOWES**		
5501554091	1101159100 - 5310000	Information Technology - Supplies and Materials	82 00
5501555596	1101159100 - 5310000	Information Technology - Supplies and Materials	266 00
5501556092	1101159100 - 5310000	Information Technology - Supplies and Materials	266 00
		Warrant Total:	**614.00**
Warrant #: VW 00341387	**Payee Name: QUINTANILLA, DONNIE**		
306215 022811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	573 50
JAIL DKT 031111	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00
		Warrant Total:	**1,523.50**
Warrant #: VW 00341390	**Payee Name: RUSSELL, GREG**		
07CR3214 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,827 50
08CR3363 022211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,112 67
10CR0388 031811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
10CR0982 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**6,655.17**
Warrant #: VW 00341391	**Payee Name: SAENZ, ALVIN N**		
10CR2804 031411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422 50
		Warrant Total:	**422.50**
Warrant #: VW 00341392	**Payee Name: SAUL MINEROFF ELECTRONICS INC**		
92704	1101127100 - 5310000	District Attorney - Supplies and Materials	54 00
		Warrant Total:	**54.00**
Warrant #: VW 00341393	**Payee Name: SCHINDLER ELEVATOR CORP**		
8102780053	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	602 67
8102812553	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	7,923 06
8102837225	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	824 70
		Warrant Total:	**9,350.43**
Warrant #: VW 00341394	**Payee Name: SCOTT, SHELBY**		
07CR3996 031011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	942 50
JAIL DKT 031811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**1,892.50**
Warrant #: VW 00341395	**Payee Name: SEARS & BENNETT LLP**		
10CR1001 030711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	763 75
302460 112310	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	373 75
		Warrant Total:	**1,137.50**
Warrant #: VW 00341397	**Payee Name: SMITH, JAMES DENNIS**		
10CR3577 031611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
10CR3846 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total	**910.00**
Warrant #: VW 00341398	**Payee Name: SORENSON FORENSICS LLC**		
03512	1101121000 - 5431020	Justice Administration - Forensic Testing	3,000 00
10CR1097 122010	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,000 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**6,000.00**
Warrant #: VW 00341401	**Payee Name: SPARKS LAW FIRM, THE**		
308442 030811	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	65 00
		Warrant Total:	**65.00**
Warrant #: VW 00341404	**Payee Name: STEVENS, MARK W**		
10CR2472 032111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 00
301283 031711	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	370 00
		Warrant Total:	**532.00**
Warrant #: VW 00341406	**Payee Name: STICKLER, TOMMY JAMES**		
10CR2272 032211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	975 00
10CR3684 031111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
10CR3691 031011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	465 40
		Warrant Total:	**1,765.40**
Warrant #: VW 00341407	**Payee Name: STRAUSS, LISA SHAPIRO**		
11CR0210 031711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
302385 031711	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	325 00
		Warrant Total:	**520.00**
Warrant #: VW 00341408	**Payee Name: SUHLER, DAVID**		
10CR0102 032411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,245 00
10CR3625 031411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	450 00
		Warrant Total:	**1,695.00**
Warrant #: VW 00341409	**Payee Name: SULLIVAN, MISTY**		
030811 RBM FEE	1101443100 - 5495100	Indigent Care & Medication - Education	44 20
		Warrant Total:	**44.20**
Warrant #: VW 00341410	**Payee Name: SUMMERLIN PLLC, ROBERT E**		
10CR2677 031411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,421 25
10CR2906 012811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,105 00
11CR0161 031811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	568 75
302887 031811	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	617 50
306751 031411	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	211 25
		Warrant Total:	**4,923.75**
Warrant #: VW 00341411	**Payee Name: SUN COAST RESOURCES INC**		
90856807	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,952 10
90856827	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,252 20
90858922	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,064 77
		Warrant Total:	**13,269.07**
Warrant #: VW 00341413	**Payee Name: TALLOW BRIAR SUNSET LP**		
5	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00341414	**Payee Name: TAYLOR, ANGELA M**		
10CR3004 031111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	796 25
		Warrant Total:	**796.25**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341415	**Payee Name: TEXAS GUARDIANSHIP ASSOCIATION**		
51811 SOCIAL SRV	1101443100 - 5495100	Indigent Care & Medication - Education	170 00
		Warrant Total:	**170.00**
Warrant #: VW 00341419	**Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**		
4/10-13/11 ADAMS	1101223800 - 5496100	Constable Pct #8 - Travel	100 00
4/10-13/11 RUSK	1101223800 - 5496100	Constable Pct #8 - Travel	100 00
5/9-11/11 BROWN	1101121000 - 5495100	Justice Administration - Education	100 00
5/9-11/11 SANDLE	1101123500 - 5495100	Justice Court Pct #5 - Education	100 00
		Warrant Total·	**400.00**
Warrant #: VW 00341420	**Payee Name: THOMAS W MCQUAGE PC**		
07/10-02/11 DCTM	1101126100 - 5310000	District Clerk - Supplies and Materials	34,843 42
		Warrant Total:	**34,843.42**
Warrant #: VW 00341422	**Payee Name: TOMMIE VAUGHN MOTORS INC**		
329779	1101211101 - 5742000	Administration Sheriff Dept - Capital Outlay-Vehicles	26,833 00
		Warrant Total:	**26,833.00**
Warrant #: VW 00341423	**Payee Name: TORRES, ROBERTO**		
10FD0035 032111	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	81 25
96FD1553 032111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	276 25
		Warrant Total:	**357 50**
Warrant #: VW 00341426	**Payee Name: TREASURE ISLAND TROPHIES**		
44381	1101211101 - 5310000	Administration Sheriff Dept - Supplies and Materials	250 00
		Warrant Total:	**250.00**
Warrant #: VW 00341427	**Payee Name: TREVINO, ISMAEL**		
JAIL DKT 031111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00341428	**Payee Name: TRUSCOTT, HELEN STEWART**		
10CP0074 022211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	123 00
11CP0012 022211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	149 50
		Warrant Total:	**272.50**
Warrant #: VW 00341429	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100000318014	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	110 11
100014698484	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	139.13
900002266622	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	46 35
900004139598	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**395.59**
Warrant #: VW 00341431	**Payee Name: UNDERWOOD, OLEN**		
121410 MEALS/MLG	1101121000 - 5431301	Justice Administration - Relief Associate Judge	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00341432	**Payee Name: UNDERWOOD, OLEN**		
122810 CC#2	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	538 56
		Warrant Total:	**538.56**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341433	**Payee Name: UNDERWOOD, OLEN**		
121410 MEALS/MLG	1101121000 - 5431301	Justice Administration - Relief Associate Judge	89 60
		Warrant Total:	**89.60**
Warrant #: VW 00341435	**Payee Name: USA MOBILITY WIRELESS INC**		
U7977749C	1101159100 - 5492321	Information Technology - Pager Service	233 65
		Warrant Total:	**233.65**
Warrant #: VW 00341436	**Payee Name: VAN SCOYOC ASSOCIATES INC**		
38301	1101190100 - 5481000	County Engineer - Contract Service	3,825 00
		Warrant Total:	**3,825.00**
Warrant #: VW 00341437	**Payee Name: WASTE MANAGEMENT INC**		
452580317918	1101522020 - 5481000	Parks Department - Contract Service	62 02
		Warrant Total:	**62.02**
Warrant #: VW 00341438	**Payee Name: WEST PUBLISHING CORPORATION**		
822321236	1101211101 - 5310000	Administration Sheriff Dept - Supplies and Materials	197 52
		Warrant Total:	**197.52**
Warrant #: VW 00341439	**Payee Name: WRIGHT, ANDREW A**		
306578 031411	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	449 94
		Warrant Total:	**449.94**
Warrant #: VW 00341441	**Payee Name: ZENDEH DEL AND ASSOCIATES PLLC**		
JAIL DKT 030411	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00341442	**Payee Name: ZENDEH DEL AND ASSOCIATES PLLC**		
292118 032111	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00341443	**Payee Name: ZOLL, ERIKA SUSAN**		
10CP0049 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	500 50
10CP0122 030811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	586 70
		Warrant Total:	**1,087.20**
Warrant #: VW 00341444	**Payee Name: ZURI INVESTIGATIONS & ATTORNEY SERVICES**		
10CR1601 030811	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	599 67
		Warrant Total:	**599.67**
		FUND 1101 TOTAL:	**346,767.93**

FUND: 2101 Cnty Records Mgt & Preservatio

Warrant #: VW 00341374	**Payee Name: NOVELLI JR, ROSS**		
ARI1100053	2101116020 - 5481000	County Records Management - Contract Service	10,000 00
		Warrant Total:	**10,000.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		FUND 2101 TOTAL:	**10,000.00**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00341302 **Payee Name: HERNANDEZ, GILBERT**

02/22-23/11 MLS	2102114020 - 5496100	County Clerk Records Mangement - Travel	90 00
		Warrant Total:	**90.00**
		FUND 2102 TOTAL:	**90.00**

FUND: 2211 Law Library

Warrant #: VW 00341438 **Payee Name: WEST PUBLISHING CORPORATION**

822346870	2211129100 - 5317000	Law Library - Books & Periodicals	9,393 11
822347521	2211129100 - 5317000	Law Library - Books & Periodicals	4,012 59
822372420	2211129100 - 5317000	Law Library - Books & Periodicals	2,510 87
822465370	2211129100 - 5317000	Law Library - Books & Periodicals	722 46
		Warrant Total:	**16,639.03**
		FUND 2211 TOTAL:	**16,639.03**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00341209 **Payee Name: AMERSON, RODGER DAN**

11CP0019 030911	2212125300 - 5432011	Mediation Services - Mediation Services	350 00
11CP0022 031411	2212125300 - 5432011	Mediation Services - Mediation Services	300 00
		Warrant Total:	**650.00**

Warrant #: VW 00341255 **Payee Name: DAHLENBURG, MICHAEL L**

10CP0056 030111	2212125300 - 5432011	Mediation Services - Mediation Services	194 00
11CP0018 022811	2212125300 - 5432011	Mediation Services - Mediation Services	162 50
		Warrant Total:	**356.50**
		FUND 2212 TOTAL:	**1,006.50**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00341288 **Payee Name: GALVESTON INSURANCE**

426478	2220255101 - 5491100	Adult Probation - Insurance Liability	568 00
		Warrant Total:	**568.00**

Warrant #: VW 00341376 **Payee Name: NULL LAIRSON PC**

953824	2220255101 - 5414200	Adult Probation - Prof Serv Audit Fees	5,500 00
		Warrant Total:	**5,500.00**
		FUND 2220 TOTAL:	**6,068.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
FUND: 2230 Juvenile Justice Fund			
Warrant #: VW 00341210	**Payee Name: ARAMARK CORRECTIONAL SERVICES**		
5474000425	2230256118 - 5481199	Detention - Food Service Contract	2,413 06
5474000425	2230256119 - 5481199	Post Program - Food Service Contract	702 28
5474000425	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	128 74
5474000426	2230256118 - 5481199	Detention - Food Service Contract	2,353 40
5474000426	2230256119 - 5481199	Post Program - Food Service Contract	697 16
5474000426	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	75 36
		Warrant Total:	**6,370.00**
Warrant #: VW 00341223	**Payee Name: BOB BARKER CO INC**		
WEB000163332	2230256118 - 5313100	Detention - Cleaning & Household Supplies	37 10
WEB000163386	2230256118 - 5313100	Detention - Cleaning & Household Supplies	833 14
		Warrant Total:	**870.24**
Warrant #: VW 00341340	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
176482	2230256105 - 5423110	Juv Justice - Administration - Auto Maintenance	28 00
		Warrant Total:	**28.00**
Warrant #: VW 00341355	**Payee Name: MASTER WORD SERVICE INC**		
40412	2230256130 - 5431101	Court - Professional Srv Interpreter	1,206 28
		Warrant Total:	**1,206.28**
Warrant #: VW 00341422	**Payee Name: TOMMIE VAUGHN MOTORS INC**		
328954	2230256105 - 5742000	Juv Justice - Administration - Capital Outlay-Vehicles	23,443 00
		Warrant Total:	**23,443.00**
		FUND 2230 TOTAL:	**31,917.52**
FUND: 2301 Road & Bridge Fund			
Warrant #: VW 00341228	**Payee Name: BROOKSIDE EQUIP SALES INC**		
WH67925	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	299 15
		Warrant Total.	**299.15**
Warrant #: VW 00341233	**Payee Name: CALICO WELDING SUPPLY CO**		
TC54004	2301312110 - 5481000	Administration - Contract Service	190 00
		Warrant Total:	**190.00**
Warrant #: VW 00341239	**Payee Name: CHEMAX CORPORATION**		
23022	2301312110 - 5310000	Administration - Supplies and Materials	266 80
		Warrant Total:	**266.80**
Warrant #: VW 00341240	**Payee Name: CHERRY CRUSHED CONCRETE**		
130808	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,437 32
130920	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,822 51
		Warrant Total:	**7,259.83**
Warrant #: VW 00341247	**Payee Name: CLEVELAND ASPHALT PRODUCTS INC**		
8429	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,229 92

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**10,229.92**
Warrant #: VW 00341330	**Payee Name: KIWI TIRE SHOP**		
1461	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	125 00
		Warrant Total:	**125.00**
Warrant #: VW 00341340	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
176360	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**14.50**
Warrant #: VW 00341354	**Payee Name: MARTIN RESOURCE MANAGEMENT**		
280259	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	582 00
		Warrant Total:	**582.00**
Warrant #: VW 00341360	**Payee Name: MCREE FORD INC**		
338545	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	43 20
338563	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	-43 20
644779	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	89 95
		Warrant Total:	**89.95**
Warrant #: VW 00341370	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
28469	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
28470	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	13 00
28471	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
28472	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	31 10
28473	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	32 50
28474	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	413 05
28475	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	301 75
30256	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	54 00
30509	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	45 50
30510	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	13 00
30511	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	32 50
30512	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	143 10
30513	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	77 50
30514	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	88 05
30515	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	103 75
		Warrant Total:	**1,426.80**
Warrant #: VW 00341371	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART2948920	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	29 84
		Warrant Total:	**29.84**
Warrant #: VW 00341379	**Payee Name: OZARKA NATURAL SPRING WATER**		
01C0122815046	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	87 87
		Warrant Total:	**87.87**
Warrant #: VW 00341382	**Payee Name: PAT'S**		
00025909	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	34 00
		Warrant Total:	**34.00**
Warrant #: VW 00341384	**Payee Name: PENINSULA SANITATION SERVICE INC**		
39056	2301312120 - 5421411	FM & Lateral Road - Garbage/Landfill Services	75 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**75.00**
Warrant #: VW 00341396	**Payee Name: SEASIDE ENTERPRISES INC**		
160481	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	18 50
160843	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	57 98
		Warrant Total:	**76.48**
Warrant #: VW 00341400	**Payee Name: SOUTHWEST T & I INC**		
1881835	2301312110 - 5481000	Administration - Contract Service	304 50
		Warrant Total:	**304.50**
Warrant #: VW 00341411	**Payee Name: SUN COAST RESOURCES INC**		
90859268	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	12,227 72
		Warrant Total:	**12,227.72**
Warrant #: VW 00341440	**Payee Name. WW GRAINGER INC**		
9488059156	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	105 60
		Warrant Total:	**105 60**
		FUND 2301 TOTAL:	**33,424.96**

FUND: 2303 Farm to Market Lateral Road

Warrant #: VW 00341405	**Payee Name: STEWART TITLE CO**		
1116730487	2303314300 - 5491922	Real Estate Services - Title Insurance, Closing Cost	175 00
		Warrant Total:	**175.00**
		FUND 2303 TOTAL:	**175.00**

FUND: 2370 Flood Control Fund

Warrant #: VW 00341206	**Payee Name: AM-MEX RESTAURANT INC**		
300033	2370190100 - 5498003	County Engineer - Dickinson Bayou Steer Comm Dues	272 80
		Warrant Total:	**272.80**
Warrant #: VW 00341293	**Payee Name: GRAIL, JILL**		
RFND 0962	2370000020 - 4863020	Public Safety - Reimb Material Culverts	139 60
		Warrant Total:	**139 60**
Warrant #: VW 00341301	**Payee Name: HANSON PIPE AND PRECAST INC**		
10565525	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,185 24
		Warrant Total:	**1,185.24**
Warrant #: VW 00341379	**Payee Name: OZARKA NATURAL SPRING WATER**		
01C0122815095	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	25 60
		Warrant Total:	**25.60**
Warrant #: VW 00341421	**Payee Name: TOM-MAC INC**		
2 031211	2370000000 - 2070001	Flood Control - Contract Payable Retainage	-1,318 75
2 031211	2370190100 - 5734309	County Engineer - West Gum Bayou Clearing	26,375 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**25,056.25**
Warrant #: VW 00341440	**Payee Name: WW GRAINGER INC**		
9487894934	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	116 36
		Warrant Total:	**116.36**
		FUND 2370 TOTAL:	**26,795.85**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000154	**Payee Name: KEYWORTHS HARDWARE INC**		
000155521	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	13 89
000157103	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	12 41
000158023	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	2 07
		Warrant Total:	**28.37**
Warrant #: VW 00341214	**Payee Name: AUTOZONE INC**		
1579364435	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	10 99
1579365133	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	24 65
		Warrant Total:	**35.64**
Warrant #: VW 00341275	**Payee Name: FALCON CREST AVIATION INC**		
0122756001A	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	529 98
		Warrant Total:	**529.98**
Warrant #: VW 00341352	**Payee Name: MAG AVIONICS LLC**		
211	2410411100 - 5423101	Mosquito Control District - Maint/Repairs Aircraft	550 00
		Warrant Total:	**550.00**
Warrant #: VW 00341356	**Payee Name: MATHESON TRI-GAS INC**		
02168232	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	187 50
		Warrant Total:	**187.50**
		FUND 2410 TOTAL:	**1,331.49**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00341285	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
1185	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	115 00
		Warrant Total:	**115.00**
Warrant #· VW 00341309	**Payee Name: J C PENNEY INC**		
50170132351 0311	2501443300 - 5312100	Child Welfare - Clothing Expense	1,639 87
		Warrant Total·	**1,639 87**
Warrant #· VW 00341325	**Payee Name: JP MORGAN CHASE**		
MASTERS/J 022711	2501443300 - 5495100	Child Welfare - Education	167 29
MONROE/S 022811	2501443300 - 5495100	Child Welfare - Education	127 33
SARGENT/C 022711	2501443300 - 5495100	Child Welfare - Education	167 29
		Warrant Total:	**461.91**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341389	**Payee Name: ROSS**		
1092	2501443300 - 5312100	Child Welfare - Clothing Expense	78 41
28149	2501443300 - 5312100	Child Welfare - Clothing Expense	299 90
970	2501443300 - 5312100	Child Welfare - Clothing Expense	375 00
		Warrant Total:	**753 31**
		FUND 2501 TOTAL:	**2,970.09**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00341370	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
30258	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	139 50
		Warrant Total:	**139.50**
Warrant #: VW 00341384	**Payee Name: PENINSULA SANITATION SERVICE INC**		
39057	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	85 00
		Warrant Total:	**85.00**
Warrant #: VW 00341396	**Payee Name: SEASIDE ENTERPRISES INC**		
160722	2601544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	200 00
		Warrant Total:	**200.00**
		FUND 2601 TOTAL:	**424.50**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00341274	**Payee Name: EXXON CREDIT CARD CENTER**		
25565514	2864211127 - 5322010	Auto Task Force - Auto Fuel Expense	60 67
		Warrant Total:	**60.67**
Warrant #: VW 00341402	**Payee Name: SPRINT SPECTRUM LP**		
692298810040	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	349 93
		Warrant Total:	**349.93**
		FUND 2864 TOTAL:	**410.60**

FUND: 2893 HMGP - IKE

Warrant #: VW 00341254	**Payee Name: CROWDER GULF JOINT VENTURE INC**		
GALR172188	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	716 00
GALR172189	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	3,702 60
GALR176853	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	6,720 00
GALR177259	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	13,531 98
GALR177853	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	2,218 00
GALR178163	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	5,000 00
GALR178180	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	12,000 00
GALR180306	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	5,800 00
		Warrant Total:	**49,688.58**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		FUND 2893 TOTAL:	**49,688.58**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00000153 **Payee Name: GALVESTON NEWSPAPERS INC**

0103957 031611	2914152500 - 5317000	Administration - Books & Periodicals	64 50
		Warrant Total:	**64.50**

Warrant #: VW 00341230 **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

1021	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	25,737 60
106	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,390 40
106	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	63,904 00
		Warrant Total:	**83,251.20**

Warrant #: VW 00341315 **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

21880 032111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,300 00
		Warrant Total:	**1,300.00**

Warrant #: VW 00341339 **Payee Name: LEVINS INSURANCE AGENCY**

1891545001	2914152511 - 5519020	Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	1,125 00
		Warrant Total:	**1,125.00**

Warrant #: VW 00341402 **Payee Name: SPRINT SPECTRUM LP**

384104405017	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	418 24
		Warrant Total:	**418.24**

		FUND 2914 TOTAL:	**86,158.94**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00341205 **Payee Name: ALEX AIR CONDITIONING INC**

5 032111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-316 25
5 032111	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	6,325 00
		Warrant Total:	**6,008.75**

Warrant #: VW 00341211 **Payee Name. ARCHITECTURAL SURFACES INC**

1 030511 ARC	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-2,515 00
1 030511 ARC	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	50,300 00
		Warrant Total:	**47,785.00**

Warrant #: VW 00341212 **Payee Name: ARDENT CONSTRUCTION LLC**

2 FLOORING 33111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,715 00
2 FLOORING 33111	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	34,300 00
3 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-9,210 00
3 033111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	184,200 00
3 PAINT 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-211 25
3 PAINT 033111	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	4,225 00
4 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-300 00
4 033111	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	6,000 00
9 030411	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	33,002 40

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**250,291.15**
Warrant #: VW 00341219	**Payee Name: BIG 4 STEEL SERVICES LP**		
110211	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-868 17
110211	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	17,363 40
		Warrant Total:	**16,495.23**
Warrant #: VW 00341224	**Payee Name: BOEDEKER CONSTRUCTION INC**		
5 ARC 022811	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-2,752 85
5 ARC 022811	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	55,057 09
6 032011	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-3,698 00
6 032011	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	73,960 00
		Warrant Total:	**122,566.24**
Warrant #: VW 00341252	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2433	3120179119 - 5722903	Ag Ext Svc at Carbide Park - Owners Contingency	746 28
		Warrant Total:	**746.28**
Warrant #: VW 00341260	**Payee Name: DAVID'S ISLAND**		
11375	3120179119 - 5722903	Ag Ext Svc at Carbide Park - Owners Contingency	30,520 40
		Warrant Total:	**30,520.40**
Warrant #: VW 00341299	**Payee Name: GURRY MECHANICAL L.P.**		
4 031811	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-25,060 40
4 031811	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	501,208 00
		Warrant Total:	**476,147 60**
Warrant #: VW 00341304	**Payee Name: HOOVER, JOSEPH A**		
12 030711	3120179119 - 5728121	Ag Ext Svc at Carbide Park - Capital Const-Architect Fees	5,806 08
13	3120179119 - 5728121	Ag Ext Svc at Carbide Park - Capital Const-Architect Fees	4,165 20
		Warrant Total:	**9,971.28**
Warrant #: VW 00341306	**Payee Name: HUGH PATRICK CONSTRUCTORS**		
9 032011	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	100,956 30
		Warrant Total:	**100,956.30**
Warrant #: VW 00341310	**Payee Name: J W KELSO COMPANY INC**		
15809 MGR FEES	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	44,289 00
		Warrant Total:	**44,289.00**
Warrant #: VW 00341311	**Payee Name: J W KELSO COMPANY INC**		
205003B 033111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	33,034 00
		Warrant Total:	**33,034.00**
Warrant #: VW 00341312	**Payee Name: J W KELSO COMPANY INC**		
205002D 033111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	350,446 37
		Warrant Total:	**350,446.37**
Warrant #: VW 00341313	**Payee Name: JACKSON & RYAN ARCHITECTS INC.**		
8401	3120179331 - 5728121	Animal Resource Center - Capital Const-Architect Fees	5,206 87
		Warrant Total.	**5,206.87**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00341319		**Payee Name: JOE AGUIRRE TILE INC**	
3 033011	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,093 37
3 033011	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	21,867 42
		Warrant Total:	**20,774.05**
Warrant #: VW 00341320		**Payee Name: JOHN A WALKER ROOFING CO INC**	
1 030411	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-4,380 05
1 030411	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	87,601 00
		Warrant Total:	**83,220.95**
Warrant #: VW 00341349		**Payee Name: LOWERY MASONRY LLC**	
3 022811	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-772 00
3 022811	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	15,440 00
		Warrant Total:	**14,668.00**
Warrant #: VW 00341350		**Payee Name: LUCAS CONSTRUCTION CO INC**	
7 022811	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-498 00
7 022811	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	9,960 00
		Warrant Total:	**9,462.00**
Warrant #: VW 00341353		**Payee Name: MARK 1 PLUMBING INC**	
8 032011	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-547 12
8 032011	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	10,942 44
		Warrant Total:	**10,395 32**
Warrant #: VW 00341358		**Payee Name: MCA COMMUNICATIONS INC**	
034041D	3120179119 - 5722903	Ag Ext Svc at Carbide Park - Owners Contingency	23,715 24
		Warrant Total:	**23,715.24**
Warrant #: VW 00341361		**Payee Name: MESA MECHANICAL INC**	
2 022511	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-8,237 30
2 022511	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	164,746 00
		Warrant Total:	**156,508.70**
Warrant #: VW 00341363		**Payee Name: MGC, INC**	
1 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-390 00
1 033111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	7,800 00
		Warrant Total:	**7,410.00**
Warrant #: VW 00341366		**Payee Name: MITCHELL CHUOKE PLUMBING CO**	
3 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-6,125 00
3 033111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	122,500 00
5 030311 ARC	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-3,500 00
5 030311 ARC	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	70,000 00
		Warrant Total:	**182,875 00**
Warrant #· VW 00341386		**Payee Name. Q C LABORATORIES INC**	
1135550	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	1,355 00
1135551	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	1,861 00
		Warrant Total:	**3,216.00**
Warrant #: VW 00341388		**Payee Name: RENEGADE FIRE SYSTEM LLC**	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
3 ARC 022811	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-545 00
3 ARC 022811	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	10,900 00
7 032211	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-61 25
7 032211	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	1,225 00
		Warrant Total:	**11,518.75**
Warrant #: VW 00341399		**Payee Name: SOUTHEAST FIRE PROTECTION LP**	
2 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-4,215 00
2 033111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	84,300 00
		Warrant Total:	**80,085.00**
Warrant #: VW 00341412		**Payee Name: SUPER SKY PRODUCTS INC**	
5 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-75 00
5 033111	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	1,500 00
		Warrant Total:	**1,425.00**
Warrant #: VW 00341424		**Payee Name: TOTAL CABINETS**	
1 032111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,137 10
1 032111	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	22,742 00
		Warrant Total:	**21,604.90**
Warrant #: VW 00341425		**Payee Name: TREADWELL ELECTRIC CONTRACTORS INC**	
5 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-5,439 35
5 033111	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	108,787 00
6 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-869 61
6 033111	3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	17,392 21
		Warrant Total:	**119,870.25**
Warrant #: VW 00341430		**Payee Name: UNBEHAGEN, O C**	
ARI1100054	3120179010 - 5481000	Administration - Contract Service	6,666 66
		Warrant Total:	**6,666.66**
Warrant #: VW 00341434		**Payee Name: URBAN CONCRETE CONTRACTORS LTD**	
2 032411	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-2,323 01
2 032411	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	46,460 17
		Warrant Total:	**44,137.16**
		FUND 3120 TOTAL:	**2,292,017.45**

FUND: 3310 Pass Thru Toll Rv Lt Rv BdSr07

Warrant #: VW 00341249		**Payee Name: COBB FENDLEY & ASSOCIATES**	
0233120	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	6,333 51
		Warrant Total:	**6,333.51**
Warrant #· VW 00341256		**Payee Name: DANNENBAUM ENGINEERING CORP**	
4157XX4611	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	89,000 00
		Warrant Total:	**89,000.00**
		FUND 3310 TOTAL:	**95,333.51**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
FUND: 3312	**Unltd Tax Road Bonds Sr 2009**		
Warrant #: VW 00341221		**Payee Name: BINKLEY & BARFIELD INC**	
15896	3312312111 - 5731134	Non-County Roads - Stewart Rd Re-Aligned	22,666 00
15897	3312312111 - 5731135	Non-County Roads - 7 Mile Rd Re-Aligned	16,622 08
15899	3312312111 - 5731133	Non-County Roads - Stewart Rd-Cove View to 7mi	12,662 40
		Warrant Total:	**51,950.48**
Warrant #: VW 00341256		**Payee Name: DANNENBAUM ENGINEERING CORP**	
449101/05/11	3312312111 - 5731608	Non-County Roads - Calder Road Improvement Proj	54,157 66
		Warrant Total:	**54,157 66**
Warrant #: VW 00341333		**Payee Name: KLOTZ ASSOC INC**	
311030	3312312111 - 5731128	Non-County Roads - Melody Lane	7,329 34
		Warrant Total:	**7,329.34**
Warrant #: VW 00341346		**Payee Name: LJA ENGINEERING & SURVEYING INC**	
20110720	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	29,380 50
		Warrant Total:	**29,380.50**
Warrant #: VW 00341362		**Payee Name: METRO CITY CONSTRUCTION LP**	
2276	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-18,317 37
2276	3312312112 - 5731139	County Road - Algoa Friendswood Rd	366,347 35
2285	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-18,531 14
2285	3312312111 - 5731171	Non-County Roads - Palmer Hwy	370,622 71
		Warrant Total:	**700,121.55**
Warrant #: VW 00341383		**Payee Name: PATE ENGINEERS INC**	
0116121	3312312111 - 5731125	Non-County Roads - Hanson Road	16,730 00
0116122	3312312111 - 5731126	Non-County Roads - Owens Drive	13,739 30
		Warrant Total:	**30,469 30**
		FUND 3312 TOTAL:	**873,408.83**
FUND: 3315	**Galv Causeway RR Bridge Proj**		
Warrant #: VW 00341222		**Payee Name: BNSF RAILWAY COMPANY**	
90032774	3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	24,383 25
90032777	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	9,325 77
90032778	3315313200 - 5732200	Causeway Railroad Bridge Prj - Inspection and Testing	12,975 38
		Warrant Total:	**46,684.40**
Warrant #: VW 00341367		**Payee Name: MODJESKI AND MASTERS INC**	
213397	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	99,706 03
		Warrant Total:	**99,706.03**
		FUND 3315 TOTAL:	**146,390.43**
FUND: 6130	**Self Insurance Reserve Fund**		
Warrant #. VW 00341315		**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Invoice Number	Account Info		Amount
42115032195101	6130151431 - 5491725	General Self Insurance - Insurance Property	1,939 00
		Warrant Total:	**1,939.00**
		FUND 6130 TOTAL:	**1,939.00**

FUND: 7605 Escrow Fund

Warrant #. VW 00341265 **Payee Name: DICKEY, GRACE**

89735	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	1,280 00
		Warrant Total:	**1,280.00**

Warrant #: VW 00341403 **Payee Name· STATE OF TEXAS**

0800000458 21508	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	253 00
		Warrant Total:	**253.00**

Warrant #: VW 00341416 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

DEC 10 JP4 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	211 50
		Warrant Total·	**211.50**

Warrant #: VW 00341417 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

FEB 11 JP4 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	1 70
		Warrant Total:	**1.70**

Warrant #: VW 00341418 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

FEB 11 JP5 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	218 45
		Warrant Total:	**218.45**
		FUND 7605 TOTAL:	**1,964.65**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Summary of All Funds

Fund		Amount
1101	General Fund	346,767 93
2101	Cnty Records Mgt & Preservatio	10,000 00
2102	Co Clerk Rec Mgt & Pres Fund	90 00
2211	Law Library	16,639 03
2212	Mediation Services Prog Fund	1,006 50
2220	Adult Probation Fund	6,068 00
2230	Juvenile Justice Fund	31,917 52
2301	Road & Bridge Fund	33,424 96
2303	Farm to Market Lateral Road	175 00
2370	Flood Control Fund	26,795 85
2410	Mosquito Control District Fund	1,331 49
2501	Child Welfare Fund	2,970 09
2601	Beach & Parks Fund	424 50
2864	Auto Crimes Task Force Grant	410 60
2893	HMGP - IKE	49,688 58
2914	CDBG Housing Program	86,158 94
3120	Limited Tax Cnty Bldg Bds Sr09	2,292,017 45
3310	Pass Thru Toll Rv Lt Rv BdSr07	95,333 51
3312	Unltd Tax Road Bonds Sr 2009	873,408 83
3315	Galv Causeway RR Bridge Proj	146,390 43
6130	Self Insurance Reserve Fund	1,939 00
7605	Escrow Fund	1,964 65
	Grand Total:	**4,024,922.86**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/29/2011

Approved Order to pay by Commissioners Court this day March 29, 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

ATTEST:

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341201	702471	ABL MANAGEMENT INC	03/29/11	17,924 79	MW	OH		
AP00341202	707348	AIRGAS - SOUTHWEST INC	03/29/11	28 84	MW	OH		
AP00341203	711542	ALDRIDGE & ASSOCIATES	03/29/11	950 00	MW	OH	B7	
AP00341204	013524	ALERT ALARM BURG AND FIRE PRO	03/29/11	150 00	MW	OH		
AP00341205	017939	ALEX AIR CONDITIONING INC	03/29/11	6,008 75	MW	OH		
AP00341206	708154	AM-MEX RESTAURANT INC	03/29/11	272 80	MW	OH		
AP00341207	709623	AMBIT ENERGY LP	03/29/11	107 88	MW	OH		
AP00341208	700627	AMERICAN ASSOCIATION OF NOTAR	03/29/11	171 88	MW	OH		
AP00341209	702478	AMERSON, RODGER DAN	03/29/11	650 00	MW	OH	B7	
AP00341210	702474	ARAMARK CORRECTIONAL SERVICES	03/29/11	6 370 00	MW	OH		
AP00341211	712390	ARCHITECTURAL SURFACES INC	03/29/11	47,785 00	MW	OH		
AP00341212	710983	ARDENT CONSTRUCTION LLC	03/29/11	250,291 15	MW	OH		
AP00341213	704991	ARROWHEAD SCIENTIFIC INC	03/29/11	413 99	MW	OH		
AP00341214	712485	AUTOZONE INC	03/29/11	35 64	MW	OH		
AP00341215	404473	BAYTEC SERVICE LLC	03/29/11	750 00	MW	OH		
AP00341216	401969	BENNETT, JAMES M	03/29/11	2,340 00	MW	OH	B7	
AP00341217	403751	BERARDINELLI CORREIA, SHAUNA	03/29/11	487 50	MW	OH	B7	
AP00341218	406081	BETA TECHNOLOGY INC	03/29/11	644 40	MW	OH		
AP00341219	712389	BIG 4 STEEL SERVICES LP	03/29/11	16,495 23	MW	OH		
AP00341220	712831	BILL III, ALEX	03/29/11	455 00	MW	OH	B7	
AP00341221	711556	BINKLEY & BARFIELD INC	03/29/11	51,950 48	MW	OH		
AP00341222	712358	BNSF RAILWAY COMPANY	03/29/11	46,684 40	MW	OH		
AP00341223	021303	BOB BARKER CO INC	03/29/11	870 24	MW	OH		
AP00341224	703001	BOEDEKER CONSTRUCTION INC	03/29/11	122,566 24	MW	OH		
AP00341225	704349	BOORSTEIN, BARRY	03/29/11	650 00	MW	OH	B7	
AP00341226	401759	BOSWORTH PAPERS INC	03/29/11	513 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341227	702559	BRIGGS, LYNETTE	03/29/11	130 00	MW	OH	B7	
AP00341228	024240	BROOKSIDE EQUIP SALES INC	03/29/11	299 15	MW	OH		
AP00341229	713242	BUNCH, MARGARET ANN	03/29/11	600 00	MW	OH		
AP00341230	712308	BURGHLI HOMES PROMENADE HOMES	03/29/11	83,251 20	MW	OH		
AP00341231	711036	BUZBEE PROPERTIES INC	03/29/11	2,611 33	MW	OH		
AP00341232	701322	C JOHNNY ON THE SPOT INC	03/29/11	60 00	MW	OH		
AP00341233	031559	CALICO WELDING SUPPLY CO	03/29/11	190 00	MW	OH		
AP00341234	701478	CDW GOVERNMENT INC	03/29/11	86 00	MW	OH		
AP00341235	706933	CEDRICK L MUHAMMAD PC	03/29/11	195 00	MW	OH	B7	
AP00341236	710575	CENTER FOR GUARDIANSHIP CERTI	03/29/11	175 00	MW	OH		
AP00341237	407782	CENTERPOINT ENERGY	03/29/11	777 43	MW	OH		
AP00341238	407782	CENTERPOINT ENERGY	03/29/11	63 24	MW	OH		
AP00341239	711045	CHEMAX CORPORATION	03/29/11	266 80	MW	OH		
AP00341240	712596	CHERRY CRUSHED CONCRETE	03/29/11	7,259 83	MW	OH		
AP00341241	712836	CHICORY COURT VII LP	03/29/11	100 00	MW	OH	RE	
AP00341242	706090	CITI BANK USA N A	03/29/11	30 67	MW	OH		
AP00341243	033985	CITY OF GALVESTON	03/29/11	15,272 84	MW	OH		
AP00341244	033985	CITY OF GALVESTON	03/29/11	91 59	MW	OH		
AP00341245	033209	CITY OF LA MARQUE	03/29/11	35 70	MW	OH		
AP00341246	033290	CLARK, DIANE	03/29/11	2,212 00	MW	OH	B7	
AP00341247	710180	CLEVELAND ASPHALT PRODUCTS IN	03/29/11	10,229 92	MW	OH		
AP00341248	713236	CMOS COMMERCIAL INVESTMENTS	03/29/11	1,047 48	MW	OH		
AP00341249	707069	COBB FENDLEY & ASSOCIATES	03/29/11	6,333 51	MW	OH		
AP00341250	034223	COLTZER, ROBERT G	03/29/11	1,600 30	MW	OH	B7	
AP00341251	400896	COOK, DAVID	03/29/11	1,038 15	MW	OH	B7	
AP00341252	709896	CRESCENT ENGINEERING COMPANY	03/29/11	746 28	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341253	403364	CROP PRODUCTION SERVICES	03/29/11	2,314 00	MW	OH		
AP00341254	708690	CROWDER GULF JOINT VENTURE IN	03/29/11	49,688 58	MW	OH		
AP00341255	704992	DAHLENBURG, MICHAEL L	03/29/11	681 50	MW	OH	B7	
AP00341256	400693	DANNENBAUM ENGINEERING CORP	03/29/11	143,157 66	MW	OH		
AP00341257	701394	DARLING INTERNATIONAL INC	03/29/11	35 00	MW	OH		
AP00341258	709803	DARROW LAW FIRM	03/29/11	637 00	MW	OH	B7	
AP00341259	409732	DAVID'S ISLAND	03/29/11	1,490 00	MW	OH		
AP00341260	409732	DAVID'S ISLAND	03/29/11	30,520 40	MW	OH		
AP00341261	409732	DAVID'S ISLAND	03/29/11	3,480 00	MW	OH		
AP00341262	711809	DAVIS III, NEAL	03/29/11	715 00	MW	OH	B7	
AP00341263	710679	DAVISON, AMRI	03/29/11	126 64	MW	OH	B7	
AP00341264	706153	DIAZ, MARK A	03/29/11	1,820 00	MW	OH	B7	
AP00341265	713240	DICKEY, GRACE	03/29/11	1,280 00	MW	OH		
AP00341266	043273	DISHER, DAVID A	03/29/11	403 00	MW	OH	B7	
AP00341267	711474	DO, VU TUAN	03/29/11	487 50	MW	OH	B7	
AP00341268	706718	DOLPHIN CHEMICAL & SUPPLY COM	03/29/11	165 00	MW	OH		
AP00341269	712361	DRIVER & ASSOCIATES	03/29/11	406 25	MW	OH	B7	
AP00341270	402798	DSG INC	03/29/11	26,880 00	MW	OH		
AP00341271	045286	DUCOTE, JAMES	03/29/11	1 023 75	MW	OH	B7	
AP00341272	405028	ENTERGY	03/29/11	327 29	MW	OH		
AP00341273	405028	ENTERGY	03/29/11	99 89	MW	OH		
AP00341274	403437	EXXON CREDIT CARD CENTER	03/29/11	60 67	MW	OH		
AP00341275	410642	FALCON CREST AVIATION INC	03/29/11	529 98	MW	OH		
AP00341276	061028	FAULIN, DOUGLAS E	03/29/11	2,659 44	MW	OH	B7	
AP00341277	410365	FAUS, SALVADOR	03/29/11	552 50	MW	OH	B7	
AP00341278	062067	FEDEX CORP	03/29/11	20 93	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341279	711896	FEROZ, MERCHANT	03/29/11	3,687 45	MW	OH	B7	
AP00341280	703810	FIRST CHOICE POWER	03/29/11	195 57	MW	OH		
AP00341281	709477	FISHER, DENA LAURA	03/29/11	1,495 00	MW	OH	B7	
AP00341282	711912	FORT PC, M BRUCE	03/29/11	1,410 50	MW	OH	B7	
AP00341283	704440	FULK, GEORGE BYRON	03/29/11	5,362 50	MW	OH	B7	
AP00341284	709287	FURLEIGH FRANCIS W	03/29/11	97 46	MW	OH		
AP00341285	431945	GALVESTON COUNTY HEALTH DISTR	03/29/11	115 00	MW	OH		
AP00341286	071175	GALVESTON COUNTY WCID #1	03/29/11	133 47	MW	OH		
AP00341287	071407	GALVESTON COUNTY WCID #8	03/29/11	367 09	MW	OH		
AP00341288	706592	GALVESTON INSURANCE	03/29/11	568 00	MW	OH		
AP00341289	711789	GAYLORD BROS INC	03/29/11	106 67	MW	OH		
AP00341290	705919	GHG CORPORATION	03/29/11	475 00	MW	OH		
AP00341291	703986	GILLMAN, MICHAEL DAVID	03/29/11	617 50	MW	OH	B7	
AP00341292	708989	GRADONI & ASSOCIATES	03/29/11	865 40	MW	OH	B7	
AP00341293	713256	GRAIL, JILL	03/29/11	139 60	MW	OH		
AP00341294	711957	GRAKK INC	03/29/11	845 00	MW	OH		
AP00341295	074112	GRAYBAR ELECTRIC CO INC	03/29/11	586 30	MW	OH		
AP00341296	703785	GULF COAST AEROBIC SERVICES	03/29/11	650 00	MW	OH		
AP00341297	400782	GULF COAST CENTER	03/29/11	35,500 00	MW	OH		
AP00341298	701592	GULF COAST CENTURY	03/29/11	70 00	MW	OH		
AP00341299	712770	GURRY MECHANICAL L P	03/29/11	476,147 60	MW	OH		
AP00341300	702363	GUTHEINZ LAW FIRM LLP	03/29/11	950 00	MW	OH	B7	
AP00341301	703846	HANSON PIPE AND PRECAST INC	03/29/11	1,185 24	MW	OH		
AP00341302	713225	HERNANDEZ GILBERT	03/29/11	90 00	MW	OH		
AP00341303	709151	HOB-LOB LTD	03/29/11	36 96	MW	OH		
AP00341304	401096	HOOVER, JOSEPH A	03/29/11	9,971 28	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341305	712097	HOPKE, KURT S	03/29/11	715 00	MW	OH		
AP00341306	705379	HUGH PATRICK CONSTRUCTORS	03/29/11	100,956 30	MW	OH		
AP00341307	707488	IBRAHIM & ELLIOTT LLP	03/29/11	1,153 75	MW	OH	B7	
AP00341308	703727	INFOSAT COMMUNICATIONS	03/29/11	43 32	MW	OH		
AP00341309	405013	J C PENNEY INC	03/29/11	1,639 87	MW	OH		
AP00341310	701901	J W KELSO COMPANY INC	03/29/11	44,289 00	MW	OH		
AP00341311	701901	J W KELSO COMPANY INC	03/29/11	33,034 00	MW	OH		
AP00341312	701901	J W KELSO COMPANY INC	03/29/11	350,446 37	MW	OH		
AP00341313	711389	JACKSON & RYAN ARCHITECTS INC	03/29/11	5,206 87	MW	OH		
AP00341314	712357	JACKSON, ERIN LARENA	03/29/11	1,100 00	MW	OH	B7	
AP00341315	409049	JAHN-GALVESTON INSURANCE AGEN	03/29/11	3,239 00	MW	OH		
AP00341316	710470	JAMES CROWDER FUNERAL HOME IN	03/29/11	3,860 00	MW	OH		
AP00341317	708810	JAROTH INC	03/29/11	78 00	MW	OH		
AP00341318	407148	JENKINS, JEAN	03/29/11	66 81	MW	OH		
AP00341319	400471	JOE AGUIRRE TILE INC	03/29/11	20,774 05	MW	OH		
AP00341320	410096	JOHN A WALKER ROOFING CO INC	03/29/11	83,220 95	MW	OH		
AP00341321	701979	JONES LAW FIRM	03/29/11	1,209 00	MW	OH	B7	
AP00341322	406053	JONES MC CLURE PUBLISHING INC	03/29/11	268 60	MW	OH		
AP00341323	701243	JONES, STACEY LEE	03/29/11	3,599 75	MW	OH	MH	
AP00341324	701243	JONES, STACEY LEE	03/29/11	926 25	MW	OH	B7	
AP00341325	410476	JP MORGAN CHASE	03/29/11	2,323 04	MW	OH		
AP00341326	711495	KAFI LAW	03/29/11	669 50	MW	OH	B7	
AP00341327	704638	KAUFMANN, CHARLES R	03/29/11	260 00	MW	OH	B7	
AP00341328	112037	KEMAH HARDWARE AND SUPPLY	03/29/11	82 64	MW	OH		
AP00341329	712256	KIESCHNICK, JONATHAN C	03/29/11	243 75	MW	OH	B7	
AP00341330	711325	KIWI TIRE SHOP	03/29/11	125 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341331	402386	KLEEN JANITORIAL SUPPLY COMPA	03/29/11	1,284 71	MW	OH		
AP00341332	710415	KLEEN KUT LANDSCAPE SERVICE	03/29/11	2,200 00	MW	OH		
AP00341333	113100	KLOTZ ASSOC INC	03/29/11	7,329 34	MW	OH		
AP00341334	114041	KROGER CO, THE	03/29/11	3 58	MW	OH		
AP00341335	711173	LAW FIRM OF TOT KIM LE	03/29/11	143 00	MW	OH	B7	
AP00341336	712266	LAW OFFICE OF KYLE VERRET PLL	03/29/11	113 75	MW	OH		
AP00341337	708815	LAW OFFICE OF PAUL B KENNEDY	03/29/11	1,209 00	MW	OH	B7	
AP00341338	705777	LEATHERS, BILL	03/29/11	1,061 25	MW	OH	B7	
AP00341339	713203	LEVINS INSURANCE AGENCY	03/29/11	1,125 00	MW	OH		
AP00341340	123026	LIGGIOS TIRE AND SERVICE CENT	03/29/11	685 27	MW	OH		
AP00341341	707090	LINEBARGER GOGGAN BLAIR & SAM	03/29/11	867 25	MW	OH		
AP00341342	707090	LINEBARGER GOGGAN BLAIR & SAM	03/29/11	1,225 70	MW	OH		
AP00341343	707090	LINEBARGER GOGGAN BLAIR & SAM	03/29/11	630 99	MW	OH		
AP00341344	707090	LINEBARGER GOGGAN BLAIR & SAM	03/29/11	3,442 63	MW	OH		
AP00341345	707090	LINEBARGER GOGGAN BLAIR & SAM	03/29/11	5,532 38	MW	OH		
AP00341346	703141	LJA ENGINEERING & SURVEYING I	03/29/11	29,380 50	MW	OH		
AP00341347	710033	LOS CABOS APTS	03/29/11	100 00	MW	OH	RE	
AP00341348	705152	LOVE, PAUL	03/29/11	390 00	MW	OH	B7	
AP00341349	711180	LOWERY MASONRY LLC	03/29/11	14,668 00	MW	OH		
AP00341350	125518	LUCAS CONSTRUCTION CO INC	03/29/11	9,462 00	MW	OH		
AP00341351	709123	M FOX CURL AND ASSOCIATES PC	03/29/11	1,160 90	MW	OH	B7	
AP00341352	713232	MAG AVIONICS LLC	03/29/11	550 00	MW	OH		
AP00341353	409490	MARK 1 PLUMBING INC	03/29/11	10,395 32	MW	OH		
AP00341354	710378	MARTIN RESOURCE MANAGEMENT CO	03/29/11	582 00	MW	OH		
AP00341355	705424	MASTER WORD SERVICE INC	03/29/11	6,807 19	MW	OH		
AP00341356	407317	MATHESON TRI-GAS INC	03/29/11	187 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341357	705185	MAUZY, BRUCE	03/29/11	819 00	MW	OH	B7	
AP00341358	705697	MCA COMMUNICATIONS INC	03/29/11	23,715 24	MW	OH		
AP00341359	136689	MCLEOD ALEXANDER POWEL & APFF	03/29/11	1,371 50	MW	OH	B7	
AP00341360	131029	MCREE FORD INC	03/29/11	89 95	MW	OH		
AP00341361	704761	MESA MECHANICAL INC	03/29/11	156,508 70	MW	OH		
AP00341362	712341	METRO CITY CONSTRUCTION LP	03/29/11	700,121 55	MW	OH		
AP00341363	712765	MGC, INC	03/29/11	7,410 00	MW	OH		
AP00341364	713185	MILLER, WENDY	03/29/11	600 00	MW	OH		
AP00341365	404921	MILLS SHIRLEY LLP	03/29/11	10,000 00	MW	OH		
AP00341366	032250	MITCHELL CHUOKE PLUMBING CO	03/29/11	182,875 00	MW	OH		
AP00341367	707294	MODJESKI AND MASTERS INC	03/29/11	99,706 03	MW	OH		
AP00341368	401421	MOODY NATIONAL BANK	03/29/11	2,173 73	MW	OH		
AP00341369	405987	MUELLER, DINAH J	03/29/11	351 00	MW	OH	B7	
AP00341370	710385	MUNRO'S UNIFORM SERVICES LTD	03/29/11	1 625 10	MW	OH		
AP00341371	404669	MUSTANG TRACTOR & EQUIPMENT C	03/29/11	29 84	MW	OH		
AP00341372	708547	NATIONAL REFRIGERATION	03/29/11	247 50	MW	OH		
AP00341373	400707	NICKELSON, LINDA J	03/29/11	195 00	MW	OH	B7	
AP00341374	708712	NOVELLI JR, ROSS	03/29/11	10,000 00	MW	OH	RE	
AP00341375	711213	NRG ENERGY INC	03/29/11	202 27	MW	OH		
AP00341376	410084	NULL LAIRSON PC	03/29/11	5,500 00	MW	OH		
AP00341377	401873	OTIS ELEVATOR CO CORP	03/29/11	281 45	MW	OH		
AP00341378	400105	OWEN ELECTRIC SUPPLY	03/29/11	5 17	MW	OH		
AP00341379	155036	OZARKA NATURAL SPRING WATER	03/29/11	142 88	MW	OH		
AP00341380	705290	PALMER, MICHAEL	03/29/11	926 25	MW	OH	B7	
AP00341381	711293	PARKS, TAMRA	03/29/11	1,291 40	MW	OH	B7	
AP00341382	409788	PAT'S	03/29/11	34 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341383	702817	PATE ENGINEERS INC	03/29/11	30,469 30	MW	OH		
AP00341384	705136	PENINSULA SANITATION SERVICE	03/29/11	310 00	MW	OH		
AP00341385	163485	PITNEY BOWES	03/29/11	614 00	MW	OH		
AP00341386	712275	Q C LABORATORIES INC	03/29/11	3,216 00	MW	OH		
AP00341387	705753	QUINTANILLA, DONNIE	03/29/11	1,523 50	MW	OH	B7	
AP00341388	712396	RENEGADE FIRE SYSTEM LLC	03/29/11	11,518 75	MW	OH		
AP00341389	704853	ROSS	03/29/11	753 31	MW	OH		
AP00341390	710577	RUSSELL, GREG	03/29/11	6,655 17	MW	OH	B7	
AP00341391	403785	SAENZ, ALVIN N	03/29/11	422 50	MW	OH	B7	
AP00341392	713219	SAUL MINEROFF ELECTRONICS INC	03/29/11	54 00	MW	OH		
AP00341393	196105	SCHINDLER ELEVATOR CORP	03/29/11	9,350 43	MW	OH		
AP00341394	701888	SCOTT, SHELBY	03/29/11	1,892 50	MW	OH	B7	
AP00341395	711834	SEARS & BENNETT LLP	03/29/11	1,137 50	MW	OH	B7	
AP00341396	192146	SEASIDE ENTERPRISES INC	03/29/11	276 48	MW	OH		
AP00341397	430754	SMITH, JAMES DENNIS	03/29/11	910 00	MW	OH	B7	
AP00341398	710912	SORENSON FORENSICS LLC	03/29/11	6,000 00	MW	OH	B7	
AP00341399	705477	SOUTHEAST FIRE PROTECTION LP	03/29/11	80,085 00	MW	OH		
AP00341400	713129	SOUTHWEST T & I INC	03/29/11	304 50	MW	OH		
AP00341401	711802	SPARKS LAW FIRM, THE	03/29/11	65 00	MW	OH	B7	
AP00341402	707542	SPRINT SPECTRUM LP	03/29/11	768 17	MW	OH		
AP00341403	405006	STATE OF TEXAS	03/29/11	253 00	MW	OH		
AP00341404	194514	STEVENS, MARK W	03/29/11	532 00	MW	OH	B7	
AP00341405	404828	STEWART TITLE CO	03/29/11	175 00	MW	OH		
AP00341406	709091	STICKLER, TOMMY JAMES	03/29/11	1,765 40	MW	OH	B7	
AP00341407	710406	STRAUSS, LISA SHAPIRO	03/29/11	520 00	MW	OH	B7	
AP00341408	702839	SUHLER, DAVID	03/29/11	1,695 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341409	713229	SULLIVAN, MISTY	03/29/11	44 20	MW	OH		
AP00341410	712040	SUMMERLIN PLLC, ROBERT E	03/29/11	4,923 75	MW	OH	B7	
AP00341411	405722	SUN COAST RESOURCES INC	03/29/11	25,496 79	MW	OH		
AP00341412	712319	SUPER SKY PRODUCTS INC	03/29/11	1,425 00	MW	OH		
AP00341413	707246	TALLOW BRIAR SUNSET LP	03/29/11	100 00	MW	OH	RE	
AP00341414	410529	TAYLOR, ANGELA M	03/29/11	796 25	MW	OH	B7	
AP00341415	404521	TEXAS GUARDIANSHIP ASSOCIATIO	03/29/11	170 00	MW	OH		
AP00341416	202267	TEXAS PARKS AND WILDLIFE DEPT	03/29/11	211 50	MW	OH		
AP00341417	202267	TEXAS PARKS AND WILDLIFE DEPT	03/29/11	1 70	MW	OH		
AP00341418	202267	TEXAS PARKS AND WILDLIFE DEPT	03/29/11	218 45	MW	OH		
AP00341419	406578	TEXAS STATE UNIVERSITY SAN MA	03/29/11	400 00	MW	OH		
AP00341420	707872	THOMAS W MCQUAGE PC	03/29/11	34,843 42	MW	OH		
AP00341421	705373	TOM-MAC INC	03/29/11	25,056 25	MW	OH		
AP00341422	704696	TOMMIE VAUGHN MOTORS INC	03/29/11	50,276 00	MW	OH		
AP00341423	700583	TORRES, ROBERTO	03/29/11	357 50	MW	OH	B7	
AP00341424	712320	TOTAL CABINETS	03/29/11	21,604 90	MW	OH		
AP00341425	705465	TREADWELL ELECTRIC CONTRACTOR	03/29/11	119,870 25	MW	OH		
AP00341426	204479	TREASURE ISLAND TROPHIES	03/29/11	250 00	MW	OH		
AP00341427	711566	TREVINO, ISMAEL	03/29/11	950 00	MW	OH	B7	
AP00341428	204149	TRUSCOTT, HELEN STEWART	03/29/11	272 50	MW	OH	B7	
AP00341429	703929	TXU ENERGY RETAIL COMPANY LP	03/29/11	395 59	MW	OH		
AP00341430	705306	UNBEHAGEN, O C	03/29/11	6,666 66	MW	OH	B7	
AP00341431	408270	UNDERWOOD, OLEN	03/29/11	10 00	MW	OH	EX	
AP00341432	408270	UNDERWOOD, OLEN	03/29/11	538 56	MW	OH	B7	
AP00341433	408270	UNDERWOOD, OLEN	03/29/11	89 60	MW	OH	EX	
AP00341434	712314	URBAN CONCRETE CONTRACTORS LT	03/29/11	44,137 16	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00341435	709761	USA MOBILITY WIRELESS INC	03/29/11	233 65	MW	OH		
AP00341436	710733	VAN SCOYOC ASSOCIATES INC	03/29/11	3 825 00	MW	OH		
AP00341437	402963	WASTE MANAGEMENT INC	03/29/11	62 02	MW	OH		
AP00341438	701533	WEST PUBLISHING CORPORATION	03/29/11	16,836 55	MW	OH		
AP00341439	711403	WRIGHT, ANDREW A	03/29/11	449 94	MW	OH	B7	
AP00341440	401705	WW GRAINGER INC	03/29/11	221 96	MW	OH		
AP00341441	712998	ZENDEH DEL AND ASSOCIATES PLL	03/29/11	950 00	MW	OH	B7	
AP00341442	712998	ZENDEH DEL AND ASSOCIATES PLL	03/29/11	292 50	MW	OH	B7	
AP00341443	711209	ZOLL, ERIKA SUSAN	03/29/11	1,087 20	MW	OH	B7	
AP00341444	709155	ZURI INVESTIGATIONS & ATTORNE	03/29/11	599 67	MW	OH	B7	

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	4012,722 87	Number of Checks Processed	244
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	4012,722 87		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000151	404603	BAKER, STEPHEN W	03/29/11	7,396 00	CX	OH	B7	
FT00000152	161059	BOB PAGAN FORD INC	03/29/11	818 41	CX	OH		
FT00000153	071118	GALVESTON NEWSPAPERS INC	03/29/11	142 50	CX	OH		
FT00000154	403006	KEYWORTHS HARDWARE INC	03/29/11	100 91	CX	OH		
FT00000155	705097	LONE STAR UNIFORMS INC	03/29/11	544 00	CX	OH		
FT00000156	709070	SCHWAB-RADCLIFFE SUZANNE	03/29/11	3,198 17	CX	OH	B7	

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	12,199 99	Number of Checks Processed	6
S U B T O T A L	12,199 99		

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 0
		Total Void Hand Written		0 00				Number of Checks Processed 0
		Total Machine Written		4012,722 87				Number of Checks Processed 244
		Total Hand Written		0 00				Number of Checks Processed 0
		Total Reversals		0 00				Number of Checks Processed 0
		Total Cancelled		12,199 99				Number of Checks Processed 6
		G R A N D T O T A L		4024,922 86				

AGENDA ITEM #4b

Chapman, Brandy

From. Friedsam, Sylvia

Sent· Friday, March 25, 2011 12 47 PM

To· Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken, Chapman, Brandy, Ross, Mae, Mabry, Celia-Frances, Gilliam, Cindy, Dover, Suzie, Grady, Patricia

Subject· Supplemental Payroll biweekly #6

Importance: High

It was not necessary to issue a Supplemental Payroll for Biweekly #6 as listed on the consent agenda for our Commissioner's Court meeting of 3/29/2011.

Thanks!

Sylvia Friedsam
Payroll Audit Manager
County Auditor's Office
Galveston County
722 Moody
Galveston Texas 77550
409-770-5311
409-765-3252 (fax)

AGENDA ITEM #4c

GALVESTON COUNTY, TEXAS

CONDENSED CONDITION OF FUNDS STATEMENT
AT December 31, 2010 (in 000's)

	Annually-Budgeted Funds		All Other
	General Fund	Other Funds	Funds
Assets and Other Debits			
Cash and Equivalents	$ 30,042	$ 71,350	$ 152,743
Investments	-	7,378	-
Receivables Net	75 485	23,904	8 749
Capital Assets	-	-	253,466
Other Assets	5,921	1 965	141,611
Other Debits	-	-	358,283
Total Assets and Other Debits	$ 111 448	$ 104,597	$ 914,853
Liabilities Equity and Other Credits			
Liabilities			
Accounts and Other Payables	$ 1,151	$ 3,459	$ 13,736
Other Liabilities	11,405	4,088	14,792
Payable - Restricted Assets	479	17 449	343
Bonds and Long-Term Payables	-	-	358,283
Total Liabilities	13,035	24,996	387,154
Equity	98,413	79,601	132,741
Other Credits	-	-	394,958
Total Liabilities, Equity and Other Credits	$ 111,448	$ 104,597	$ 914,853

CONDENSED BUDGET STATEMENT
AT December 31, 2010 (in 000's)

	Annually-Budgeted Funds				All Other
	General Fund		Other Funds		Funds
	Budget	Actuals	Budget	Actuals	Actuals
Revenues and Sources	$ 111,225	$ 93,239	$ 64,506	$ 38,384	$ 21,947
Expenditures and Uses	134,288	25,529	116,418	9,554	30,077
Net	(23,063)	67,710	(51,912)	28,830	(8,130)
Equity & Other Credits, Beginning of Year	30,703	30,703	50,772	50,772	535,829
Residual Equity Transfers In	-	-	-	-	-
Residual Equity Transfers Out	-	-	-	-	-
Equity & Other Credits, End of Year	$ 7,640	$ 98,413	$ (1,140)	$ 79 601	$ 527,699

Amounts are expressed in thousands of dollars

This data is unaudited and is presented pursuant to Texas Local Government Code §114 023

Cliff Billingsley, CPA, Galveston County Auditor, P O Box 1418, Galveston, Texas 77553-1418

Detailed financial information is available on our Internet web site

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

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

Chapman, Brandy

From: Paz, Jocelyn
Sent: Wednesday, March 16, 2011 4 42 PM
To: Andree, Debbie, Billingsley, Cliff, Black, Susan, Chapa, Ron, Chapman, Brandy, Cherry, Jane, Clark, Ken, Cox, Lonnie, Criss, Susan, Doyle, Patrick, Ellisor, John, Garner, David, Gilliam, Cindy, Holmes, Stephen, O'Brien, Kevin, Mallia, Wayne, Manning, Diane, Modzelewski, Jeff, Ortiz, Mindi, Sanchez, John, Seidl-Smith, Katherine, Shelby, Ronald, Stringer, Troy, Sullivan, Dwight, Trevino, Rosemary, Walsh, Kevin, Henry, Mark, Yarbrough, Jan, Yearnd, Denise, Allison, Michael, Barnett, Diana, ", 'louispaulsjr@sbcglobal net", 'maryp@friendswood lib tx us", 'steve murray@fitchratings com'
Subject: FW December 2010 Monthly Report

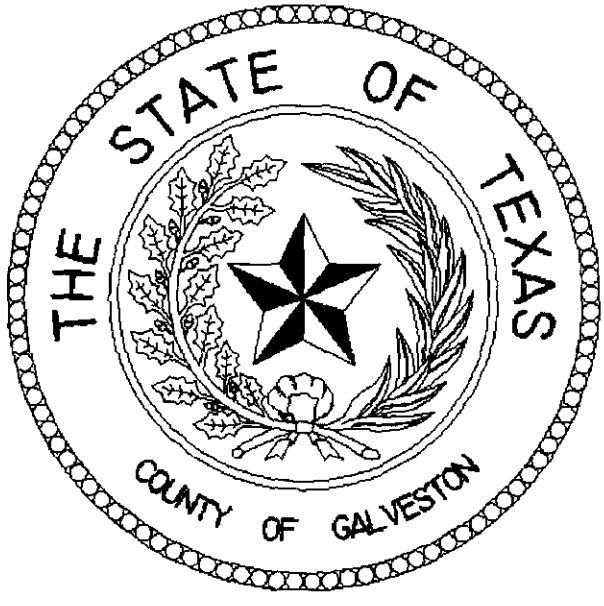
Please note the attached monthly unaudited report for December 2010 Let me know if there are any questions Thank you

December 2010
Monthly pdf (971

GALVESTON COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

December 31, 2010



Prepared By
County Auditor's Office

Cliff Billingsley, C.P.A
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

MEMBERS OF GOVERNMENT FINANCE OFFICERS ASSOCIATION OF THE UNITED STATES AND CANADA
THIS REPORT IS AVAILABLE ON THE INTERNET http //www co galveston tx us/auditor/auditorsoffice/

GALVESTON COUNTY, TEXAS
UNAUDITED MONTHLY FINANCIAL REPORT
December 31, 2010
TABLE OF CONTENTS

DESCRIPTION	PAGE NUMBER
County Auditor's Letter of Transmittal	I
Financial Statements·	
• Combined Balance Sheet – All Fund Types	8 – 11
• Combined Statement of Revenues, Expenditures And Changes in Fund Balance / Equity	12 – 13
• General Fund Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual	14
• Internal Service Funds – Combining Statement of Revenues, Expenditures And Changes in Fund Net Assets – Budget and Actual	15 – 16
Schedules.	
• Schedule of Long Term Bonds and Certificates of Obligation	19
• Combined Statement of Cash Receipts and Disbursements As of December 31, 2010	20 – 23
• Schedule of Operating Transfers	24 – 26
Budget Status:	
• General Fund by Department	28 – 31
• All Other County Funds	32 – 33

- ***Footnotes*** Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals Some revenues and expenditures may not be included in the monthly report totals as these amounts did not meet the deadline for month-end reporting

This page left intentionally blank

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

March 16, 2011

The Honorable District Judges and the Honorable Members of the Commissioners' Court:

The unaudited and unadjusted financial report of Galveston County, Texas, for the month ended December 31, 2010, is hereby submitted as required by Local Governmental Code §114 023 and §114 025

This report is presented in three sections, namely Financial Statements, Schedules and Budget Status

Although this report is self explanatory, please do not hesitate to call the County Auditor's office for more information at (409) 770-5304 This report can be seen on the Internet at ***http://www.co.galveston.tx.us/auditor/auditorsoffice/***

Respectfully submitted,

Cliff Billingsley, C.P.A.
County Auditor

This page left intentionally blank

FINANCIAL STATEMENTS

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
12/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	GOVRNMNTL FUND TYPES				PROPRTRY FUND TYPES	FIDUCIARY FUND TYPES	ACCOUNT GROUPS	
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	INTERNAL SERVICE	AGENCY	CAPITAL ASSETS	GENERAL LONG-TERM DEBT
ASSETS AND OTHER DEBITS								
Cash and Investments								
Cash and Cash Equivalents	30,042,411	58,983,887	17,939,024	129910,557	6,797,941	10,461,908	0	0
Investments	0	0	0	0	0	7,377,656	0	0
Receivables (Net of Allowances for Uncollectibles)								
Interest	0	0	0	0	0	0	0	0
Taxes (Note 1)	71,058,970	3,371,271	20,230,867	0	0	0	0	0
Accounts	4,293,506	4,456,534	0	4,351,518	9,688	25,194	0	0
Other	168,765	185,087	9,094	0	8	13,919	0	0
Due From Other Funds	5,884,658	266,466	0	0	48,361	0	0	0
Inventory at Cost	0	630,056	0	0	0	0	0	0
Prepaid Expenditures	0	4,378	0	0	218,885	0	0	0
Restricted Assets								
Cash and Cash Equivalents	0	2,305	0	0	0	0	0	0
Guardianship Assets	0	0	0	0	0	914,304	0	0
Capital Assets								
Land	0	0	0	0	0	0	27,822,267	0
Infrastructure	0	0	0	0	0	0	141492,104	0
Buildings	0	0	0	0	0	0	188271,012	0
Improvements Other Than Bldgs	0	0	0	0	0	0	1,321,254	0
Equipment	0	0	0	0	0	0	32,502,545	0
Construction in Progress	0	0	0	0	0	0	3,548,894	0
Amount Avail - Debt Serv Funds	0	0	0	0	0	0	0	35,557,411
Amount to be Provided For								
Retirement of Gen L-T Debt	0	0	0	0	0	0	0	318,351,012
Compensated Absences	0	0	0	0	0	0	0	4,374,619
TTL ASSETS & OTHER DEBITS	111448,310	67,899,983	38,178,985	134262,075	7,074,883	18,792,981	394958,075	358,283,041

Note 1 "Receivables - Taxes" includes amounts both current and delinquent that remain to be collected

Note 2 "Undistr Taxes" (if any) is recent collections

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
12/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
ASSETS AND OTHER DEBITS		
Cash and Investments		
Cash and Cash Equivalents	254,135,728	253,013,807
Investments	7,377,656	33,779,314
Receivables (Net of Allowances for Uncollectibles)		
Interest	0	0
Taxes (Note 1)	94,661,108	93,066,756
Accounts	13,136,439	16,553,447
Other	376,871	342,834
Due From Other Funds	6,199,485	22,463,868
Inventory at Cost	630,056	621,726
Prepaid Expenditures	223,263	204,191
Restricted Assets		
Cash and Cash Equivalents	2,305	2,217
Guardianship Assets	914,304	1,577,088
Capital Assets		
Land	27,822,267	27,822,267
Infrastructure	141,492,104	141,492,104
Buildings	188,271,012	188,271,012
Improvements Other Than Bldgs	1,321,254	1,321,254
Equipment	32,502,545	32,502,545
Construction in Progress	3,548,894	3,548,894
Amount Avail - Debt Serv Funds	35,557,411	31,460,351
Amount to be Provided For		
Retirement of Gen L-T Debt	318,351,012	332,858,071
Compensated Absences	4,374,619	4,307,965
TTL ASSETS & OTHER DEBITS	1130898,332	1185209,711

Note 1 "Receivables - Taxes" includes amounts both current and delinquent that remain to be collected

Note 2 "Undistr Taxes" (if any) is recent collections

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
12/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	GOVRNMNTL FUND TYPES				PROPRTRY FUND TYPES	FIDUCIARY FUND TYPES	ACCOUNT GROUPS	
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	INTERNAL SERVICE	AGENCY	CAPITAL ASSETS	GENERAL LONG-TERM DEBT
LIABILITIES, EQUITY AND OTHER CREDITS								
Liabilities								
Accounts Payable	1,147,040	4,966,302	0	509,892	1,706	31,673	0	0
Compensated Absences Payable	0	0	0	0	0	0	0	0
Retainage Payable	3,656	7,446,830	0	957,577	0	0	0	0
Est Liab-Claims/Jdgmts Pyble	0	10,726	520,509	0	2,749,500	0	0	0
Due to Others	646,322	392,347	78,164	59	0	1,314,825	0	0
Payable From Restr. Assets								
Due to Other Entities	0	0	0	0	0	15,306,497	0	0
Escrow Deposits/Deposits Held	479,237	375,764	0	0	0	2,109,249	0	0
Due to Other Funds	262,141	5,907,071	0	0	0	30,736	0	0
Deferred Revenues (Note 3)	10,496,804	9,033,756	2,022,901	100,000	0	0	0	0
Bonds/Other Long-Term Payables	0	0	0	0	0	0	0	358,283,041
Total Liabilities	13,035,199	28,132,796	2,621,574	1,567,527	2,751,206	18,792,981	0	358,283,041
Equity and Other Credits								
Investment in Gen Fixed Assets	0	0	0	0	0	0	394958,075	0
Net Assets - Restricted	0	0	0	0	201,917	0	0	0
Net Assets - Unrestricted	0	0	0	0	4,126,259	0	0	0
Fund Balances								
Reserved·								
Encumbrances	568,944	61,847	0	36,977,391	0	0	0	0
Inventory	0	630,056	0	0	0	0	0	0
Prepaid Expenditures	0	0	0	0	0	0	0	0
Outstanding Checks	0	2,120	0	0	0	0	0	0
Debt Service	0	0	35,557,411	0	0	0	0	0
Unreserved								
Designated	6,404,394	10,794,395	0	95,717,156	0	0	0	0
Undesignated	91,439,773	28,278,768	0	0	(4,500)	0	0	0
Ttl Equity & Other Credits	98,413,111	39,767,186	35,557,411	132694,548	4,323,677	0	394958,075	0
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	111448,310	67,899,983	38,178,985	134262,075	7,074,883	18,792,981	394958,075	358,283,041

Note 3 "Deferred Revenues" includes taxes receivable, a Mainland Center Hospital judgment, and miscellaneous revenues

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
12/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
LIABILITIES, EQUITY AND OTHER CREDITS		
Liabilities		
Accounts Payable	6,656,613	4,048,511
Compensated Absences Payable	0	9,439
Retainage Payable	8,408,062	5,633,032
Est Liab-Claims/Jdgmts Pyble	3,280,735	3,278,348
Due to Others	2,431,717	3,422,384
Payable From Restr Assets		
Due to Other Entities	15,306,497	16,459,035
Escrow Deposits/Deposits Held	2,964,249	3,495,840
Due to Other Funds	6,199,948	22,463,868
Deferred Revenues (Note 3)	21,653,461	17,153,556
Bonds/Other Long-Term Payables	358,283,041	368,626,387
Total Liabilities	425,184,324	444,590,399
Equity and Other Credits		
Investment in Gen Fixed Assets	394,958,075	394,958,075
Net Assets - Restricted	201,917	144,505
Net Assets - Unrestricted	4,126,259	4,255,024
Fund Balances		
Reserved		
Encumbrances	37,608,183	9,292,992
Inventory	630,056	617,722
Prepaid Expenditures	0	0
Outstanding Checks	2,120	32,195
Debt Service	35,557,411	31,460,351
Unreserved		
Designated	112,915,945	165,496,487
Undesignated	119,714,041	134,361,959
Ttl Equity & Other Credits	705,714,007	740,619,311
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	1130898,332	1185209,711

Note 3 "Deferred Revenues" includes taxes receivable, a Mainland Center Hospital judgment, and miscellaneous revenues

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES
YEAR TO DATE AT 12/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Unaudited)

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTALS (MEMO. ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
REVENUES						
Taxes (Note 4)	$88,727,408	$4,050,576	$26,576,069	$0	$119,354,053	$117,907,946
Licenses and Permits	201	511,791	0	0	511,992	527,837
Intergovernmental	988,988	14,915,459	0	5,264,736	21,169,183	4,194,491
Charges for Services	1,465,436	594,322	0	0	2,059,758	1,975,387
Fines and Forfeitures	520,045	163,496	0	0	683,541	742,743
Investment Revenue	334,809	54,652	29,794	99,160	518,415	645,378
Other	955,395	11,771	0	0	967,167	1,004,748
TOTAL REVENUES	92,992,282	20,302,068	26,605,863	5,363,896	145,264,109	126,998,530
EXPENDITURES						
Current Operating						
General Government	10,356,937	1,034,424	0	68,049	11,459,410	11,082,335
Public Safety	7,952,571	18,057,180	0	0	26,009,751	10,100,204
Sanitation	0	0	0	0	0	0
Health and Social Services	930,860	689,008	0	0	1,619,868	2,039,407
Culture and Recreation	536,126	99,572	0	0	635,698	559,570
Conservation	93,913	0	0	0	93,913	100,998
Roads, Bridges, Right-of-Way	0	1,450,161	0	0	1,450,161	252,142
Capital Outlay	66,288	1,903,159	0	10,758,759	12,728,205	5,255,375
Bond Issuance Costs	0	0	0	0	0	0
Debt Service						
Principal	0	0	0	0	0	0
Interest and Fiscal Charges	0	0	2,547	0	2,547	1,547
Advance Refunding Escrow	0	0	0	0	0	0
TOTAL EXPENDITURES	19,936,694	23,233,503	2,547	10,826,808	53,999,551	29,391,576
Excess (Deficiency) of Revenues Over (Under) Expenditures	73,055,588	(2,931,435)	26,603,316	(5,462,912)	91,264,557	97,606,954
OTHER FINANCING SOURCES (USES)						
Operating Transfers In	236,850	2,013,200	0	1,705,702	3,955,752	2,113,100
Operating Transfers Out	(4,031,402)	(607,350)	0	0	(4,638,752)	(2,767,475)
Op Trsfrs Out-Component Unit	(1,502,035)	0	0	0	(1,502,035)	(1,699,341)
Bond Discount	0	0	0	0	0	0
Loan Proceeds	0	0	0	0	0	0
Sale of Capital Assets	10,045	220	0	0	10,265	5,056
Face Value-LongTerm Debt Issue	0	0	0	0	0	0
Premium-Long Term Debt Issued	0	0	0	0	0	0
Reserves and Other	(58,552)	0	0	0	(58,552)	(25,183)
TTL OTHR FINCING SRCS (USES)	(5,345,093)	1,406,070	0	1,705,702	(2,233,321)	(2,373,843)

(Continued)

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES
YEAR TO DATE AT 12/31/2010
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Unaudited)

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	67,710,495	(1,525,365)	26,603,316	(3,757,210)	89,031,236	95,233,111
FUND BALANCES BEGINNING OF YEAR	30,702,616	41,292,551	8,954,094	136,451,758	217,401,019	246,028,596
Residual Equity Transfers In	0	0	0	0	0	0
Residual Equity Transfers Out	0	0	0	0	0	0
FUND BALANCES, END OF YEAR	$98,413,111	$39,767,186	$35,557,411	$132,694,548	$306,432,255	$341,261,706

Note 4 "Taxes" is primarily current and delinquent taxes with penalties and interest received to date. Tax revenues were estimated based on prior year actual collections

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
Year to Date at December 31, 2010
With Actual Amounts for the Year to Date at December 31, 2009
(UNAUDITED)

	FY 2011			
	Budget	**Actual**	**Variance Favorable (Unfavorable)**	**FY 2010 Actual**
REVENUES				
Taxes	$ 88,951,429	$ 88,727,408	$ (224,021)	$ 95,908,197
Licenses and Permits	74 000	201	(73,799)	12,893
Intergovernmental	5,740,825	988,988	(4,751,837)	774,165
Charges for Services	6,985,125	1,465,436	(5,519 689)	1,442,357
Fines and Forfeitures	2,553,600	520,045	(2,033,555)	576,523
Investment	1,451 000	334,809	(1,116,191)	294,879
Miscellaneous	4,390,330	955,395	(3,434,935)	603,140
TOTAL REVENUES	110,146,309	92,992,282	(17,154 027)	99,612,155
EXPENDITURES				
Current Operating				
General Government	52,044,560	10,356 937	41,687,623	10,606,191
Public Safety	34 665,588	7,952,571	26,713,017	7,741,696
Health and Social Services	5,124 800	930,860	4,193,940	835,530
Culture and Recreation	2,848,230	536,126	2 312,104	505 254
Conservation	484 700	93,913	390,787	100,998
Capital Outlay	1,350,916	66,288	1,284,628	87,345
TOTAL EXPENDITURES	96,518,794	19,936,694	76,582,100	19 877,014
Excess (Deficiency) of Revenues Over (Under) Expenditures	13 627,515	73,055,588	59,428,072	79,735,141
OTHER FINANCING SOURCES (USES)				
Transfers In	957,200	236,850	(720,350)	417,350
Transfers Out	(16,093,908)	(4,031,402)	12,062,506	(1,808 250)
Transfers Out Component Unit	(6,234,200)	(1,502 035)	4,732,165	(1,699,341)
Sale of Capital Assets	121,000	10,045	(110,955)	3,900
Loan Proceeds	-	-	-	-
Reserves and Other	(15,440,992)	(58,552)	15,382,440	(25 183)
TOTAL OTHER FIN SOURCES (USES)	(36,690,900)	(5,345 093)	31 345,806	(3,111,524)
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	(23 063,385)	67,710,495	90,773 878	76,623 617
Fund Balance, Beginning of Year	30,702,616	30 702,616	-	29,861,707
Fund Balance, End of Year	$ 7,639,231	$ 98,413,111	$ 90,773,878	$ 106,485,324

GALVESTON COUNTY, TEXAS
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND NET ASSETS - BUDGET AND ACTUAL
Year to Date at December 31, 2010
With Actual Amounts for the Year to Date at December 31 2009
(UNAUDITED)

	GROUP INSURANCE FUND				WORKERS' COMPENSATION FUND				SELF INSURANCE RESERVE FUND			
	FY 2011				FY 2011				FY 2011			
	Budget	Actual	Variance Favorable (Unfavorable)	FY 2010 Actual	Budget	Actual	Variance Favorable (Unfavorable)	FY 2010 Actual	Budget	Actual	Variance Favorable (Unfavorable)	FY 2010 Actual
REVENUES												
Charges for Services	$ 10,784 300	$ 2 948 750	$ (7 835 550)	$ 2,749 962	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance Recovery - County	-	-	-	-	-	-	-	-	6,000	963	(5 037)	2 000
Reimbursements	555,000	693 658	138 658	77,399	12,000	2 750	(9,250)	2 750	-	-	-	-
Miscellaneous	-	-	-	-	1,000	-	(1 000)	-	20 000	6,246	(13,754)	5,695
TOTAL REVENUES	11 339,300	3 642 408	(7,696 892)	2,827,361	13,000	2,750	(10 250)	2,750	26,000	7,209	(18,791)	7 695
EXPENDITURES												
Personal Services	-	-	-	-	-	-	-	-	175 000	23,062	151 938	60,412
Contract Services	1,826 600	249 707	1 576 893	193,681	120,000	11 688	108 312	14 108	10,000	-	10 000	-
Insurance	805,900	180 680	625 220	117,595	-	-	-	-	2 678 500	1,935 119	743 381	2 112,982
Claims Paid	9,439 000	2 404,078	7 034 922	2 969 023	174,600	156,344	18 256	216,124	-		-	-
Other Services and Charges	2 508 000		2,508 000	-	1 116 000	-	1,116 000	-	712 000	-	712 000	-
TOTAL EXPENDITURES	14 579 500	2 834 465	11 745 035	3,280,299	1 410 600	168 032	1 242 568	230 233	3 575,500	1 958 181	1,617 319	2 173 394
Net Income (Loss)	(3 240 200)	807 943	4 048 143	(452,938)	(1 397 600)	(165 282)	1,232 318	(227,483)	(3 549 500)	(1 950 973)	1 598 527	(2 165 699)
NON-OPERATING REVENUES (EXPENSES)												
Investment Income	6 000	449	(5 551)	873	400	126	(274)	85	-	-	-	-
Net Income (Loss) Before Transfers	(3 234 200)	808 392	4 042,592	(452,064)	(1,397 200)	(165 156)	1 232,044	(227 398)	(3 549 500)	(1,950 973)	1 598 527	(2 165,699)
TRANSFERS												
Transfers In	-		-	-	527 600	131 900	(395 700)	144 400	2 221 000	555 250	(1 665 750)	511 350
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-
Net Income (Loss)	(3 234 200)	808 392	4 042,592	(452 064)	(869 600)	(33 256)	836,344	(82 998)	(1 328,500)	(1 395 723)	(67 223)	(1 654,349)
TOTAL NET ASSETS - BEGINNING	2 373 398	2,373 398	-	2 995,479	914 378	914 378	-	1 336 959	1 656 488	1 656 488	-	2 256 503
TOTAL NET ASSETS - ENDING	$ (860 802)	$ 3 181 790	$ 4 042 592	$ 2,543 414	$ 44,778	$ 881 122	$ 836 344	$ 1 253 961	$ 327 988	$ 260,765	$ (67,223)	$ 602 155

GALVESTON COUNTY, TEXAS
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND NET ASSETS - BUDGET AND ACTUAL
Year to Date at December 31, 2010
With Actual Amounts for the Year to Date at December 31, 2009
(UNAUDITED)

	FY 2011		Variance	FY 2010		Variance
	TOTAL Budget	TOTAL Actual	Favorable (Unfavorable)	TOTAL Budget	TOTAL Actual	Favorable (Unfavorable)
REVENUES						
Charges for Services	$ 10 784 300	2 948 750	$ (7 835 550)	$ 11 308 800	$ 2 749 962	$ (8 558,838)
Insurance Recovery - County	6 000	963	(5 037)	10 100	2 000	(8 100)
Reimbursements	567 000	696 408	129 408	1 397,000	80 149	(1 316 851)
Miscellaneous	21,000	6,246	(14 754)	20 000	5,695	(14 305)
TOTAL REVENUES	11,378 300	3,652,367	(7,725,933)	12 735 900	2,837,806	(9,898 094)
EXPENDITURES						
Personal Services	175,000	23 062	151,938	282,810	60,412	222 398
Contract Services	1,956 600	261 395	1 695 205	1,934 600	207 789	1 726,811
Insurance	3,484 400	2,115,799	1,368 601	3 857,100	2,230 578	1 626 522
Claims Paid	9,613 600	2 560,422	7 053 178	10 519 000	3,185,146	7 333 854
Other Services and Charges	4 336 000	-	4 336 000	210 000	-	210 000
TOTAL EXPENDITURES	19 565,600	4 960 678	14 604 922	16 803 510	5,683 925	11 119 585
Net Income (Loss)	(8,187 300)	(1 308 312)	6 878,989	(4 067 610)	(2 846 119)	1 221,491
NON-OPERATING REVENUES (EXPENSES)						
Investment Income	6,400	575	(5 825)	7 500	958	(6,542)
Net Income (Loss) Before Transfers	(8 180 900)	(1 307 737)	6,873 164	(4,060,110)	(2 845 161)	1 214 949
TRANSFERS						
Transfers In	2 748 600	687 150	(2 061 450)	2 623 000	655 750	(1 967,250)
Transfers Out	-	-		-	-	-
Net Income (Loss)	(5 432 300)	(620,587)	4,811 714	(1,437 110)	(2 189 411)	(752 301)
TOTAL NET ASSETS - BEGINNING	4 944 263	4 944 263	-	6 588,941	6 588 941	-
TOTAL NET ASSETS - ENDING	$ (488 037)	$ 4,323 677	$ 4 811 714	$ 5 151 831	$ 4 399 530	$ (752 301)

SCHEDULES

This page left intentionally blank

	REMAINING INTEREST RATES	PRINCIPAL	INTEREST	ACCRETION	TOTAL
Constitutional Bonds					
Tax and Revenue Certificates 1999	5 3/5 4/5 5/5 6	$ 650,000	$ 73,923	$ -	$ 723,923
Limited Tax Justice Center Bonds 2001	4 4/5 38/5 45/5 50/ 5 57/5 60/5 62/5 63/5 65/5 66	15,202,062	155,687	27,262,938	42,620,687
Comb Tax & Revn CO 2002	4 375/4 5/4 6/4 7/4 8	2,670,000	323,751	-	2,993,751
Comb Tax & Revn CO 2002A	4 375/4 5/4 6/4 7/4 8	1,915,000	232,514	-	2,147,514
Limited Tax Forward Refunding Bonds 2003	4 0/5 0			-	-
Limited Tax Criminal Justice Bonds 2003A	4 00/4 25	5,375,000	339,956	-	5,714,956
Comb Tax & Revn CO 2003C	3 75/4 0/4 25/4 5/5 25	6,475 000	1,320,088	-	7,795,088
General Obligation '99/'01 Refunding 2004	4 00/4 25/5 00/5 25/5 50	19,450 000	3,414,863	-	22,864 863
Pass-Through Toll Revenue and Limited Tax Bonds 2007	4 125/4 25/4 375/4 5/4 625/4 75	47,905,000	26,351,397	-	74,256,397
General Obligation Refunding Bonds Series 2007	3 50/4 0/4 125/4 25/4 375/4 5	86,080,000	41,502,525	-	127,582,525
Combination Tax and Revenue Certificates of Obligation Series 2008	2 810022	4,200,000	177,031	-	4,377,031
Limited Tax County Building Bonds 2009B	1 248/1 865/2 365/3 007/3 407/3 9/4 2/4 508/4 708/5 905	45,000,000	29,791,078	-	74,791,078
Limited Tax Flood Control Bonds 2009C-1	2 0/2 5/3 0/3 5	5,785,000	977,963	-	6,762,963
Limited Tax Flood Control Bonds 2009C-2	6 205	9,215,000	8,821,623	-	18,036,623
Total Constitutional Bonds		**249,922,062**	**113,482,399**	**27,262,938**	**390,667,399**
Road Bonds					
Unlimited Tax Road Bonds 2001	4 4/5 38/5 45/5 50/ 5 57/5 60/5 62/5 63/5 65/5 66	11 421,373	116,628	20,493,628	32,031,629
Unlimited Tax Road Bonds 2003B	3 75/4 00/4 25/4 50/4 625/4 75/5	8,030,000	4,026,925	-	12,056,925
Unlimited Tax Road Refunding Bonds 2004A	3 50/3 625/4 05/4 50/5 50	9,534,988	2,597,565	740,012	12,872,565
Limited Tax Road Bonds 2009A	1 248/1 865/2 365/3 407/3 9/4 2/4 50 8/4 708/4 908/5 108/5 308/5 408/6 20 5	75,000,000	49,758,187	-	124,758,187
Total Road Bonds		**103,986,361**	**56,499,305**	**21,233,640**	**181,719,306**
Total Bonded Debt		**$ 353,908,423**	**$169,981,704**	**$ 48,496,578**	**$ 572,386,705**

FISCAL YEAR	PRINCIPAL	INTEREST	ACCRETION	TOTAL
2011	15,620,000	14,815,671	-	30,435,671
2012	16,539,988	14,289,247	740,012	31,569,247
2013	17,820,000	13,679,662	-	31,499,662
2014	17,060,000	13,001,519	-	30 061,519
2015	17,770,000	12,263,964	-	30,033,964
2016	18 580,000	11,455,798	-	30,035,798
2017	15,462,138	10,780,665	3,872,862	30,115,665
2018	15,732,087	10 238,713	4,097 913	30,068,712
2019	16,070,488	9,661,972	4,309,511	30,041,971
2020	16,584,273	9,037,359	4,525,727	30,147,359
2021	17,065,965	8,347,940	4,719,035	30,132,940
2022	17,591,822	7,611,004	4,903,178	30,106,004
2023	18 201,620	6,830,041	5,078,380	30,110,041
2024	18,855,406	5,991,020	5,244,594	30,091,020
2025	19,565 544	5,088,667	5,419,456	30,073,667
2026	20,349,092	4,131,104	5,585,909	30,066,105
2027	26,990,000	3,015,437	-	30,005,437
2028	28,275,000	1,739,458	-	30,014,458
2029	14,450,000	669,290	-	15,119,290
2030	2,600,000	191,188	-	2,791,188
2031	2,725,000	64,719	-	2,789,719
Total	**353,908,423**	**162,904,436**	**48,496,578**	**565,309,436**

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of December 31, 2010
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of December 31, 2010
1101	**TOTAL GENERAL FUND**	**$ 26,195,514**	**$ 33,999,363**	**$ 30,152,467**	**30,042,411**
2101	Cnty Records Mgt & Preservatio	121,665	58,989	69 731	110 924
2102	Co Clerk Rec Mgt & Pres Fund	2,227,992	190 635	354,675	2,063,953
2103	Election Srvs Contract Fund	1,313 698	64,710	-	1 378 408
2105	Dist Clrk Chld Support IV-D	114,710	1,829	-	116,539
2106	Distr Clerk Records Mgmt Fund	87 774	18,969	10,000	96 744
2111	Tx Assess/Coll Sp Inv Tx Fund	40,690	2,605	3,968	39,326
2121	Donations To Galveston County	870	-	-	870
2131	DA Contraband Acct Aft 10/89	57 715	1,676	13,464	45,926
2132	DA Check Collection Fees	57,025	956	-	57,981
2148	Unclaimed Property Fund	190 438	793	-	191,231
2205	Courthouse Security Fund	326,044	47 937	59,606	314,374
2211	Law Library	300,160	72,552	125,235	247 478
2212	Mediation Services Prog Fund	749,590	38,676	10 331	777,935
2215	Justice Court Technology Fund	111,520	14,499	26,250	99,769
2216	Probate Court Contributions Fd	310 059	18,544	10 762	317,841
2220	Adult Probation Fund	675,289	522,853	546,846	651,296
2230	Juvenile Justice Fund	2 100 510	1,345,554	1,114 508	2 331 556
2240	Sheriff's Commissary Fund	1,037,593	26 687	44,277	1,020,003
2242	Sheriff's Seizure Aft 10/89	297 007	16,212	10,483	302 736
2245	Task Force Seizure Pre 10/89	36,942	87	-	37,029
2246	CID Seizure After 10/89	5,919	-	-	5,919
2250	Law Enforcement Education Fund	138,593	669	3 332	135,930
2255	Constables' Seizures	3,500	-	-	3,500
2260	Emergency Management Fund	7 273,648	25,001	5,561	7 293 088
2301	Road & Bridge Fund	5,240,328	1 219 292	1,929 012	4,530,608
2303	Farm to Market Lateral Road	1,727,657	34,657	92,459	1 669 855
2341	Road District #1	566,364	96 027	155 461	506,930
2370	Flood Control Fund	2 665,764	607,760	506,856	2 766 669
2401	Public Health Fund	-	78,223	228 325	(150,102)
2410	Mosquito Control District Fund	451,924	321,051	326,121	446,854

GALVESTON COUNTY TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of December 31, 2010
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of December 31, 2010
2420	Indigent Health Care Fund	11,297,026	517,241	274,462	11 539 805
2501	Child Welfare Fund	416 723	98,057	54 463	460,317
2601	Beach & Parks Fund	903,967	169 377	164,399	908,944
2621	Galveston County Museum	19 960	238	2 271	17 927
2816	Low Inc Rpr,Retfit,Acc Veh Rpl	15,830	2 004 817	2,004 456	16,191
2817	LIRAP-Local Intiative Project	2 263	8	-	2 271
2824	Adult Probation Community	97,402	103 693	117 347	83 749
2840	Criminal Justice Div-Juvenile	4 227	6,394	27 710	(17 089)
2841	Juvenile Probation-State Aid	195 879	122,927	262 870	55,936
2842	Community Corrections	127,858	99 656	188,988	38 527
2843	ICBP Regional Grant X	23 429	20 078	27,124	16 384
2848	Juv Ist Alt Education Program	70,432	97 069	145 764	21,737
2861	Organized Crime Control Grant	1,824	-	-	1 824
2864	Auto Crimes Task Force Grant	-	227 408	129 917	97,491
2867	SCAAP Program Grant	-	89,823	19,761	70,062
2870	Texas Vine Grant	-	26,333	26 333	0
2874	Crime Victim Assistance Prog	3,621	10 127	14,464	(717)
2876	NCVRW CAP Grant	-	-	-	0
2877	Violence Against Women Act	2,991	5 555	31 463	(22,917)
2885	Children's Justice Act Proj	1 685	-	-	1,685
2891	Office of Emergency Mgt Grants	-	44 921	-	44,921
2892	State Homeland Security Grant	-	29,498	42 139	(12,641)
2893	HMGP - IKE	9,431,508	13 136,564	18 551 628	4,016,444
2911	HUD Community Developmt Grants	195,785	89 299	89 299	195,785
2914	CDBG Housing Program	-	2 549,741	1,030 966	1 518 775
2915	CDBG Infrastructure Program	369,911	-	713	369,198
2921	Senior Citizens Grant Prog	-	173,824	148 614	25 210
2961	Beach Cleaning Grant	7,646	-	-	7,646
2962	Parks/Beaches Project Grants f	-	72,877	-	72,877
2974	FY09 Recovery Act Justice Asst	-	247 774	-	247,774
2975	Just Dept Loc Law Ent Blk Grt	1,029	132 970	68,662	65,336

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of December 31, 2010
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of December 31, 2010
2976	COPS Grants Program	-	153,946	147,539	6 407
2985	Moody Foundation Grants	7	-	-	7
2993	Hurricane Ike Grants	-	88,486	-	88,486
2994	Disaster Recovery - Ike	14,981,068	1 889 040	5,235 741	11,634,367
	TOTAL SPECIAL REVENUE FUNDS	**66,403,059**	**27,035,181**	**34,454,353**	**58,983,887**
3100	County Capital Projects Fund	1,607,170	446 250	215 849	1,837,572
3101	Capital Replenishment	-	75 000	-	75,000
3120	Limited Tax Cnty Bldg Bds Sr09	35,498,033	2,319 760	4 247 926	33,569,867
3206	Comb Tax/Revenue COB Sr 2003C	1,310,935	11	2 577	1,308,370
3222	Ltd Tax Crim Jst Bds Sr 2003A	84	6	-	90
3271	Parks Dept Capital Projects	-	1 059,452	-	1,059,452
3306	Road Capital Project Fund-1987	539,152	1 118	466 708	73 562
3307	Unltd Tax Road Bonds Sr 2003B	6,165,301	728,370	1,422,829	5 470 842
3308	Unlimited Tax Rd Bds Ser 2001	1,341,489	12,293	16,067	1,337,714
3310	Pass Thru Toll Rv Lt Rv BdSr07	20,445,292	1,507,591	2,747,790	19 205,093
3312	Unltd Tax Road Bonds Sr 2009	58 619 278	20 754,907	26 461 027	52,913 158
3315	Galv Causeway RR Bridge Proj	257,931	4 343,816	6,488,198	(1,886,451)
3316	Cnty Road & Bridge Projects	111,705	399	-	112 104
3370	Ltd Tax Flood Control Bds Sr09	14,075,715	32 291	52 519	14,055,487
3373	Gal Cnty Cert of Oblig Sr 2008	4,177,483	3,401,215	6,800,000	778,698
	TOTAL CAPITAL PROJECT FUNDS	**144,149,569**	**34,682,479**	**48,921,490**	**129,910,557**
4020	Gen Oblig Refnd Bd Sr 07	1,183,633	1 176 029	3,264	2,356,398
4021	Ltd Tx Cnty Bld Bd Series 2009	827,326	1 055,564	340	1 882,550
4205	Constr/Imprv Tax/Rev COB 99	240 868	40,426	2,128	279,165
4214	Comb Tax/Rev COB Sr 2003	442,934	283 606	4 442	722,098
4215	Limited Tax Jst Cntr Bds 2001	683 830	386,373	4,003	1 066 199
4216	Lmtd Tax Criminal Jst Sr 03A	570 639	559,416	8 974	1 121 080
4230	COB 2002A Prk Rds/Prking Lots	239,376	126 784	1 060	365,100
4282	Ltd Tax Refunding Sr 2003	44,092	-	-	44 092
4284	GOblg Refunding '99-01 Bnds'04	847,977	837 155	8 646	1,676,486
4358	Pass Thru Toll Rv-Ltd TxBdSr07	539,254	454,040	39	993,256

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of December 31, 2010
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of December 31, 2010
4362	COB 2002 San Luis Pass Bridge	404,547	140,754	1,530	543,771
4368	Unlimited Tax Rd Bds Ser 2001	557,007	312,309	2 702	866 615
4369	Unlimited Tax Road Bd Sr 2003B	424,605	161 659	1,821	584,443
4370	Unlimited Tax Rd Ref Sr 2004A	367,588	218,096	1,534	584,150
4371	Unltd Tax Road Bonds Sr 2009	1,396,181	1 756 455	399	3,152,237
4390	Ltd Tx Fl Ctr BAB Sr 09C-1	129,914	282,077	274	411 717
4392	Gal Cnty Cert of Oblig Sr 2008	574,442	437,634	1 376	1,010,700
4393	Ltd Tx Fld Ctrl BAB Sr 09C-2	107,810	171,420	265	278,966
	TOTAL DEBT SERVICE FUNDS	**9,582,023**	**8,399,795**	**42,795**	**17,939,024**
6123	Group Insurance Fund	3,953,068	6 336 491	5 483 073	4,806,487
6124	Workers Compensation Fund	2,021,450	373,460	447,034	1,947,876
6130	Self Insurance Reserve Fund	1,579,735	562,822	2,098,978	43 578
	TOTAL INTERNAL SERVICE FUNDS	**7,554,253**	**7,272,773**	**8,029,085**	**6,797,941**
7601	Payroll Fund	721,650	36,999,002	36,376 108	1,344,544
7605	Escrow Fund	1,286,132	885 217	1,114,741	1,056,607
7606	Debt Service Agency Fund	36,047	-	-	36,047
7611	Tax Assess/Coll Undist Coll Fd	3,731,537	-	-	3,731,537
7621	Appellate Judicial Sys Fees Fd	50,084	10,381	-	60,465
7631	County Clerk Trust Fund	1,403,406	-	-	1,403,406
7641	District Clerk Trust Fund	2,782,393	-	-	2 782,393
7652	Inmate Trust Fund	36,687	-	-	36,687
7671	Children Prot Serv Escrow Fd	10,223	-	-	10,223
	TOTAL AGENCY FUNDS	**10.058.158**	**37,894,599**	**37,490,849**	**10,461,908**
	GRAND TOTAL	**$ 263,942,576**	**$ 149,284,191**	**159,091,039**	**254,135,728**

GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of December 31, 2010

	Transfers In	Transfers Out
PRIMARY GOVERNMENT		
General Fund		
1101 General Fund		
4912102 Transfer from County Clerk Records Management	$ 112,750	$ -
4912106 Transfer from District Clerk Management Fund	10,000	-
4912206 Transfer from Courthouse Security Fund	1,550	-
4912211 Transfer from Law Library	400	-
4912216 Transfer from Probate Court Fund	8,750	-
4912230 Transfer from Juvenile Justice	23,350	-
4912301 Transfer from Road and Bridge Fund	21,800	-
4912303 Transfer from Farm to Market	18,750	-
4912341 Transfer from Road Dist #1	25,000	-
4912370 Transfer from Flood Control	8,425	-
4912601 Transfer from Beach and Parks Fund	1 925	-
1101 General Fund		
5910008 Transfer to Four C's	-	739,500
5912101 Transfer to Records Management	-	25,000
5912230 Transfer to Juv Justice	-	1,251,700
5912260 Transfer to Emg Mgmt	-	25,000
5912401 Transfer to Public Health Reimb	-	762,535
5912420 Transfer to Indigent Healthcare	-	500,000
5912501 Transfer to Child Welfare Fnd	-	96 500
5912601 Transfer to Parks	-	115,000
5913100 Transfer to County Capital Projects Fund	-	446,250
5913120 Transfer to County Bldg Bds Sr09	-	125,000
5913271 Transfer to Beach and Parks Capital Projects Fund	-	1,059,452
5916124 Transfer to Worker's Comp Fnd	-	12,500
5916130 Transfer to Self-Insured Ins Fnd	-	375 000
Total for General Fund	232,700	5,533,437
Special Revenue Funds		
2101 Cnty Records Mgt and Pres Fund		
4911101 Transfer from General Fund	25,000	-
2230 Juvenile Justice Fnd		
4911101 Transfer from General Fund	1,251,700	-
2260 Emergency Mgmt Fnd		
4911101 Transfer from General Fund	25,000	-
2420 Indigent Health Care Fund		
4911101 Transfer from General Fund	500,000	-
2501 Child Welfare Fnd		
4911101 Transfer from General Fund	96,500	-
2601 Beach & Parks Fund		
4911101 Transfer from General Fund	115,000	-
2101 County Records Mgt and Pres Fund		
5916124 Transfer to Worker's Compensation Fund	-	375
5916130 Transfer to Self-Insured Ins Fund	-	375
2102 County Clerk Records Mgt & Pres Fund		
5911101 Transfer to General Fund	-	112,750
5916124 Transfer to Worker's Comp Fnd	-	900
5916130 Transfer to Self-Insured Ins Fnd	-	5,750
2106 District Clerk Records Management Fund		

GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of December 31, 2010

	Transfers In	Transfers Out
5911101 Transfer to General Fund	-	10,000
2205 Courthouse Security Fund		
5911101 Transfer to General Fund	-	1,550
5916124 Transfer to Worker's Comp Fnd	-	500
5916130 Transfer to Self-Insured Ins Fnd	-	500
2211 Law Library		
5911101 Transfer to General Fund	-	400
5913100 Transfer to Capital Replenishment	-	2,500
5916124 Transfer to Worker's Comp Fnd	-	150
5916130 Transfer to Self-Insured Ins Fnd	-	150
2216 Probate Court Contributions Fund		
5911101 Transfer to General Fund	-	8,750
2230 Juvenile Justice Fund		
5916124 Transfer to Worker's Comp Fnd	-	9,250
5916130 Transfer to Self-Insured Ins Fnd	-	9,250
5911101 Transfer to General Fund	-	23,350
2301 Road and Bridge Fund		
5913100 Transfer to Capital Replenishment	-	18,750
5911101 Transfer to General Fund	-	21,800
5916124 Transfer to Worker's Comp Fnd	-	91,250
5916130 Transfer to Self-Insured Ins Fnd	-	143,750
2303 Farm to Market Lateral Road		
5911101 Transfer to General Fund	-	18,750
5913100 Transfer to Capital Replenishment	-	25,000
5916124 Transfer to Worker's Comp Fnd	-	6,250
5916130 Transfer to Self-Insured Ins Fnd	-	9,750
2341 Road District #1		
5911101 Transfer to General Fund	-	25,000
5916124 Transfer to Worker's Comp Fnd	-	1,725
5916130 Transfer to Self-Insured Ins Fnd	-	1,725
2370 Flood Control Fund		
5913100 Transfer to Capital Replenishment	-	18,750
5916124 Transfer to Worker's Comp Fnd	-	6,250
5916130 Transfer to Self-Insured Ins Fnd	-	6,250
5911101 Transfer to General Fund	-	8,425
2410 Mosquito Control District Fund		
5913100 Transfer to Capital Replenishment	-	10,000
5916124 Transfer to Worker's Comp Fnd	-	2,125
5916130 Transfer to Self-Insured Ins Fnd	-	2,125
2601 Beach & Parks Fund		
5911101 Transfer to General Fund	-	1,925
5916124 Transfer to Worker's Comp Fnd	-	625
5916130 Transfer to Self-Insured Ins Fnd	-	625
Total for Special Revenue Funds	2,013,200	607,350
Capital Projects Funds		
3100 County Capital Projects Fund		
4911101 Transfer from General Fund	446,250	-
3101 Capital Replenishment		
4912211 Transfer from Law Library	2,500	-
4912301 Transfer from Road & Bridge	18,750	-
4912303 Transfer from Farm to Market	25,000	-
4912340 Transfer from Flood Control	18 750	-

GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of December 31, 2010

	Transfers In	Transfers Out
4912410 Transfer from Mosquito Control	10,000	-
3120 Limited Tax Cnty Bldg Bds Sr09		
4911101 Transfer from General Fund	125,000	-
3271 Parks Department Capital Projects		
4911101 Transfer from General Fund	1,059,452	-
Total for Capital Projects Funds	1,705,702	-
Total, Primary Government	3,951,602	6,140,787
Internal Service Funds		
6124 Worker's Comp Fnd		
4911101 Transfer from General Fnd	12,500	-
4912101 Transfer from Records Management	375	-
4912102 Transfer from Cnty Clerk Records Mgmt	900	-
4912205 Transfer from Courthouse Security	500	-
4912211 Transfer from Law Library	150	-
4912230 Transfer from Juvenile Justice	9,250	-
4912301 Transfer from Road & Bridge Fnd	91,250	-
4912303 Transfer from Farm to Market	6,250	-
4912341 Transfer from Road Dist #1	1,725	-
4912370 Transfer from Flood Control	6,250	-
4912410 Transfer from Mosquito Control	2,125	-
4912601 Transfer from Beach & Parks Fund	625	-
6130 Self Insurance Reserve Fnd		
4911101 Transfer from General Fnd	375,000	-
4912101 Transfer from Records Management	375	-
4912102 Transfer from Cnty Clerk Records Mgmt	5,750	-
4912205 Transfer from Courthouse Security	500	-
4912211 Transfer from Law Library	150	-
4912230 Transfer from Juvenile Justice	9,250	-
4912301 Transfer from Road & Bridge Fnd	143,750	-
4912303 Transfer from Farm to Market	9,750	-
4912341 Transfer from Road Dist #1	1,725	-
4912370 Transfer from Flood Control	6,250	-
4912410 Transfer from Mosquito Control	2,125	-
4912601 Transfer from Beach & Parks Fund	625	-
Total, Internal Service Funds	687,150	-
COMPONENT UNIT - PUBLIC HEALTH		
4911101 Transfer from General Fund	1,502,035	-
Total, Component Unit - Public Health	1,502,035	-
GRAND TOTAL	**$ 6,140,787**	**$ 6,140,787**

BUDGET STATUS

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
12/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO-DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
General Government								
General Administration								
110000 General Government	$5,037,100	$162,500	$(456,294)	$4,743,306	$360,418	$685,050	$1,162,031	$2,896,225
111000 County Judge	319,500	0	7,939	327,439	26,526	74,599	0	252,840
111100 Commissioners' Court	0	0	3,900	3,900	0	0	0	3,900
111101 Cnty Commissioner-Pct 1	185,200	0	2,400	187,600	14,803	42,682	0	144,918
111102 Cnty Commissioner-Pct 2	185,200	0	2,400	187,600	14,805	42,687	0	144,913
111103 Cnty Commissioner-Pct 3	182,600	0	2,400	185,000	15,232	42,739	0	142,261
111104 Cnty Commissioner-Pct 4	182,900	0	9,300	192,200	14,613	42,120	0	150,080
114000 County Clerk	2,138,600	0	31,230	2,169,830	164,323	465,023	6,240	1,698,567
114030 Election Expense	760,100	0	2,570	762,670	31,256	332,540	116,177	313,953
117500 War Veteran Service Off	99,700	0	1,200	100,900	7,987	21,885	431	78,584
117600 Bail Bond Board	700	0	0	700	0	0	0	700
Total General Administration	9,091,600	162,500	(392,955)	8,861,145	649,962	1,749,325	1,284,879	5,826,941
District Courts								
121000 District Courts	2,973,400	0	15,900	2,989,300	364,987	538,854	178,995	2,271,451
121100 10th District Court	178,400	0	2,400	180,800	14,628	42,117	0	138,683
121200 56th District Court	165,800	0	2,200	168,000	13,895	39,103	0	128,897
121300 122nd District Court	214,400	0	2,900	217,300	21,880	55,633	0	161,667
121400 212th District Court	163,300	0	2,200	165,500	14,874	39,744	0	125,756
121500 306th District Court	175,300	0	2,400	177,700	14,459	41,115	0	136,585
121600 405th District Court	178,400	0	2,400	180,800	15,185	42,181	0	138,619
Total District Courts	4,049,000	0	30,400	4,079,400	459,907	798,746	178,995	3,101,659
County Courts								
122100 County Court #1	514,800	0	(22,200)	492,600	38,270	104,533	0	388,067
122200 County Court #2	502,400	0	(23,100)	479,300	36,506	94,843	1,140	383,317
122300 Probate Court	659,700	0	7,000	666,700	46,398	136,422	6,914	523,364
122400 County Court #3	470,000	0	4,600	474,600	33,725	105,303	0	369,297
Total County Courts	2,146,900	0	(33,700)	2,113,200	154,899	441,100	8,054	1,664,045
Justice Courts								
123110 Justice Court Pct #1	171,900	0	27,700	199,600	15,534	44,437	587	154,576
123200 Justice Court Pct #2	166,500	0	2,200	168,700	13,557	38,597	0	130,103
123300 Justice Court Pct #3	278,000	0	3,500	281,500	21,338	62,283	0	219,217
123400 Justice Court Pct #4	290,400	0	3,800	294,200	23,593	67,065	0	227,135
123500 Justice Court Pct #5	253,900	0	3,300	257,200	20,874	59,435	0	197,765
123600 Justice Court Pct #6	318,400	0	4,100	322,500	26,304	74,369	0	248,131
123700 Justice Court Pct #7	251,300	0	3,200	254,500	20,608	57,954	426	196,120
123800 Justice Court Pct #8	200,100	0	2,300	202,400	16,228	49,122	18,541	134,736
123900 Justice Court Pct #9	242,200	0	3,100	245,300	16,672	47,300	0	198,000
Total Justice Courts	2,172,700	0	53,200	2,225,900	174,709	500,564	19,554	1,705,782

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
12/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARR/FRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO-DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
Financial Admin /Other								
125100 Jury and Trial Expense	74,500	0	400	74,900	7,349	13,376	81	61,443
126100 District Clerk	3,604,700	18,700	336,655	3,960,055	223,899	651,134	16,215	3,292,707
127100 District Attorney	5,516,200	0	74,380	5,590,580	421,093	1,215,385	3,041	4,372,154
128100 Pre-Trial Release	381,800	0	4,900	386,700	32,181	90,046	0	296,654
151300 County Auditor	2,455,700	0	48,400	2,504,100	196,088	556,347	11,511	1,936,243
151400 Professional Services	381,700	0	5,200	386,900	28,744	84,258	0	302,642
151480 Prof Svcs - Rd Dist #1	325,200	0	4,000	329,200	25,097	71,300	0	257,900
151500 Tax Assessor-Collector	2,544,900	0	43,700	2,588,600	192,730	543,054	9,928	2,035,618
151600 County Treasurer	494,700	0	6,100	500,800	38,425	105,844	0	394,956
151800 Purchasing Agent	510,400	0	51,200	561,600	45,417	126,135	5,812	429,653
153000 Legal Department	642,100	0	8,800	650,900	52,104	148,975	0	501,925
153020 Trial Expense	187,200	0	0	187,200	5,583	6,261	0	180,939
155000 Human Resources	404,600	0	7,100	411,700	25,837	91,152	0	320,548
159100 Information Technology	8,484,400	0	48,900	8,533,300	410,227	1,808,173	1,190,944	5,534,183
170100 Facilities Services	6,528,700	0	10,681	6,539,381	405,421	1,122,842	3,488,654	1,927,885
Maintenance/Repair of -								
Combined Services for -								
172111 Galveston	815,600	0	0	815,600	58,133	97,859	492,627	225,113
190100 County Engineer	701,600	1,612	40,187	743,399	49,822	135,061	47,426	560,912
Total Financial Admin /Other	34,054,000	20,312	690,603	34,764,915	2,218,151	6,867,202	5,266,238	22,631,475
Total General Government	51,514,200	182,812	347,548	52,044,560	3,657,629	10,356,937	6,757,720	34,929,903

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
12/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO-DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
Public Safety								
Sheriff -								
211101 Administration	1,594,400	0	228,800	1,823,200	136,129	362,339	331,164	1,129,697
211121 Criminal Investigation	1,016,000	0	15,000	1,031,000	88,933	256,176	1,375	773,448
211131 Identification Division	509,600	0	6,600	516,200	40,724	117,071	7,458	391,670
211132 M H M R	431,800	0	7,200	439,000	34,017	98,419	0	340,581
211133 Corrections	19,986,200	0	323,700	20,309,900	1,733,169	4,813,641	2,151,795	13,344,465
211142 Bolivar Summer Program	202,500	0	3,000	205,500	0	0	0	205,500
211143 Patrol Division	2,844,500	0	53,200	2,897,700	253,626	701,457	0	2,196,243
211150 Warrants	1,255,900	0	36,900	1,292,800	104,589	298,438	142	994,220
211160 Training	120,800	0	1,000	121,800	7,218	19,074	8,875	93,851
211163 Clear Creek I S D	1,890,900	0	29,200	1,920,100	16[illegible],468	461,751	0	1,458,349
211165 Marine Division	0	0	0	0	0	0	0	0
211171 Communications	775,300	4,788	11,300	791,388	53,740	145,142	154,324	491,922
211181 Reserves	0	0	0	0	0	0	0	0
211189 Bailiffs	0	0	0	0	0	0	0	0
Total Sheriff	30,627,900	4,788	715,900	31,348,588	2,613,612	7,273,509	2,655,133	21,419,946
Constables -								
223110 Constable - Precinct #1	260,800	0	2,900	263,700	20,988	60,071	637	202,992
223200 Constable - Precinct #2	257,000	0	3,000	260,000	20,882	60,117	54	199,829
223300 Constable - Precinct #3	355,600	0	4,000	359,600	28,906	82,370	0	277,230
223400 Constable - Precinct #4	278,800	0	3,100	281,900	22,041	62,913	374	218,613
223500 Constable - Precinct #5	270,900	0	3,000	273,900	21,494	61,222	800	211,878
223700 Constable - Precinct #7	369,300	0	4,300	373,600	28,520	84,664	0	288,936
223800 Constable - Precinct #8	454,300	0	5,000	459,300	36,617	103,517	-0	355,743
223900 Constable - Precinct #9	209,700	0	2,400	212,100	16,980	48,548	0	163,552
Total Constables	2,456,400	0	27,700	2,484,100	196,429	563,423	1,905	1,918,772
Other -								
291010 Emergency Management	828,000	0	4,900	832,900	29,929	115,639	2,479	714,782
Total Other	828,000	0	4,900	832,900	29,929	115,639	2,479	714,782
Total Public Safety	33,912,300	4,788	748,500	34,665,588	2,839,970	7,952,571	2,659,517	24,053,500

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
12/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO-DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
Health/Social Services								
440100 Community Services	3,260,000	0	92,500	3,352,500	436,713	507,714	1,303,421	1,541,364
443100 Indigent Care/Medication	965,200	0	(200)	965,000	85,861	212,571	27,754	724,675
451110 Senior Citizens	790,700	0	16,600	807,300	89,667	210,575	45,024	551,701
Total Health/Soc Srvcs	5,015,900	0	108,900	5,124,800	612,241	930,860	1,376,199	2,817,741
Culture and Recreation								
513200 Galv County Museum	183,600	0	1,600	185,200	10,674	35,748	21,448	128,005
522020 Parks Department	2,403,800	216,730	42,500	2,663,030	186,277	500,378	190,621	1,972,031
Total Culture and Recreation	2,587,400	216,730	44,100	2,848,230	196,951	536,126	212,069	2,100,036
Conservation								
610200 County Extension	479,400	0	5,300	484,700	32,745	93,913	5,831	384,956
Total Conservation	479,400	0	5,300	484,700	32,745	93,913	5,831	384,956
Capital Outlay								
720100 Buildings	55,000	64,835	0	119,835	0	0	28,835	91,000
730100 Imprvmt Other Than Bldgs	124,600	92,561	0	217,161	3,627	9,554	60,796	146,811
740100 Furniture/Fixtures/Equip	130,000	72,000	0	202,000	10,780	55,461	668	145,872
740101 Vehicles	511,000	0	140,000	651,000	0	0	561,658	89,342
750100 Technology	75,000	85,920	0	160,920	0	1,273	0	159,647
Total Capital Outlay	895,600	315,316	140,000	1,350,916	14,407	66,288	651,957	632,671
Total Expenditures	94,404,800	719,646	1,394,348	96,518,794	7,353,944	19,936,694	11,663,294	64,918,806
Other Financing Uses								
921010 Transfers and Reserves	38,505,100	0	(736,000)	37,769,100	5,444,442	5,591,989	0	32,177,111
Total Other Financing Uses	38,505,100	0	(736,000)	37,769,100	5,444,442	5,591,989	0	32,177,111
Total Expenditures and Other Financing Uses	132,909,900	719,646	658,348	134,287,894	12,798,386	25,528,683	11,663,294	97,095,917
Total Expenditures, Other Financing Uses, and Residual Equity Transfers Out (Note 5)	$132,909,900	$719,646	$658,348	$134,287,894	$12,798,386	$25,528,683	$11,663,294	$97,095,917

Note 5 Authority to increase the budget lies with the Commissioners' Court

GALVESTON COUNTY, TEXAS
OTHER COUNTY FUNDS
BUDGET STATUS BY FUND
12/31/2010

FUND NUMBER AND NAME	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CUR MO EXPS /OTHR DEBITS	YEAR-TO-DATE EXPS /OTHR DEBITS	ENCMBRANCE	AVAILABLE BALANCE
Budgeted Special Revenue Funds								
2101 County Records Management	$383,800	$0	$0	$383,800	$31,010	$68,548	$65,000	$250,252
2102 Cty Clk Mgmt /Prsrv Fee	2,981,500	596,211	0	3,577,711	196,061	335,591	3,794	3,238,326
2105 D C Child Support IV-D	110,000	0	50,300	160,300	0	0	0	160,300
2106 Distr Clerk Records Mgmt	90,300	12,000	(50,300)	52,000	10,000	10,000	0	42,000
2121 Donations to Galv County	800	0	0	800	0	0	0	800
2205 Courthouse Security	442,800	0	0	442,800	22,076	51,908	1,537	389,355
2211 Law Library	478,400	0	0	478,400	33,412	76,103	62,506	339,791
2212 Mediation Services Program	750,000	0	0	750,000	4,640	9,437	0	740,564
2215 Justice Court Technology	165,000	0	0	165,000	26,250	26,250	0	138,750
2230 Juvenile Justice	6,346,900	23,300	110,600	6,480,800	41[illegible],486	1,005,860	671,582	4,803,357
2260 Emergency Management	1,700,000	0	(30,120)	1,669,880	[illegible],668	4,625	1,298	1,663,957
2301 Road and Bridge	7,734,700	140,000	74,400	7,949,100	795,214	1,627,601	1,492,915	4,828,584
2303 Farm-to-Market Lateral Rd	1,710,100	0	0	1,710,100	8[illegible],914	100,598	0	1,609,502
2341 Road District #1	1,118,900	0	0	1,118,900	156,285	156,597	52,070	910,233
2370 Flood Control	3,255,000	910,045	0	4,165,045	230,912	424,131	168,228	3,572,687
2410 Mosquito Control District	1,438,400	8,000	22,100	1,468,500	83,730	290,604	19,853	1,[illegible]58,044
2420 Indigent Health Care Fund	12,600,000	12,354,301	0	24,954,301	155,948	236,399	911,780	23,806,121
2501 Child Welfare	680,200	0	0	680,200	26,383	47,649	194,937	437,614
2601 Beach and Parks	1,446,000	50	0	[illegible],446,050	47,719	116,398	274,980	1,054,672
2621 Galveston County Museum	20,000	0	0	20,000	402	2,264	0	17,736
Subtotal, Special Revenue	43,452,800	14,043,907	176,980	57,673,687	2,315,111	4,590,564	3,920,480	49,162,643
Budgeted Debt Service Funds								
4020 Gen Oblig Refnd Bd Sr 07	4,849,600	0	0	4,849,600	0	0	0	4,849,600
4021 Ltd Tx Cnty Bld Bd Series	4,802,200	0	0	4,802,200	0	250	0	4,801,950
4205 1999 Tax/Revenue C O B.	349,000	0	0	349,000	0	0	0	349,000
42[illegible]4 Comb Tax/Rev C O B 2003C	1,399,000	0	0	1,399,000	0	300	0	1,398,700
4215 Jstc Ctr/Pub Sfty Sei 2001	1,982,400	0	0	1,982,400	0	0	0	1,982,400
42[illegible]6 Ltd Tx Crim Jstc Bds 2003A	2,432,800	0	0	2,432,800	0	300	0	2,432,500
4230 Pk Rds/Lot Imprv COB 2002A	618,100	0	0	618,100	0	0	0	618,100
4282 Ltd Tax Frwd Rfdg Bds 2003	0	0	0	0	0	0	0	0
4284 GO 1999/2001 Rfdg Bds 2004	3,397,800	0	0	3,397,800	0	323	0	3,397,477
4358 Pass Thru Toll Rv LtTxBdSr	3,409,400	0	0	3,409,400	0	0	0	3,409,400
4362 SanLuisPass Brdge COB 2002	824,800	0	0	824,800	0	0	0	824,800
4368 Jnltd Tax Rd Bnd Ser 2001	1,507,400	0	0	1,507,400	0	0	0	1,507,400
4369 Jnltd Tax Road Bonds 2003B	911,300	0	0	911,300	0	300	0	911,000
4370 Jnltd Tx Rd Rfdg Bds 2004A	1,031,700	0	0	[illegible],031,700	0	323	0	1,031,377
4371 Unltd Tx Rd Bds Sr09	7,941,900	0	0	7,941,900	0	250	0	7,941,650
4390 Ltd Tx Fl Ctr BAB Sr09C-1	1,001,500	0	0	[illegible],001,500	0	250	0	1,001,250
4392 Gal Cnty Cert Oblig Sr2008	1,925,900	0	0	1,925,900	0	0	0	1,925,900
4393 Ltd Tx Fld Ctrl BAB Sr 09C	794,300	0	0	794,300	0	250	0	794,050
Subtotal, Debt Service	39,[illegible]79,100	0	0	39,179,100	0	2,547	0	39,176,554

GALVESTON COUNTY, TEXAS
OTHER COUNTY FUNDS
BUDGET STATUS BY FUND
12/31/2010

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWRD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CUR MO EXPS /OTHR DEBITS	YEAR-TO-DATE EXPS /OTHR DEBITS	ENCMBRANCE	AVAILABLE BALANCE
Budgeted Internal Service Funds								
6123 Group Insurance	14,579,500	0	0	14,579,500	959,037	2,834,465	794,057	10,950,978
6124 Workers' Compensation	1,916,000	0	(505,400)	1,410,600	47,021	168,032	0	1,242,568
6130 Self-Insurance Reserve	3,575,500	0	0	3,575,500	23,221	1,958,181	105,519	1,511,800
Subtotal, Internal Service	20,071,000	0	(505,400)	19,565,600	1,029,279	4,960,678	899,576	13,705,346
Grand Total (Note 6)	$102,702,900	$14,043,907	$(328,420)	$116,418,387	$3,344,390	$9,553,788	$4,820,055	$102044,543

This page left intentionally blank

AGENDA ITEM #5

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Kevin D. O'Brien**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 21st day of March, 2011.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 551 005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 11-140923M

AGENDA ITEM #6

GALVESTON COUNTY
JUVENILE JUSTICE DEPARTMENT

2010 Annual Report

JUVENILE JUSTICE DEPARTMENT
County of Galveston

RECEIVED
MAR 21 2011
GALVESTON COUNTY JUDGE

Galveston County Juvenile Board
Galveston County Commissioners' Court

Ladies and Gentlemen

During the year 2010, the department received 1,486 referrals, which is a 1 26 percent decrease when compared to the year 2009 Misdemeanor referrals increased by 6 2 percent and felony referrals decreased by 7 3 percent. Violent offenses also decreased 20 percent during 2010 when compared to 2009 There was one homicide referral in 2010 The department supervised approximately 305 probationers on a daily basis throughout the year Additionally, the department provided supervision to approximately 121 juveniles on deferred prosecution on a daily basis In comparison to 2009, our average daily population in the detention program decreased from 26 to 24 detainees per day The average length of stay decreased from 11 days in 2009 to 10 days in 2010

The Galveston County Juvenile Justice Department provides counseling, psychiatric services, sex offender treatment, substance abuse treatment and education, intensive supervision, community service, and residential treatment to the youth and families in our community

The leaders of Galveston County continue to make juvenile issues and needs in our community a priority With this vision and support, we will continue with our current efforts in hopes of curtailing juvenile delinquency in our community Your support in our efforts during the previous year and in years past is greatly appreciated by the staff of the Juvenile Justice Department.

Sincerely,

Brent T Norris

Brent T Norris, Director
Galveston County Juvenile
Justice Department

This page is intentionally left blank.

TABLE OF CONTENTS

CASEWORK SERVICES 8

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM 18

TLC DAY PROGRAM 26

TLC RESIDENTIAL PROGRAM 30

DETENTION SERVICES 34

Only a life lived for others is a life worthwhile.
– Albert Einstein

This page is intentionally left blank.

JUVENILE BOARD

Honorable Stephen Baker
Honorable Mary Nell Crapitto
Honorable Susan Criss
Honorable Lonnie Cox
Honorable C.G. Dibrell III
Honorable John Ellisor
Honorable David Garner
Honorable Wayne Mallia
Honorable Roy Quintanilla
Honorable James Woltz
Honorable James Yarbrough
Honorable Janis Yarbrough

Kathryn Lanan - Juvenile Court Referee

COMMISSIONERS COURT

Honorable Patrick Doyle
Honorable Ken Clark
Honorable Stephen Holmes
Honorable Brian Lamb
Honorable James Yarbrough

JUVENILE JUSTICE DEPARTMENT

Brent T. Norris
Director of Juvenile Services

Faith Garate
Deputy Director—Casework

Casework Staff

Julie Astin
Adrienne Blow
Dolores Corcoran
Chris Dunnahoo
Erika Effinger
Brian Gavion
Xochitl Gonzales
Charlotte Hardy
Carlos Hernandez
Matthew Herring, Jr
Nikki Howell
June Joseph
Faith Larson
Leda Lee
Sirdon Lewis
Gail Maxwell
Le'Nard Morgan
Ervin Parish
Anna Patina
Victoria Ramirez
Earnestine Sanders
Della Stewart

David Terrell
Deputy Director—Detention

Detention Staff

Edward Ambroise
Salih El Amin
Karen Banks
Czyz Bennett
Rachelle Boyd
James Broussard
Courtney Captain
Roshad Carter
Dolores Corcoran
Dianna Davis
Roshandra Evans
Corey Hardy
Daniel Herring
Josie Kay
Marcus Kufeji
Jeffrey Miller
Reymundo Garcia
Jon Miller
Danny Montgomery
Ian Naumann
Henry Ortiz
Tiffany Pines
Derrick Pope
Wesley Rideaux
Jacqueline Smith
Byron Sweeney
Priscilla Thompson
Andrea Thompson
John Washington, Jr
Celeste Watkins
Dink Watson

Glen Watson
Deputy Director—Special Programs

Special Programs Staff

Ron Alford
Ronald Collins
Caleb Fleming
Stanley Davis
Jacqueline Gamble
Cheryl Gilmore
Angelia Goynes
John Hall
Diane Levine
Charles Love
Zoa McKinney
Michael Ramirez
Anthony White
Consetta Williams
James Williams
Joseph Weaver
Charles Ray

This page is intentionally left blank.

CASEWORK SERVICES

2010 ANNUAL STATISTICS

INTRODUCTION

Casework services provide traditional probation supervision of juvenile offenders as well as pre-adjudication supervision and intensive supervision The casework section utilizes various department and community resources to meet the needs of the juveniles and to comply with the orders of the court. These include such services and programs as community service restitution, long term residential placement, outpatient substance abuse counseling, outpatient psychological counseling, specialized outpatient sex offender counseling, in-house drug/alcohol testing and intensive case management

The casework section consists of 17 staff, most handling probation or deferred prosecution caseloads, but also specialized positions such as the Casework Intake Officer , Placement Officer, Resource Supervisor, and Supervisor of the Galveston office Five officers are based in the Galveston satellite office. Prior to Hurricane Ike, the Galveston satellite office was located at 2026 Sealy This location was destroyed by the storm therefore these officers, and a secretary, were temporarily relocated to the Texas City site During 2010, "Galveston" staff continued working in Texas City as well as in temporary offices at the Courthouse By the close of 2010, 3 officers had returned to Galveston fulltime. The remaining 2 officers will return to Galveston fulltime when space becomes available

PROGRESSIVE SANCTIONS

Effective January 1, 1996, the Texas Legislature instituted the Progressive Sanctions Guidelines as a realistic sanctions model based on appropriate consequences and outcomes for juvenile offenders From prevention and early intervention programs to secure incarceration, the services are designed to assist youth at each sanction level The guidelines provide a continuum of seven progressive steps designed to balance public protection, offender accountability and rehabilitation

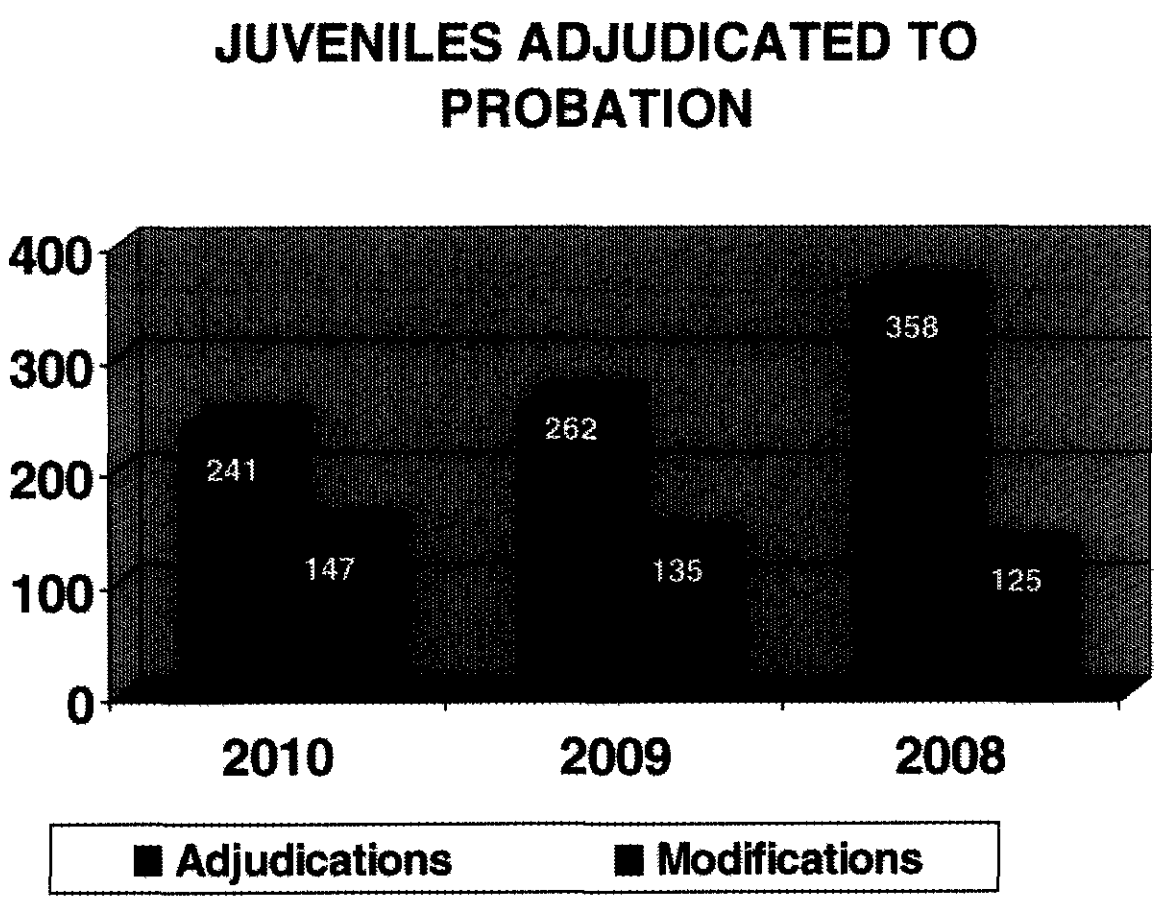
Everything that is done in the world is done by hope.
~ Dr. Martin Luther King Jr.

PROGRESSIVE SANCTIONS GUIDELINES

Offense		Recommended Sanction
1st degree felony involving use of a deadly weapon or causing serious bodily injury, aggravated controlled substance felony, capital felony	**7**	discretionary certification and transfer to criminal court or determinate sentence to the Texas Youth Commission
1st degree felony involving use of a deadly weapon or causing serious bodily injury, aggravated controlled substance felony, capital felony	**6**	commitment to the Texas Youth Commission
1st degree felony (excluding involving use of a deadly weapon or causing serious bodily injury)	**5**	6-12 months placement in a post-adjudication secure correctional facility followed by continued supervision
2nd degree felony	**4**	3-12 months of an intensive, regimented program followed by continued supervision
misdemeanor involving the use or possession of a firearm, state jail felony, 3rd degree felony	**3**	probation for not less than 6 months
expulsion from AEP for serious/persistent misbehavior, class A or B misdemeanor (excluding with use of a firearm), violation of probation, contempt of JP or Municipal Court	**2**	deferred prosecution for 3-6 months
CINS, excluding expulsion from AEP for serious or persistent misbehavior; class A or B misdemeanor	**1**	require counseling

COURT ACTIVITIES

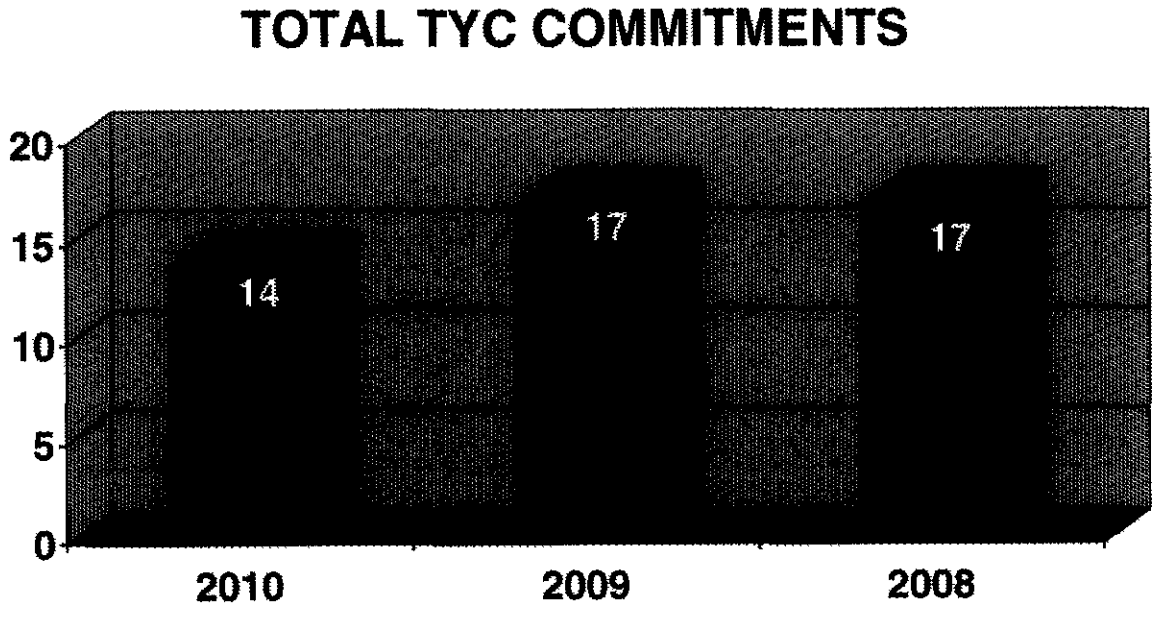
In 2010 there were 241 adjudications to probation supervision, with 19 of these being new adjudication of active probationers. Additionally, there were 147 modifications of probation. By comparison, in 2009 there were 262 adjudications to probation as well as 135 probation modifications In 2008 there were 358 juveniles adjudicated to probation. **See Chart**

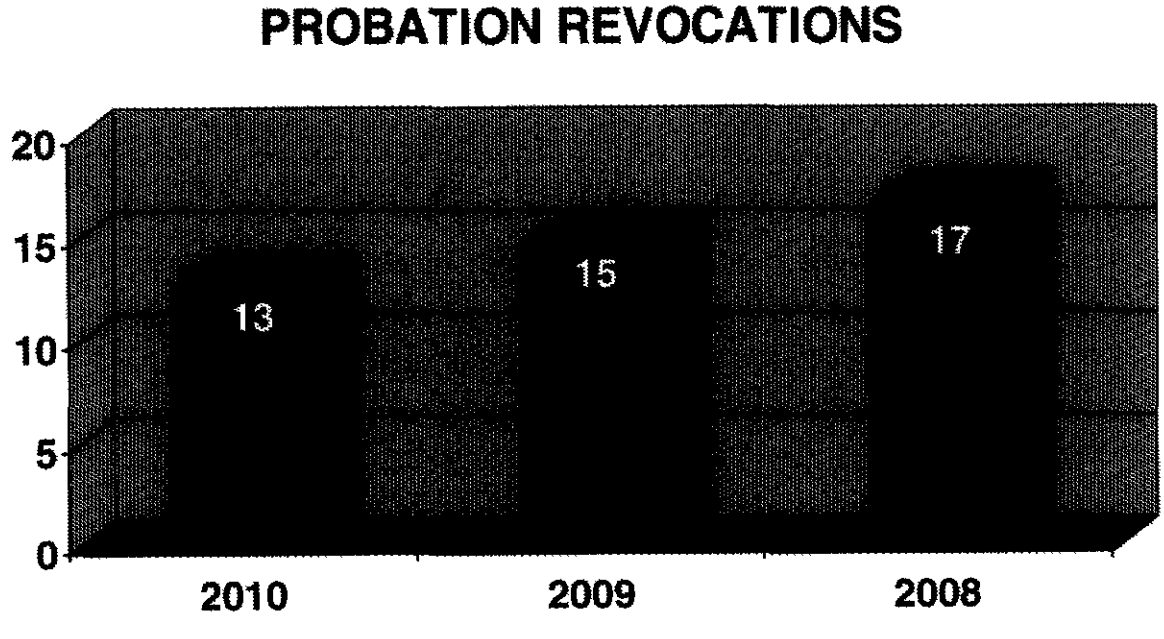


TEXAS YOUTH COMMISSION

During 2010, there were a total of 14 juveniles committed to the Texas Youth Commission Thirteen of the juveniles committed to TYC were under probation supervision at the time of commitment and 1 was a direct commitment

In 2009 there were a total of 17 commitments to the Texas Youth Commission. Fifteen of the commitments were probation revocations. In 2008 there were a total of 17 commitments **See charts.**





DEFERRED PROSECUTION

Deferred prosecution supervision is provided primarily to first time offenders who have committed misdemeanor offenses and those juveniles who have had two or more municipal court referrals. The Progressive Sanctions model is explained to the juveniles and parents Juveniles who are offered deferred prosecution will receive ongoing case management and supervision by a probation officer for three to six months, as allowed by law. Supervision generally consists of regular office visits, in addition to visits by the officer to the child's home and school. The officer may utilize community and department resources and refer the child and family to programs as appropriate for their needs. Should a juvenile fail to comply with the rules of deferred prosecution or commit a new law violation, he will be referred to the District Attorney's Office for prosecution consideration.

In 2010, there were 400 juveniles supervised on deferred prosecution, with 297 of those beginning their supervision in 2010 and 103 carried over from 2009 Of these, 43 cases were eventually placed on probation as a result of unsuccessful adjustment, 36 unsuccessfully ended supervision with no prosecution, and 10 still awaiting final court disposition. There were 223 successful completions of deferred prosecution and 88 remain under supervision. This is compared to 2009, during which time 349 juveniles were supervised on deferred prosecution with 276 successful completions

PROBATION SUPERVISION

Probation supervision consists of supervision and monitoring of the child's compliance with the orders of the court The officer schedules regular office visits as well as meeting with the parents in the home and meeting with school officials The level of supervision is determined by the child's sanction level, as well as by the degree of compliance by the child. A child placed at sanction level four, requiring three to twelve months of intensive supervision, will receive maximum supervision by the officer. This level of supervision generally consists of weekly home, school and office visits. Progressive sanction level four allows the department or the court to choose between two program options: child remains at home, attends his local school and receives maximum supervision by his officer or the child may be assigned to the department's Transforming Lives Cooperative (TLC) program, a day program operated on site

Routinely, the disposition requires the child to perform a set number of community service hours, attend some form of treatment or education program, and allow themselves to be drug tested In very limited instances a child may be ordered to receive services at a long-term residential treatment program Juveniles and parents are ordered to participate in treatment services as determined necessary by their probation officer

COMMUNITY SERVICE RESTITUTION

Probationers are court-ordered to provide community service restitution as a condition of probation Probationers work under the supervision of a probation officer at various sites across the county. All community service sites require Juvenile Board approval The bulk of the community service work is manual labor, primarily picking up trash at various county parks and property. In 2010, probationers worked a total of 5,698 hours of community service. This translates to a dollar value, based on minimum wage, of $41,310.50. This compares to 2009 during which time probationers worked 5,726 hours of community service

TREATMENT SERVICES

An array of outpatient counseling and treatment options are provided to juveniles and their families. These services include traditional counseling, anger management groups, "girls" issues group, sex offender treatment, substance abuse education and treatment, psychiatric care and medication and intensive case management. The department contracts with various providers to meet these treatment needs.

The equivalent of two Master's level therapists are provided on site through the Family Service Center. These therapists provide the bulk of counseling services at the Juvenile Justice Center with services including crisis intervention, suicide/mental health assessments, court testimony, program/staff consultations, anger management groups, girls group as well as traditional individual and family therapy. Additionally the Family Service Center, via contract, provides island based counseling as well as comprehensive sex offender services though the Oasis program. The department contracts with the University of Texas Medical Branch (UTMB) to provide psychiatry services for juveniles within the TLC Level 5 program. Substance abuse education and treatment is also available via service contracts.

The department also contracts with the Gulf Coast Center to provide the Discovery Program, an intensive community based mental health based service. This program is grant funded and services approximately 15 families at any given time The objective is to provide intensive intervention, case management and therapeutic treatment for the child and family for a minimum of six months

During 2009 the state provided grant monies to the counties via the Commitment Reduction Program (CRP) Grant. The purpose of the funds is to reduce commitments to the Texas Youth Commission by providing stronger local resources These grant funds are being partially utilized to increase treatment resources, specifically tele-psychiatry services and community based mental health intervention Tele-psychiatry includes psychiatric care and medication management provided by UTMB at the Juvenile Justice Center. This program was initiated and implemented during 2009, becoming fully operational in November, 2009 Tele-psychiatry provides near immediate psychiatric intervention and medication management, avoiding the waiting lists / payment obstacles often encountered when seeking psychiatric care for juveniles. The Gulf Coast Center again worked with the department to develop and implement a second intensive community based mental health program, modeled after the Discovery Program This new "Endeavor" program is designed to divert felony offenders from the Texas Youth Commission utilizing case management and therapeutic counseling During 2010, the Endeavor program became fully operational and services approximately 15 families at any given time.

FINANCIAL PAYMENTS

Probationers are generally ordered to make a variety of financial payments per court order. Typically, juveniles are ordered to pay $20.00 for court costs, $100.00 for attorney's fees and $15.00 monthly for supervision fees, as well as restitution to a victim when applicable. During 2010, the department collected $27,187 77 for restitution and $80,629.85 for probation fees, court costs, attorney fees, TLC fees and child support **See chart** .

	2010	*2009*	*2008*
Restitution	$27,187 77	$63,383 01	$52,457.34
Payments to County	$80,629.85	$93,499.69	$67,057.05

RESIDENTIAL PLACEMENT

During 2010 the department utilized various long-term residential centers. Specifically, 5 different facilities were utilized Gulf Coast Trades Center, a vocational training program for boys and girls in New Waverly, Texas, Sheltering Harbour, a residential treatment center for boys and girls in Spring, Texas; Rockdale Regional Juvenile Secure Correctional Facility for boys and girls in Rockdale, Texas, Roy Maas Youth Alternatives, a residential treatment center for boys and girls located in Boerne, Texas, and Pegasus Schools Inc , a residential treatment center for boys located in Lockhart, Texas.

The Placement Coordinator is responsible for the application process when a child is designated by the court to receive placement services, and also provides probation supervision during the time the child is in residential care. During the calendar year 2010 a total of 27 juveniles were provided long-term residential treatment at one of the facilities cited above. Of these 27 juveniles, 14 were in placement in 2009 and continued their treatment into 2010 and 13 began their stay in 2010 Of the 27 juveniles who received residential care in 2010, 2 were unsuccessfully discharged from placement, 15 were successfully discharged, and 10 remain in care.

This department participates in the Title IV-E Federal Foster Care Reimbursement Program This program provides financial reimbursement to counties to offset the cost of residential care for juveniles who meet federal eligibility criteria. During 2010 the county received $43,696.53 in reimbursement funds

Additionally, the parent is court-ordered to pay child support when their child is ordered to long term residential care (whether contract facility or TLC). During 2010 the county received $26,472 05 in child support from parents

VICTIM SERVICES

The Casework Intake Officer also serves as the Crime Victim Assistance Coordinator (CVAC) within the department Cases that are not prosecuted, but are offered deferred prosecution, are provided victim services in accordance with Section 57 of the Texas Family Code. Section 57 defines a victim and therefore persons who meet that definition are offered services through the Crime Victim Assistance Coordinator The CVAC initiates contact with the victim by providing written materials, including a department brochure which explains what occurs when a juvenile is taken into custody, how juvenile cases are processed, as well as lists the local community resources for the victim. In addition, the CVAC provides to the victim a Victim Impact Kit and a Victim Compensation Application in order for the victim to seek compensation from the Texas Crime Victim Compensation Fund During 2010 there were 14 Victim Impact packets sent out by the Court Coordinator

This page is intentionally left blank.

JUVENILE JUSTICE ATERNATIVE EDUCATION PROGRAM
2009-2010 SCHOOL YEAR

Juvenile Justice Alternative Education Programs (JJAEP) was created as a result of the Safe Schools Act of 1995 (primarily Chapter 37 of the Texas Education Code) The Galveston County Juvenile Board and the Galveston County Juvenile Justice Department, in collaboration with the nine Independent School Districts, created the Galveston County Juvenile Justice Alternative Education Program to provide for the educational needs of disruptive students who were expelled from district campuses throughout Galveston County. The Galveston County Juvenile Board, Galveston County Commissioners Court, Superintendents and School Boards have all been instrumental in the continued success of this program.

The mission of the Galveston County Juvenile Justice Alternative Education Program is to provide a quality education by

- creating a safe school environment that supports the teaching and learning environment,
- assisting students on developing attitudes and behaviors essential to becoming well adjusted adults who are able and willing to continue to positively contribute to the general welfare of our society,
- providing an instructional program that results in a level of student progress that exceeds one year increase in academic performance in the areas of reading and math for one year of instruction, and
- providing a course of instruction, which prepares the student to perform at grade level

Education's purpose is to replace an empty mind with an open one.
~ Malcom Forbes

BACKGROUND & PURPOSE

In 1995, the 74th Texas Legislature enacted significant legislation affecting the way education and juvenile justice systems respond to violent and disruptive students in public schools. Chapter 37 Discipline; Law and Order of the Texas Education Code, codified the Texas plan to make schools safe, to reduce the dropout rate, to curtail juvenile crime, and to increase students' chances of success Chapter 37 requires counties with a population greater than 125,000 to develop a juvenile justice alternative education program

Chapter 37 requires students who engage in serious offenses on school property or while attending a school -sponsored or school-related activity on or off of school property to be expelled to the JJAEP. These offenses include. the use, exhibition, or possession of a firearm, illegal knife; club, or prohibited weapon, aggravated assault, sexual assault, aggravated sexual assault, arson, murder; capital murder, criminal attempt to commit murder or capital murder, indecency with a child, aggravated kidnapping; and felony drug offenses. Expulsions under these circumstances are commonly referred to as mandatory expulsions

Chapter 37 also provides for the expulsion of students who engage in a variety of other disruptive behavior and/or criminal acts Each school district is required to maintain a student code of conduct which specifies the circumstances under which a student may be removed from a classroom, campus, or alternative education program, specifies the conditions that authorize or require the student's removal to alternative education program; and outlines the conditions under which a student may be suspended or expelled Expulsions under these circumstances are commonly referred to as discretionary expulsions

District and county officials have long recognized that children who are left behind in the educational system are deprived of skills and socialization essential for future success Most also agree that students who are expelled are more likely to engage in delinquent behavior resulting in increased costs to society both now and in the future This recognition has resulted in an extraordinary level of collaboration between the county's nine independent school districts, the County of Galveston, and Galveston area service providers. The Galveston County JJAEP exemplifies our community's commitment to the education of all students

STRUCTURED FOR SUCCESS

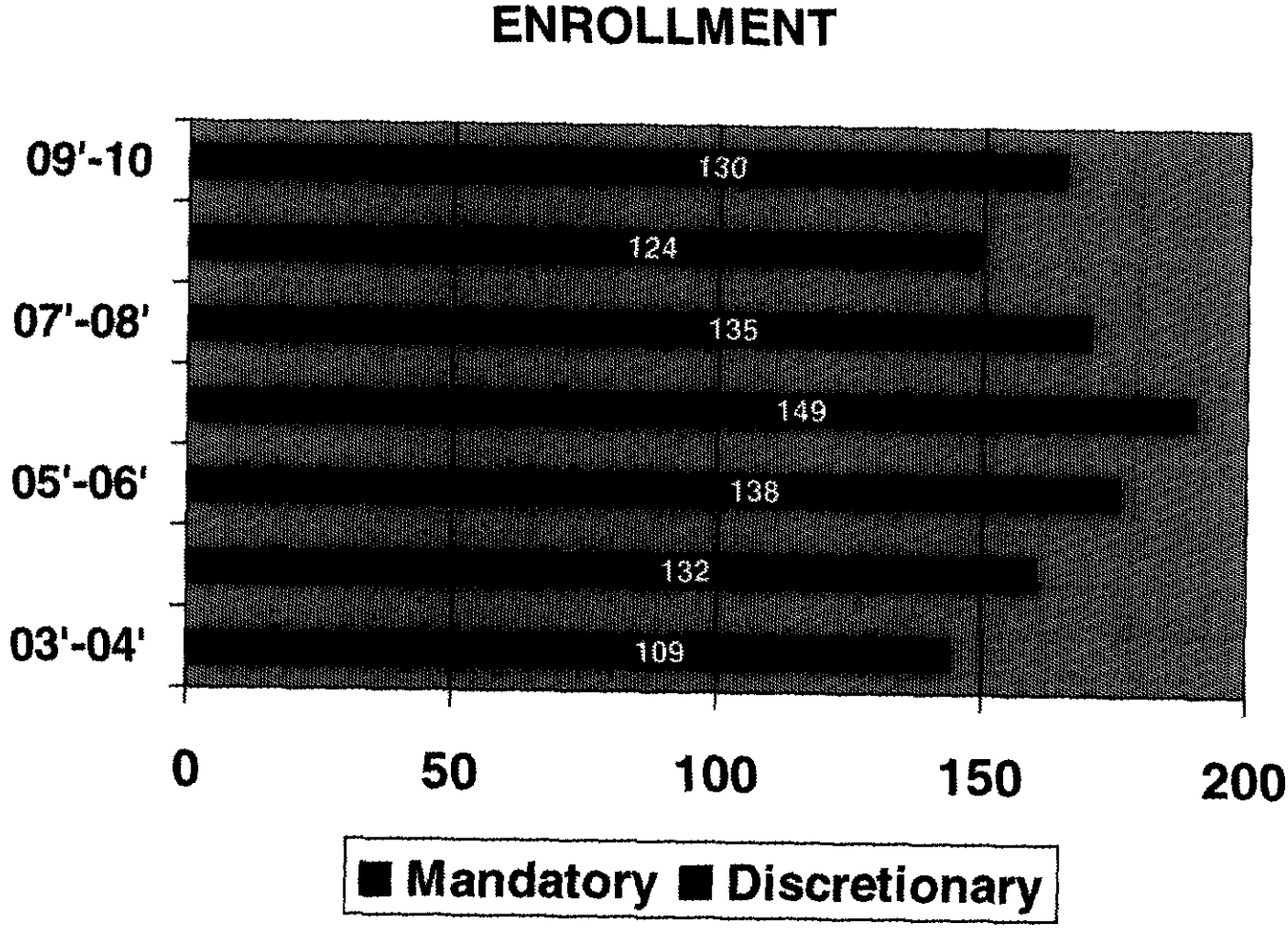
Students assigned to the Galveston County Juvenile Justice Alternative Education Program are subject to a regimented daily schedule Students are required to arrive at 0730 at which time, they are searched, assembled in formation, inspected by the drill instructors, and provided group and one on one encouragement to start the day This high level of discipline is maintained throughout the day until the students are released at 1500 hours

Dress code and grooming requirements are stringent. Students are required to adhere to a standardized dress code and to present themselves in a neat and orderly fashion at all times Students have the opportunity to earn the privilege of wearing jewelry, when they have demonstrated consistent compliance with program rules, policies, and procedures. Male JJAEP students are required to maintain a bald fade style haircut. Female JJAEP students must also be neatly groomed with hair held up off the collar with an inconspicuous tie that is transparent or similar in color to the hair. Cosmetics and fingernail polish are not authorized until the student has earned that privilege unless required for medical purposes.

JJAEP students are expected to attend all classes daily and on time, respect the right of the teacher to teach and other students to learn, to conform to the dress code; and to conduct themselves in a responsible manner Students are further expected to abide by the law, accept responsibility for their actions, show respect for adults and those persons holding positions of authority, take part in all activities when directed to do so; to not use alcohol, tobacco, or illegal drugs; to avoid fights and assaults to the best of their ability, to not lie, cheat, steal nor tolerate those who do, to do their best to improve themselves each day, follow directions without delay, comply with all instructions and assignments; interact positively with peers, interact positively with staff; and to accept the consequences of misbehavior. The JJAEP program employs both incentives and deterrents to modify student behavior Incentives include public acknowledgement of exemplary performance, attainment of privileges, participation in field trips and special activities, early release, and other motivational rewards. Penalties for misbehavior include student conferences, loss of privileges, extra physical training, extra supervised instruction after school (e g , cleaning details, pulling weeds, painting designated areas, and extra physical training) and placement in detention

ENROLLMENT

Overall student enrollment has increased significantly since the program's inception. Increased familiarity with the provisions of Chapter 37 by district officials, the addition of dedicated JJAEP classroom space in November 1998, and additional classroom teachers had resulted in a 10-fold increase in the utilization of JJAEP from its inception until 1998. In 1999 the program instituted a maximum daily enrollment limit of 84 students Maximum daily enrollment was again reduced to 72 students for the 2002-2003 school year This identified maximum capacity has somewhat limited the exponential growth noted in previous years, resulting in relatively consistent enrollment data over the past three school years. Enrollment for the 2009-2010 school year increased approximately 11% as compared to the 2008-2009 school year enrollment reversing an incremental decrease in program utilization over the past two years annually



GENDER

Gender data for the 2009-2010 school year demonstrated an below average utilization for female students as compared to the average utilization for the period 2004-2008 The Galveston County Juvenile Justice Alternative Education Program enrolled 29 female students and 136 male students during the 2009-2010 school year. **See Chart.**

GENDER DATA

	MALE	FEMALE
2009-2010	82%	18%
2008 - 2009	86%	14%
2007 - 2008	73%	27%
2006 - 2007	75%	25%
2005 - 2006	73%	27%
2004 - 2005	70%	30%

RACE

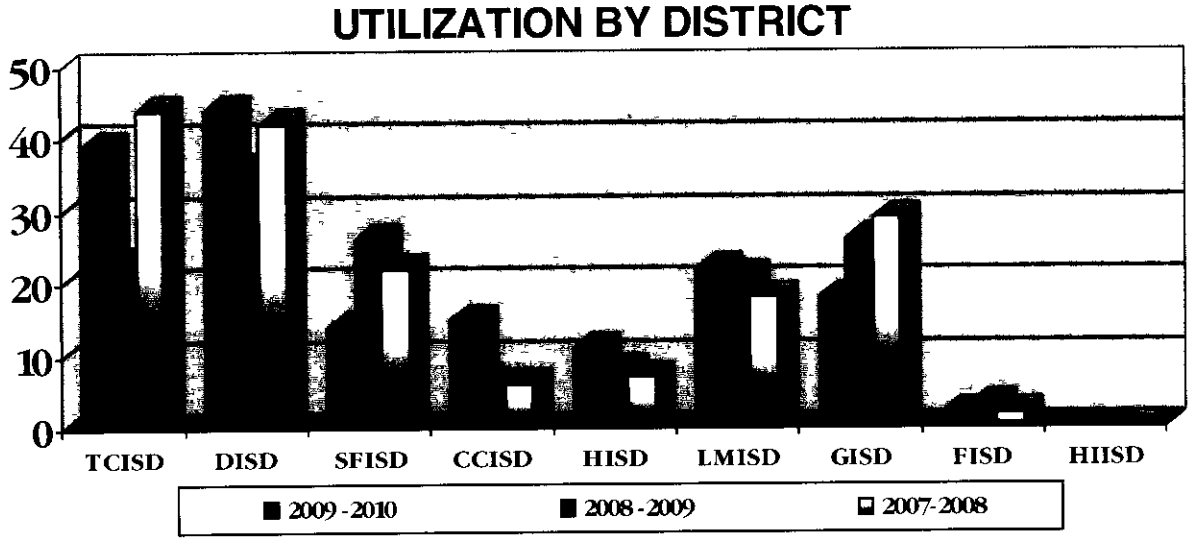
Referral rates by race demonstrated a higher than average percentage of Black and Hispanic students referred during the 2009-2010 school year as compared to the previous five year averages **See Chart**

RACE DATA

	WHITE	BLACK	HISPANIC
2009-2010	30%	41%	28%
2008 - 2009	33%	33.5%	33.5%
2007 - 2008	34%	40%	25%
2006 - 2007	38%	36%	25%
2005 - 2006	41%	37%	22%
2004 - 2005	41%	39%	19%

UTILIZATION BY DISTRICT

Expulsion rates continuously fluctuate from year to year by district **See Chart.**



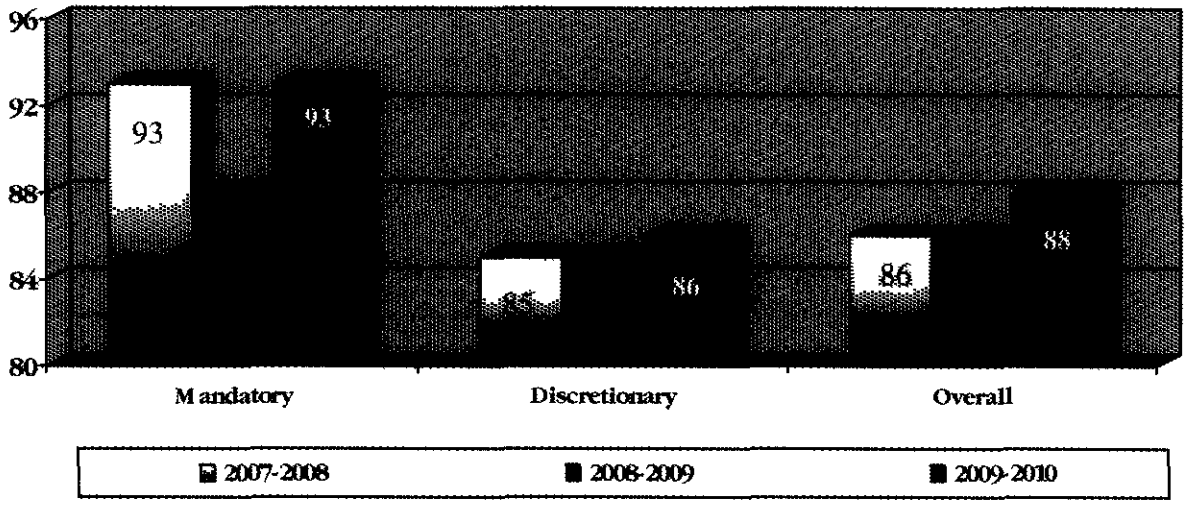
	TCISD	DISD	SFISD	CCISD	HISD	LMISD	GISD	FISD	HIISD
09'-10'	39	44	14	15	11	22	18	2	0
08'-09'	23	36	26	6	8	21	26	3	0
07'-08	44	42	22	6	7	18	29	2	0
06'-07'	52	34	34	11	8	27	20	5	0
05'-06	40	35	25	16	13	17	27	4	0
04 -05'	18	47	16	13	10	20	31	5	0

ATTENDANCE RATES

Proactive efforts to positively effect program attendance rates include the employment of a Deputy Sheriff's officer dedicated to the enforcement of compulsory attendance laws and orders of the court, the utilization of experiential teaching methods, and the maintenance of a safe and positive learning environment that enriches the students' experiences The attendance rates for the 2009-2010 school year demonstrated an increase in the attendance rate for both mandatory and discretionary students. Additional improvement appears possible with increased district interventions with the chronically truant discretionary students

See Chart .

ATTENDANCE RATES 2007-2010

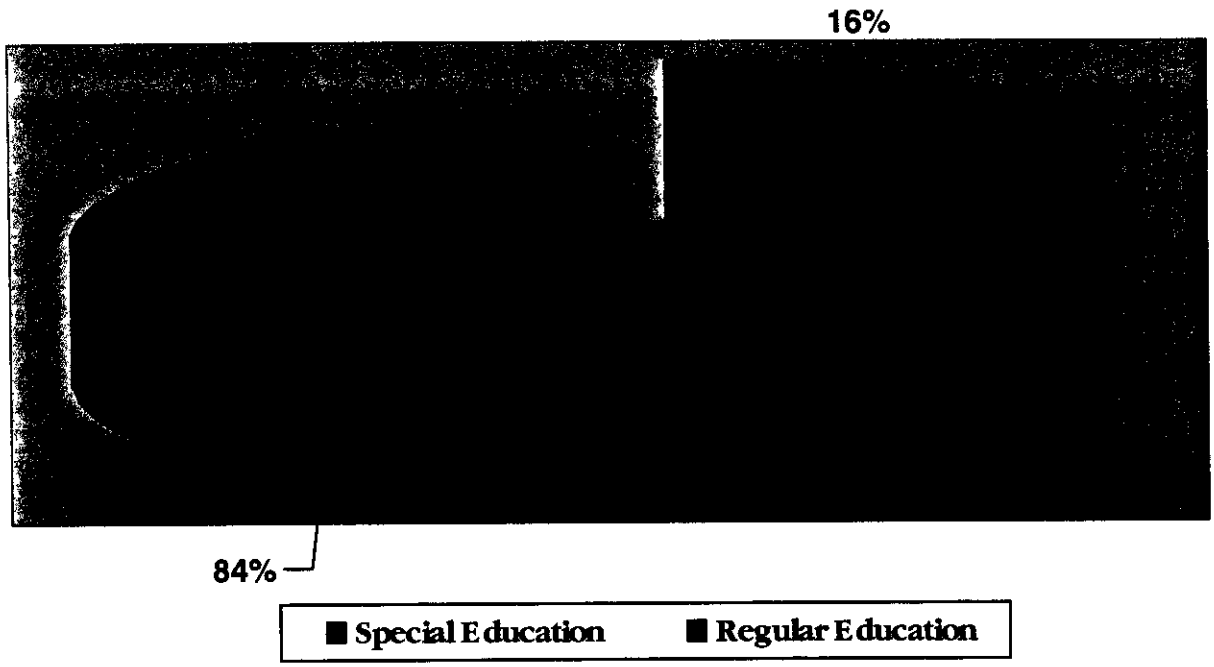


EXPULSION STATUS

Expulsions for the 2009-2010 school year included 18 expulsions for felony drug offenses, 4 for misdemeanor possession of marijuana, 1 for misdemeanor possession of a dangerous drug, 2 for misdemeanor possession of a controlled substance, none for possession of a firearm, none for aggravated robbery, none for retaliation, 4 for aggravated assault, none for felony criminal mischief, 4 for arson, none for indecency with a child, 3 for the possession of prohibited weapons, 11 for terroristic threat/ false alarm, 5 for assault on school employee, none due to order of the court, 6 for possession of an illegal knife, 4 for non school student on student title 5 felony offenses and approximately 102 expulsions for persistent misbehavior The number of referrals for criminal offenses occurring on school campuses accounts for approximately 38% of the expulsions during the 2009-2010 school year.

SPECIAL EDUCATION

The statewide percentage for students with identified special education needs historically averages approximately 12% Twenty-seven of the students referred to JJAEP had identified special education needs



OUTPUT & OUTCOMES

	2009-2010	2008-2009	2007-2008
Math Avg. Improvement	.51 GL 5.1 Months	.64 GL 6.4 Months	.46 GL 4.6 Months
Reading Avg. Improvement	.70 GL 7.0 Months	.93 GL 9.3 Months	.84 GL 8.4 Months
Number of Enrollment Days	7,968	6,697	8,398

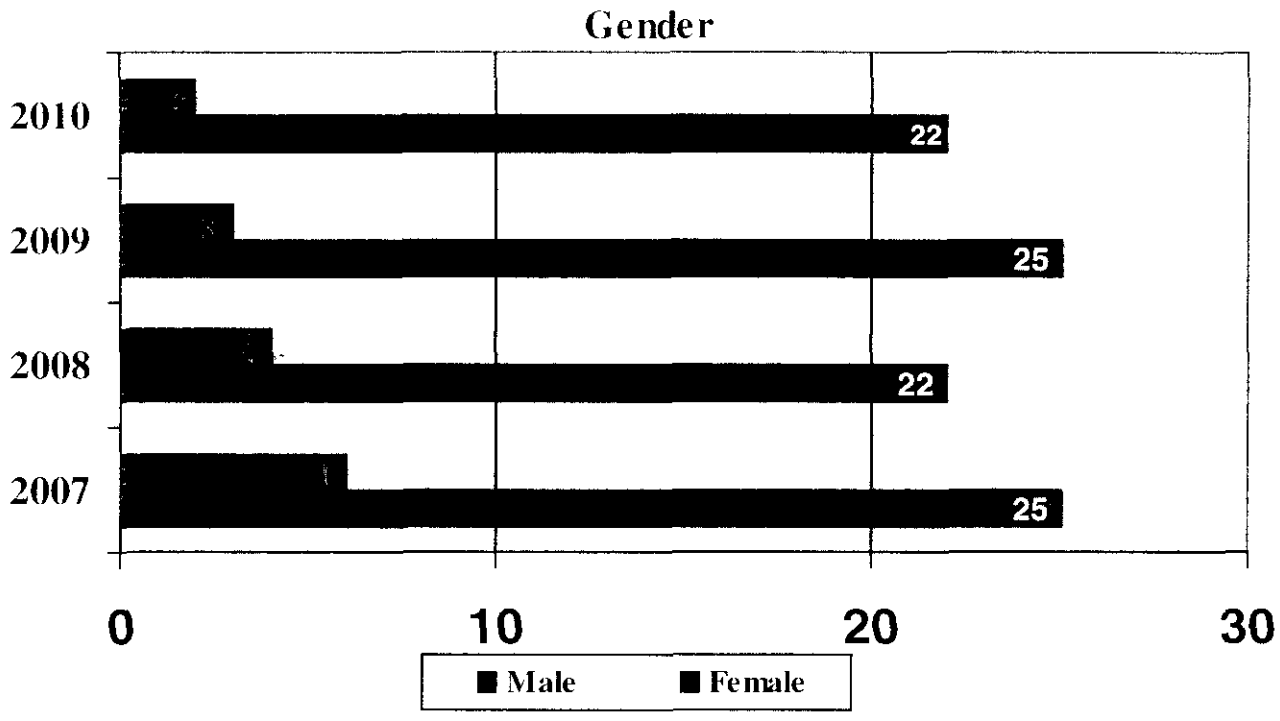
TLC DAY PROGRAM
2010 ANNUAL STATISITICS

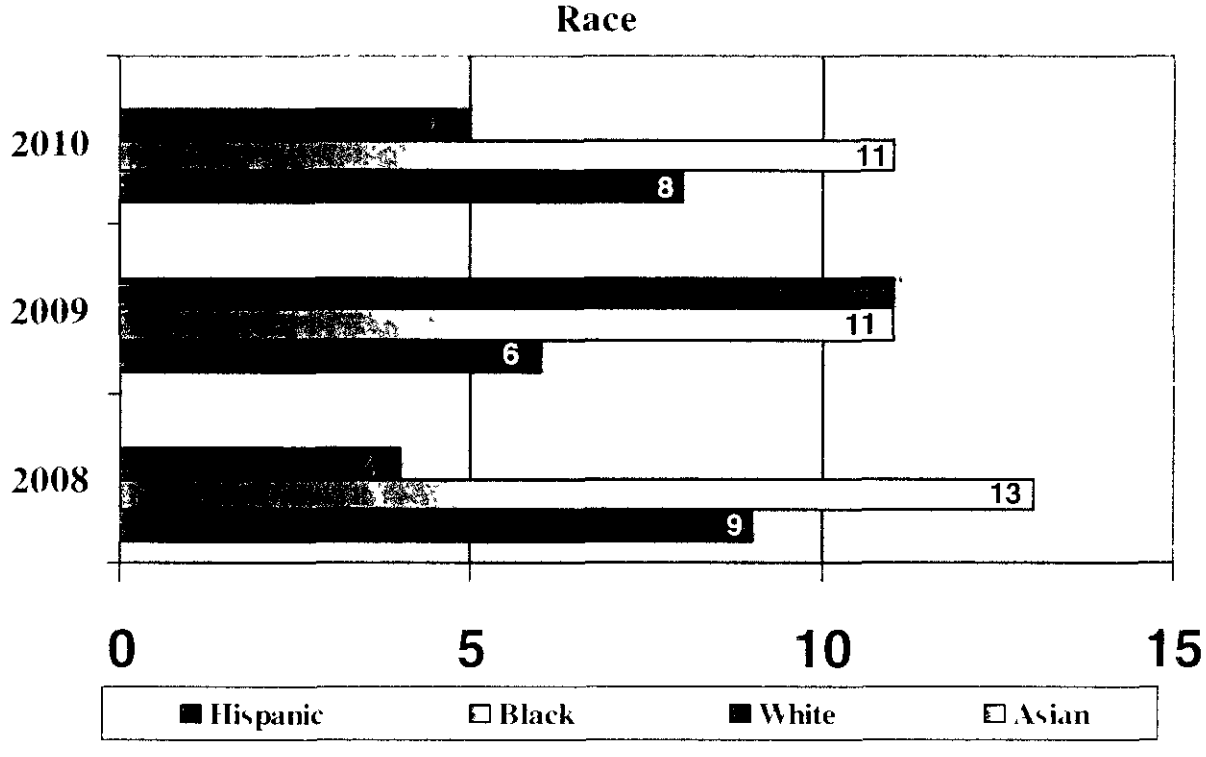
The Transforming Lives Cooperative (TLC) Day program is the continuation of a cognitive behavioral approach to rehabilitation initiated in late 2008 The program, formerly known as the About Face Program, adopted the TLC name for 2010 to better reflect the department's commitment to therapeutic programming This cognitive behavioral program helps program participants learn how thinking errors affect their life and the lives of those around them. The program has evolved from its inception as a boot camp to the current therapeutic community approach. Staff members encourage program participants to process decisions leading to problem behaviors based on whether the behavior is hurting them or someone else, against the rules, making things worse, selfish, or illegal. Probationers are prompted to identify thinking errors being used and alternative ways of thinking and behaving. The TLC program was implemented to reduce the number of juveniles committed to the Texas Youth Commission and as an alternative to long-term residential placement

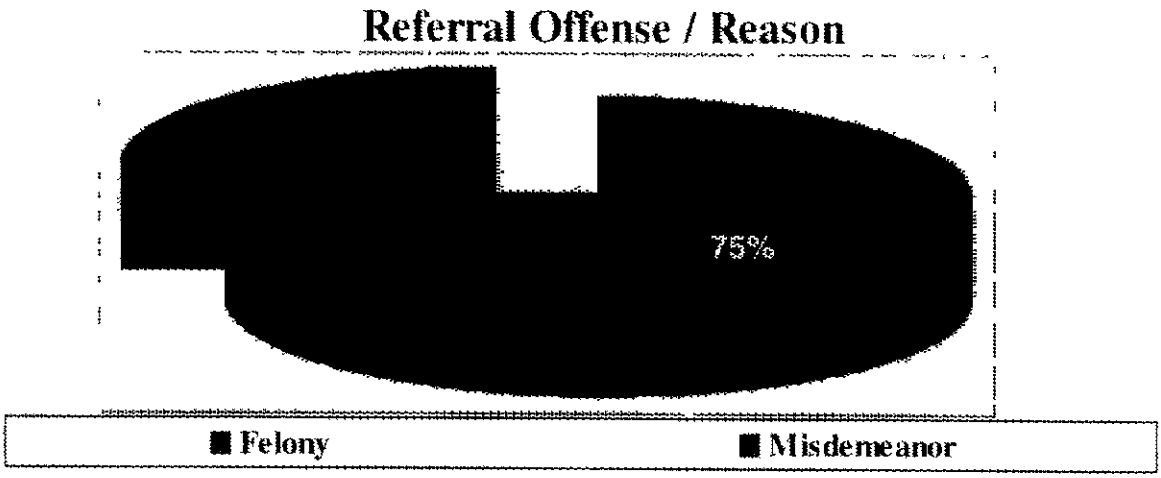
The TLC Day program served 24 juveniles in 2010 These juveniles were all under juvenile court jurisdiction, with rules of probation and expectations for daily reporting, participation in all required program activities and compliance with program rules, policies and procedures This program is operated in a structured educational setting, on location at the Jerry J. Esmond Juvenile Justice Center, under the constant direction, supervision, and guidance of program staff referred to as Team Leaders Educational needs are provided for by contract with the Dickinson Independent School District. Additional contract services include psychological testing, psychiatric assessment and treatment; individual, group and family counseling, sex offender treatment, substance abuse education and treatment, Youth Cognitive Lifeskills training , and onsite medical services.

The TLC Program's intent is to provide a program to effectively channel the delinquent juvenile's behavior into more positive outcomes in the forms of willing law abiding citizens, instilling within its participants the importance of decision making, self discipline, responsibility, and respect towards one's self and one's community It is our commitment to accomplish this in the least restrictive and most cost effective manner possible.

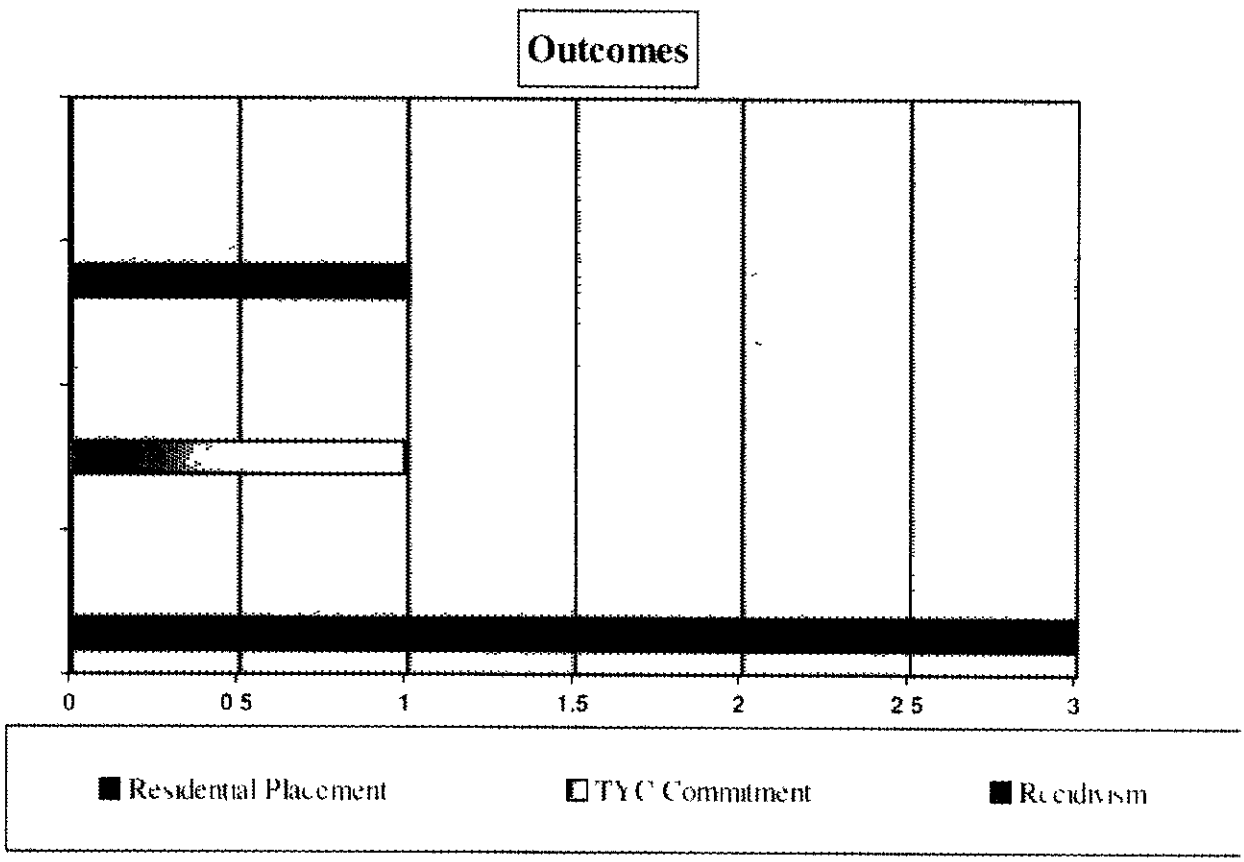
In any moment of decision the best thing you can do is the right thing. The worst thing you can do is nothing. ~ Theodore Roosevelt


Gender
2010
2009
2008
2007
22
25
22
25
0
10
20
30
Male
Female


Race
2010
2009
2008
11
8
11
6
13
9
0
5
10
15
Hispanic
Black
White
Asian



Although most probationers referred to the TLC Day Program have been adjudicated for violations of probation, 75% were on probation for a felony offense when referred to the program. Of the probationers who entered in the TLC Day Program, approximately 67% had a confirmed history of illegal drug use.



Participants are generally referred from probation caseloads and have often committed numerous offenses, violations of probation, and demonstrated poor adjustment in the community.

This page is intentionally left blank.

TLC RESIDENTIAL PROGRAM
2010 ANNUAL STATISTICS

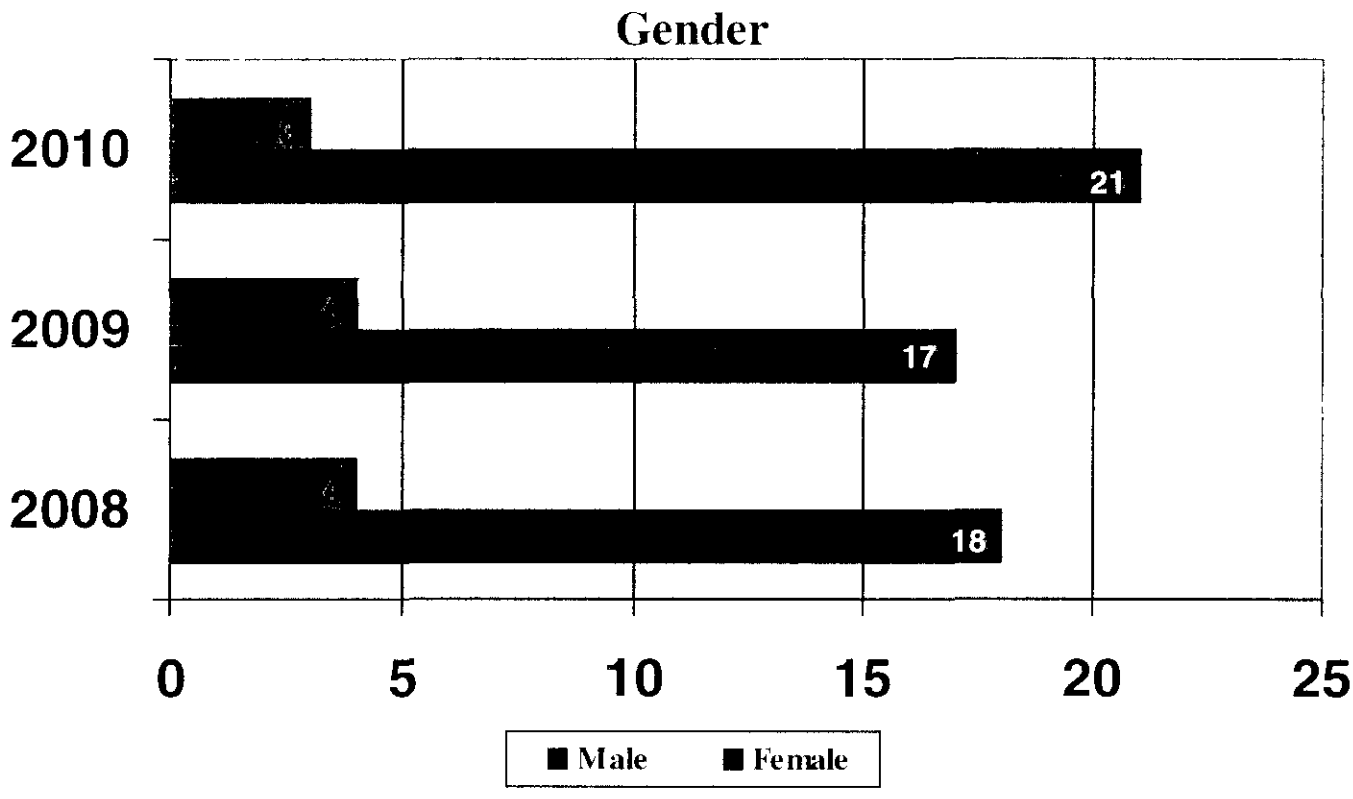
The Transforming Lives Cooperative (TLC) Residential program is the continuation of a cognitive behavioral approach to rehabilitation initiated in late 2008. The program, formerly known as the About Face Program, adopted the TLC name for 2010 to better reflect the department's commitment to therapeutic programming. This cognitive behavioral program helps program participants learn how thinking errors affect their life and the lives of those around them. The program has evolved from its inception as a boot camp to the current therapeutic community approach. Staff members encourage program participants to process decisions leading to problem behaviors based on whether the behavior is hurting them or someone else, against the rules, making things worse, selfish, or illegal. Probationers are prompted to identify thinking errors being used and alternative ways of thinking and behaving.

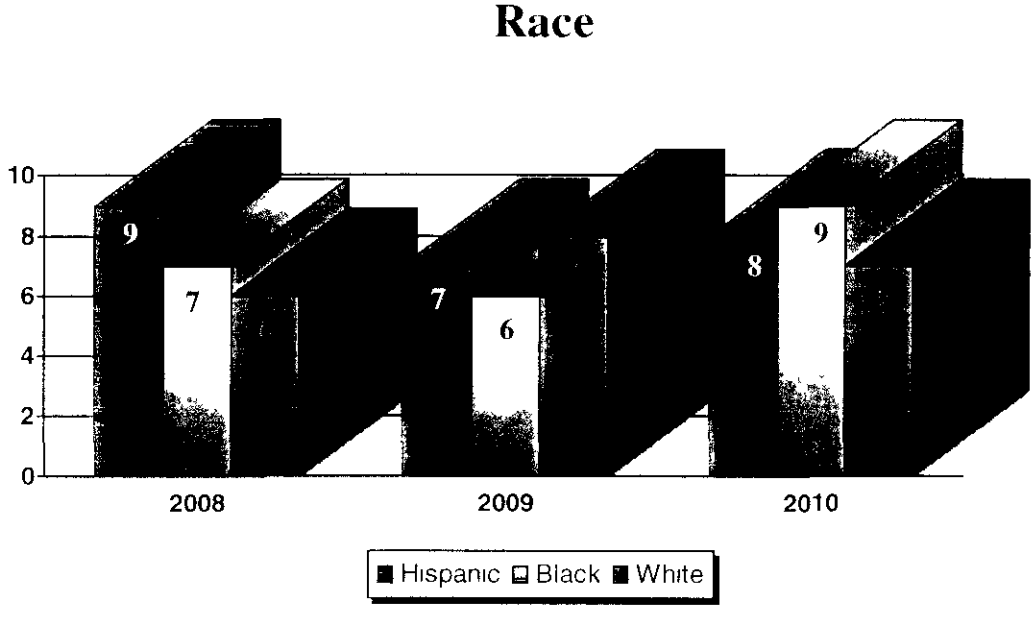
The TLC Residential Program served 24 juveniles during 2010. These juveniles were assigned to this program for a period of six to twelve months with requirements for participation in all required program activities and compliance with program rules, policies and procedures The TLC Residential Program is operated in a secure educational setting on location at the Jerry J Esmond Juvenile Justice Center, under the constant direction, supervision, and guidance of program staff referred to as Team Leaders Educational needs are provided for by contract with Dickinson Independent School District. Additional contract services include: psychological testing; psychiatric assessment and treatment; individual, group and family counseling, sex offender treatment, substance abuse education and treatment; Youth Cognitive Lifeskills training ; and onsite medical services

The TLC Program seeks to provide a program to effectively channel the delinquent juvenile's behavior into more positive outcomes in the forms of willing law abiding citizens, instilling within its participants the importance of self discipline, responsibility, and respect towards one's self and ones community. The TLC program was implemented to reduce the number of juveniles committed to the Texas Youth Commission

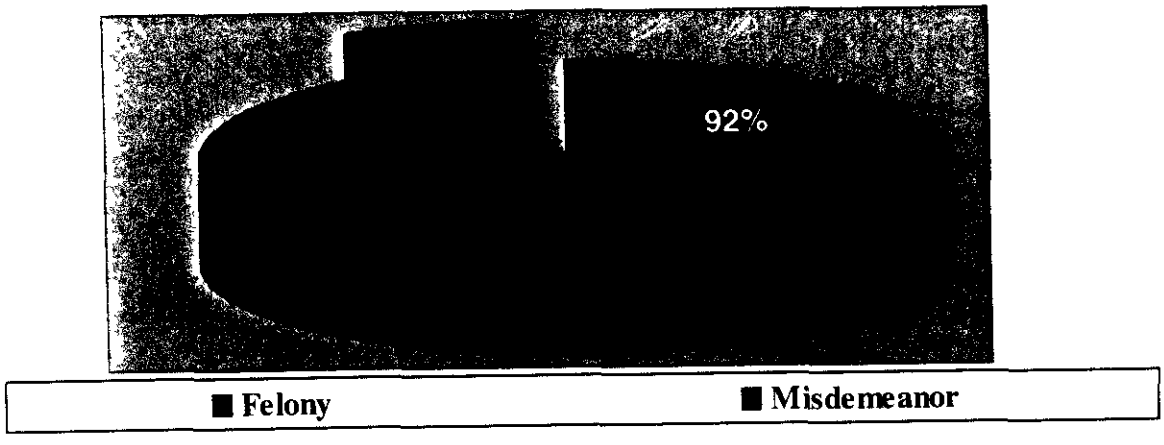
The capacity to care is the thing that gives life its deepest meaning and significance.

- PABLO CASALAS


Gender
2010
2009
2008
21
17
18
0
5
10
15
20
25
Male
Female

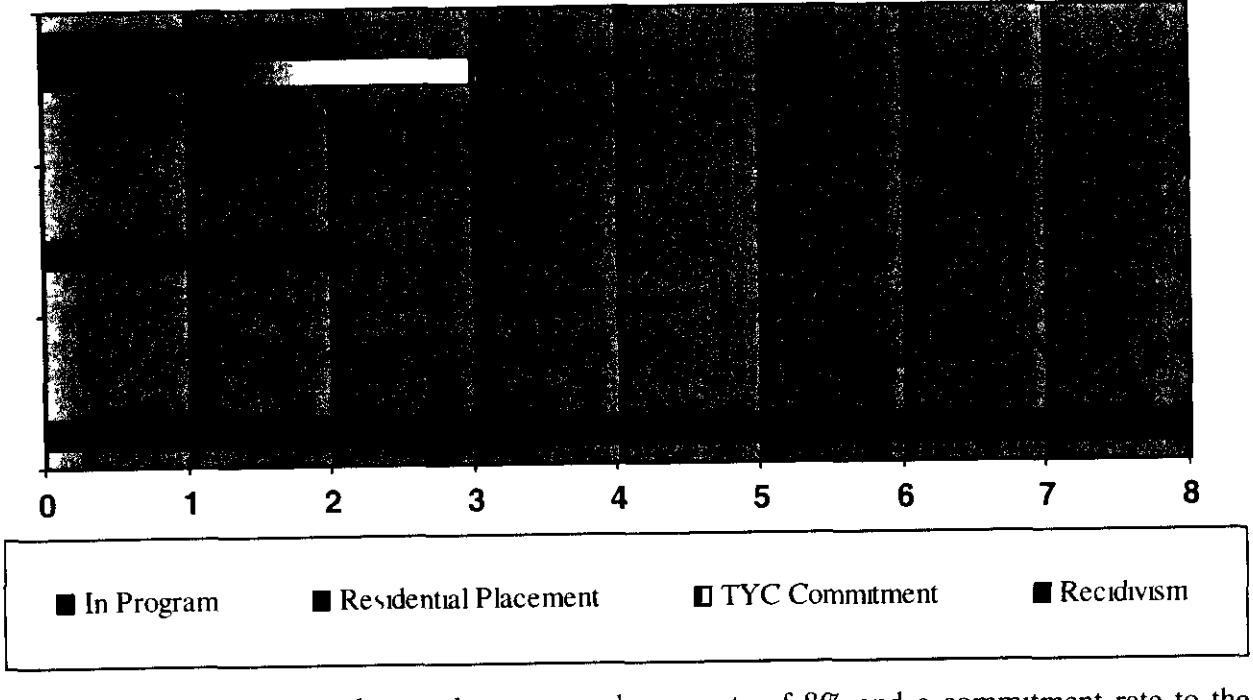

Race
10
8
6
4
2
0
9
7
7
6
8
9
2008
2009
2010
Hispanic
Black
White

Referral Offense / Reason



Residents are referred to the TLC Residential Program due to ongoing violation of probation rules and new offenses although 92% had been adjudicated for one or more felony offenses Approximately Seventy-one percent (71%) of the probationers assigned to the TLC Residential Program had a documented history of illegal drug use The majority had one or more adjudications for violation of probation

Outcomes



Outcomes, based on current data, indicate a recidivism rate of 8% and a commitment rate to the Texas Youth Commission of 12.5% based on outcomes for all youth assigned to the TLC Residential Program during 2010

This page is intentionally left blank.

DETENTION SERVICES
2010 ANNUAL STATISTICS

OBJECTIVE

The Galveston County Juvenile Justice Center's Detention section consists of twenty-nine (29) single occupancy rooms that address the needs of a male and female population The intake section assists in court proceedings, processing of admissions and releases 24 hours per day, and provides supervisory oversight for line staff during evenings, weekends, and holidays The fundamental purpose of the Galveston County Juvenile Justice program (detention section) is to provide a secure facility for the housing of juveniles believed to have engaged in some type of conduct indicating a need for some more structured kind of supervision, and being consistent with the protection of the public interest, to remove the taint of criminality and the consequence of criminal behavior from children committing unlawful acts, and provide a more therapeutic program that will reflect a program of treatment and training

WHAT WE PROVIDE

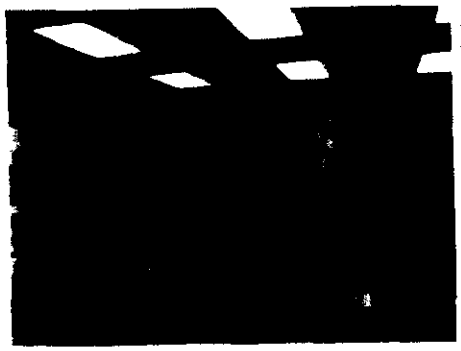
The detention section of the Juvenile Justice Center houses juvenile offenders between and including the ages of ten (10) through sixteen (16) and is oriented towards rehabilitation and concerned humanistic care The child who is placed in the detention program will participate in a comprehensive program, which includes diagnostic services, both indoor and outdoor recreation, education, programs opportunity for religious training and other services believed to be beneficial to the child

OUR GOAL

It is the goal of the detention program to provide security, individual programming, service, and transportation of juveniles being detained. Juvenile Detention is a designated temporary holding facility (under the jurisdiction of the courts) for male and females between and including age ten (10) through sixteen (16) years of age awaiting court disposition, transportation or placement. It is our philosophy to manage this program in accordance with the Texas Juvenile Probation Commission Standards and the Texas Family Code

Compassion is the chief law of human existence.
DOSTOYEVSKY

EDUCATION PROGRAMS

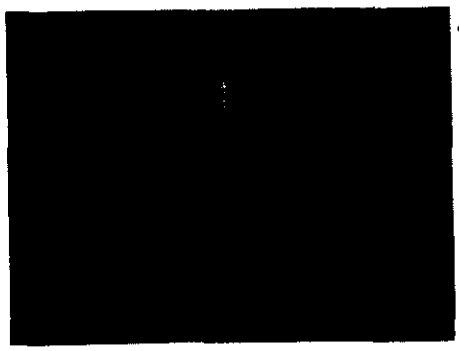


It is the policy of the Juvenile Justice Center to enroll every resident that is placed into detention in the school program The educational component is handled by the Dickinson Independent School District The sole purpose of the detention school program is to allow students the opportunity to continue their education and receive credit for their work while being detained. If a child brought into detention is detained from court, facility school personnel will notify the home district and an educational plan will be maintained for the youth while in our care Upon release, the home district will be notified and records information will be sent to the home district.

RELIGIOUS PROGRAMS

The fundamental purpose of the religious instruction is to expose the resident to some form of meaningful religious services giving them at a minimum, the feeling that religion has the capability to offer some meaning and direction to their lives This program is a voluntary effort on the part of the department and it should be made clear that children wishing to decline this opportunity may do so without any repercussions At present we have different religious groups and speakers that administer the services for the youth of our facility This includes all denominations of religious affiliation

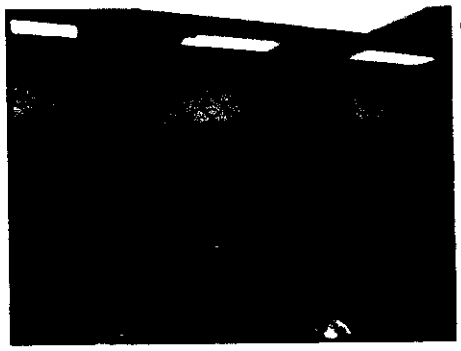
HEALTH SERVICE AUTHORITY



The Juvenile Justice Department contracts with the University of Texas Medical Branch for medical services and UTMB also serves as the department's Health Service Authority Medical staff are on site sixteen (16) hours a day five (5) days a week and are on call the remaining hours to meet our facility needs If a child needs medical attention during the time when there are no medical staff members on duty, the on-call medical staff member, UTMB ER, shall be called and informed of the situation by the intake officer on duty

The medical staff member shall make a decision on the plan of action for the medical problem All life threatening injuries shall be taken to Mainland Center Hospital via ambulance In all of the above cases, parent or guardian must be notified immediately

FOOD SERVICE



The Juvenile Justice Center contracts for the services of a food service vendor to prepare meals for the residents of the facility The Aramark Corporation has accepted the responsibility to provide food service needs for the Juvenile Justice program It is the responsibility of this vendor to deliver a high quality food service that can be audited against established nutritional and health standards. The Aramark Corporation provides competitive pricing that has resulted in reduced food service spending

TRAINING AND STAFF DEVELOPMENT

All newly employed staff of the Juvenile Justice Department will be provided with training needs to meet the Texas Juvenile Probation Commission Standards Certification and recertification eligibility requirements require an extensive look into the prospective candidate Each prospective candidate must be 21 years of age or older; may not have any of the following disqualifying criminal history felony conviction in any state within the last 10 years, no deferred adjudications for a felony against the law of this or any state within the last 10 years, no current felony probation or parole, no jailable misdemeanor convictions against the laws of this state or another state within the last 5 years, no jailable misdemeanors against the state or another state within the past 5 years, no current misdemeanor probation or parole, not registered as a sex offender

In addition to meeting the above stated requirements, an applicant for Detention/Probation must complete 80 hours of certification training prior to maintaining sole supervision of facility residents Each prospective applicant for detention must have either a high school diploma or a GED The applicant must be certified in CPR/First Aid as well as certification in Handle with Care (the facility's physical restraint technique)

Prior to the submission of certification, the following criminal history checks shall be conducted and returned on every certification applicant A Texas Criminal history background search; local law enforcement sex offender database check, and Federal Bureau of Investigation (FBI) fingerprint based criminal history background (NCIC) Applicants for Probation Officer must meet the above stated along with confirmation of educational requirement from an accredited University in the form of a certified transcript

PROGRAM EXPECTATIONS

The Galveston County Juvenile Justice Center operates according to written policies and procedures that govern all facets of the operations of the facility, which are approved by the Juvenile Board The rules, regulations and expectations are communicated and explained during orientation Detained juveniles are encouraged to make their detention experience as constructive as possible by demonstrating the positive side of their personality This is accomplished by improving decision making skills, teaching self awareness, setting positive goals, and making healthy choices

TREATMENT AND SAFETY

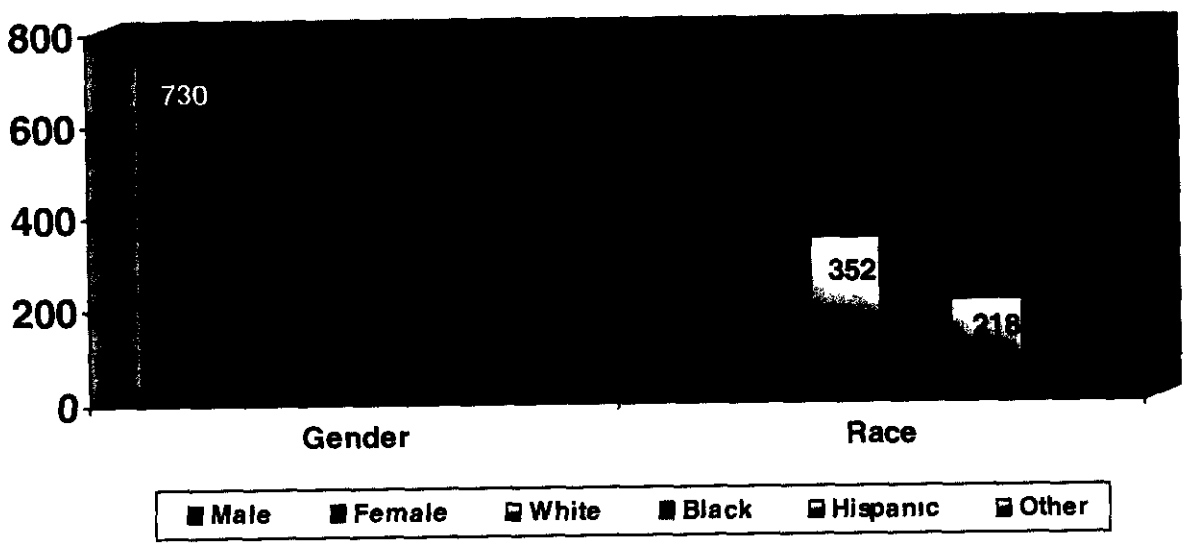
It is the responsibility of the Facility to document and report to the Texas Juvenile Probation Commission within 24 hours, the death, attempted suicide, escape and any serious injury including youth on youth assaults that requires medical treatment by a physician or physician's assistant that occurs within a facility. It is important to note, any employee, volunteer, intern of a facility shall report to the commission and local law enforcement any allegations of abuse, exploitation, or neglect of a resident that occurs in or involves an employee, volunteer, or intern of the Galveston County Juvenile Justice Center

DETENTION STATISTICS
2010

DETENTION

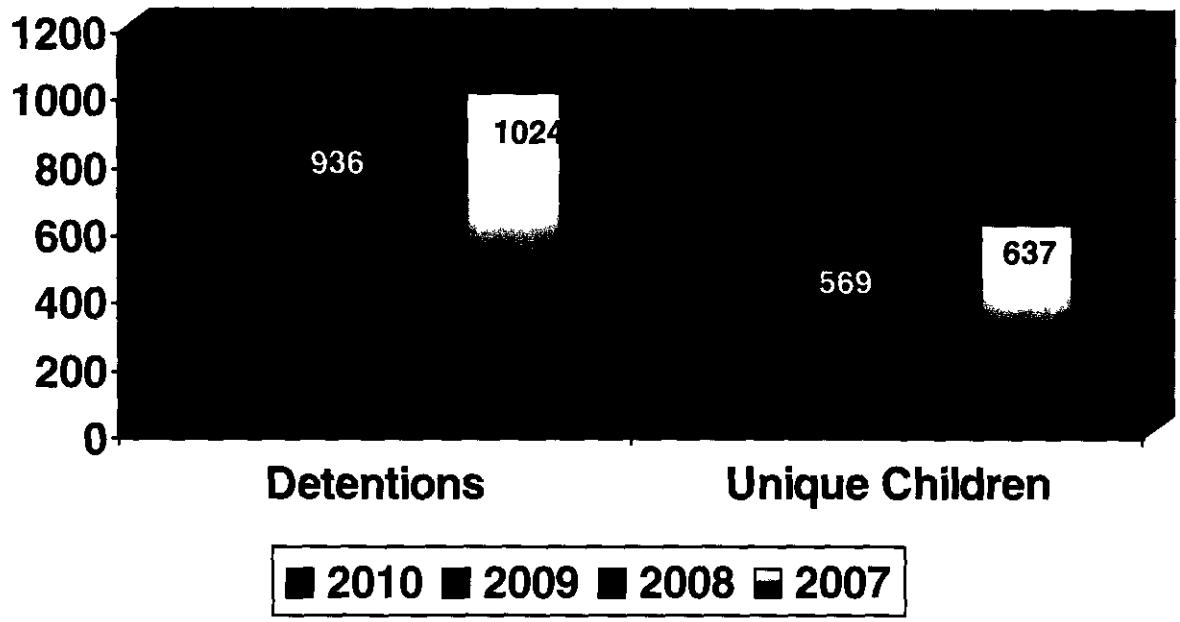
There were a total of 946 juvenile detentions in 2010 representing 532 unique children detained This number reflects 743 detentions for male offenders and 201 detentions for female offenders There were 258 detentions for felony referrals, 678 detentions for Class A & B misdemeanor referrals, 8 detentions for Class C misdemeanor referrals, and 0 detention for status offender There were a total of 9,807 detention days provided during 2010 The average daily population was 24, the highest daily population was 36, and the lowest daily population was 14 The average length of stay was 10 days, and the longest length of stay was 198 days A breakdown of detentions by race reflects a total of 375 Black, 322 White, 238 Hispanic, 2 Asian, and 7 Indian

2010 DEMOGRAPHIC DATA

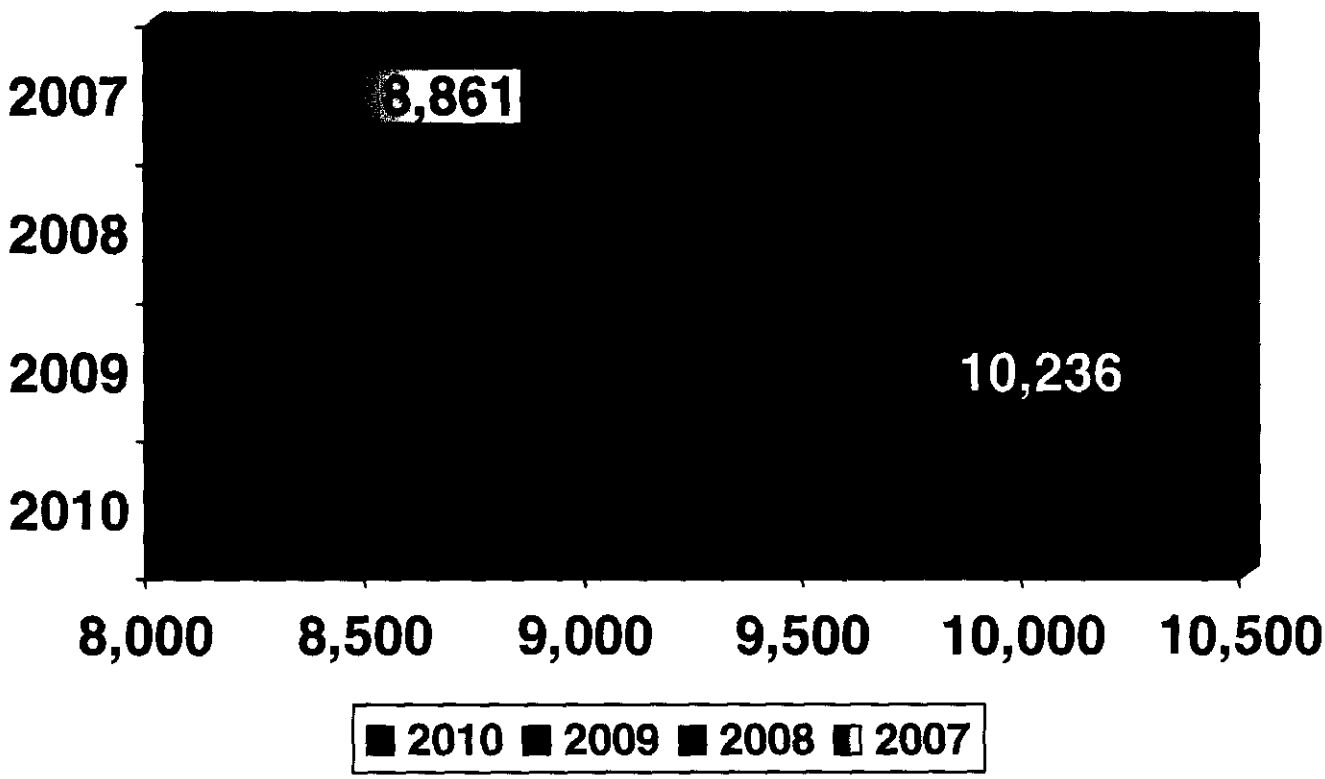


		BLACK	
2010		39%	
2009		38%	
2008		41%	
2007		42%	

NUMBER OF CHILDREN DETAINED



DETENTION DAYS



CONTRACT DETENTION

During 2010 the department did not provide any contract detention bed space for surrounding counties These contracts often serve an important role in counties that do not operate juvenile detention facilities of their own Prior to transporting a child to the Galveston County detention facility, the contracting agency is required to contact the Deputy Director of Detention to ensure that space is available All detentions are executed according to a proper order of a court from the contracting county having juvenile jurisdiction Services provided include 24 hour per day supervision, routine non-emergency medical examination and treatment within the facility, and a program of education, recreation, and counseling as needed to each child placed within the facility A representative of the contracting county is required to make contact with each child placed under contract at least three times per week including one in person visit In the event there is an unexpected increase in the detention population resulting in the facility exceeding rated capacity, the contracting county is required to remove the juvenile from the facility immediately The detention needs of Galveston County always take precedence over those from contracting counties Contractual provisions have been made for the removal of juveniles deemed mentally unfit, dangerous, unmanageable, or having a mental or physical health condition that might endanger the child or other occupants of the facility If it is determined that there is a need for emergency examination, treatment, or hospitalization of a juvenile placed under contract, the contracting county is notified and is contractually obligated to assume all financial liability for such treatment

AGENDA ITEM #7

GULF COAST CENTER
MENTAL HEALTH MENTAL RETARDATION
SUBSTANCE USE RECOVERY

RECEIVED
MAR 21 2011
GALVESTON COUNTY JUDGE

March 17, 2011

The Honorable Mark Henry
County Judge, Galveston County
Galveston County Courthouse
722 Moody – Suite 200
Galveston, TX 77553

To The Honorable Mark Henry

Enclosed please find the notice of meeting and agenda for the Gulf Coast Center Board of Trustees meeting for the month of March We did not have a meeting in February so the approved minutes for the January 26, 2011 meeting will be mailed to you with next months notice of meeting and agenda.

Should you have any questions or concerns please feel free to contact me at (409) 763-2373 or via email at rondaw@gcmhmr com

Thank you,

Ronda Wilson
Secretary to the Board of Trustees

Enclosures

123 ROSENBERG, SUITE 6
GALVESTON, TEXAS 77550

409.763.2373
FAX 409 763-5538

WWW GCMHMR.COM

Our mission is to enable and empower individuals and families to live quality lives

GULF COAST CENTER
MENTAL HEALTH • MENTAL RETARDATION
SUBSTANCE USE RECOVERY

NOTICE OF MEETING

March 17, 2011

MEMBERS OF THE BOARD OF TRUSTEES

The Gulf Coast Center Board of Trustees meeting for the month of March will be held on Wednesday, **March 23, 2011** at **6:30 p.m.** The meeting will be held at the **Southern Brazoria Community Service Center**, located at **101 Tigner - Angleton, Texas.**

Thank you.

Ronda Wilson
Secretary to the Board of Trustees

cc March Board of Trustees File

123 ROSENBERG, SUITE 6
GALVESTON, TEXAS 77550

409 763 2373
FAX 409 763-5538

WWW GCMHMR.COM

Our mission is to enable and empower individuals and families to live quality lives

THE GULF COAST CENTER

Regular Board of Trustees Meeting

The Board of Trustees of the Gulf Coast Center will have its regular monthly meeting at 6.30 p m on Wednesday, March 23, 2011 at the Southern Brazoria Community Service Center located at 101 Tigner, Angleton, Texas (979) 848-0933 If you need additional assistance to effectively participate in or observe either meeting please contact the Executive Director's office at (409) 763-2373 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist you

1. **CALL TO ORDER:** ..... Jamie Travis, Board Chair
2. **CITIZENS' COMMENTS:**
3. **BOARD MEMBERS' REPORTS:**
4. **PROGRAM PRESENTATION:** Emergency Mental Health Response Vehicle
5. **ACTION ITEMS:**
   - **a.** Review and approval of previous meeting minutes· January 26, 2011 **(Pg. 1-6)**
   - **b.** Consider the approval of the January 2011 check register
   - **c.** Consider the approval of the February 2011 check register.
   - **d.** Consider the acceptance of the 2010 United Way Galveston County Mainland Request for Funds
   - **e.** Consider the approval of the policy revisions to Section 7. Medication and other Treatments of the Gulf Coast Center Policy Manual

RECOVERY SERVICES ACTION ITEMS:

- **f.** Consider approval of the Amendment with Pathway to Recovery to render Level II & III residential services and detoxification treatment services to women recovering from addictions to alcohol and/or substances

  Term September 1, 2010 through August 31, 2011

  Service Area Recovery County of Service Galveston

  Amount not to exceed $292, 783 00 (increase of 80,000)

  Description This amendment is being sought to increase the allocation to Pathway to Recovery by $80,000 to use funds not expended by other providers

- **g.** Consider ratification of the MOU with The Red Carpet Inn for short term residential services for clients in the HUD Homeless Prevention Rapid Re-Housing Program of the Gulf Coast Center

  Term: February 1, 2011 through September 30, 2011

  Service Area Transitional Housing County of Service Galveston

  Reimbursement Amount $69/night

  Description This MOU shall be utilized for clients needing short term housing while transitioning to a permanent place to live All individuals referred must be in the HUD Homeless Prevention Rapid Re-Housing Program

MH ADULT SERVICES ACTION ITEMS:

- **h.** Consider approval of the new Clinical Affiliation Agreement with Brazosport College to provide clinical/practicum educational experience for its healthcare programs at Brazoria County Center facilities

  Term March 1, 2011 through August 31, 2012

Service Area Adult MH County of Service Brazoria
Description Brazosport College desires to utilize BCSC for training and education of its healthcare program i.e., nursing program

i. Consider ratification of the renewal agreement with Medical Doctors Associates LLC for the locum tenens physician coverage as needed
Term January 1, 2011 through December 31, 2011.
Service Area. Mental Health County of Service Galveston or Brazoria
Reimbursement Amount $147 83/hour (no change from FY10)
Description MDA provides psychiatrist/physician coverage when the Center is unable to provide coverage with its current physicians

j. Consider approval of the new agreement with NorTek Medical Staffing for locum tenens coverage at the Center's mental health clinics
Term March 15, 2011 – August 31, 2012
Service Area Mental Health County of Service Galveston and Brazoria
Total Amount not to exceed Get from Sarah Holt
Description NorTek will provide physician coverage when needed in the Center's mental health clinics

6. PENDING ACTION ITEMS:

Pending Action Items are those items which were on a prior board agenda but not completely resolved The items may be listed for update or final action by the Board

a. Acceptance of the contract addendum #2 with HGAC for the no-cost extension utilization period of October 1st, 2010 – September 30th, 2011 for additional Hurricane Ike SSBG grant funds in the amount of $494,140 as negotiated by the Center Total funds for use during the no-cost extension period: $2,099,813.

b. Acceptance of revised contract addendums with those MH Collaborative partner agencies with funds remaining in their original Hurricane Ike HGAC-SSBG partner contracts for the no-cost extension utilization period of October 1st, 2010 through September 30th, 2011 and deciding to continue into the no-cost extension period The revised contract addendums recognize the partner agencies' percentage of the additional Hurricane Ike SSBG grant funds awarded the Center for the MH Collaborative.

MH Collaborative Partner	Revised Addendum Total
ACCT	173,059
ADA	404,309
Arc of the Gulf Coast	202,615
BACODA	36,031
Catholic Charities	20,513
Family Service Center	225,968
Independence Village	19,866
Jesse Tree	29,737
Samaritan Women at the Well	53,992
Teen Health	250,055

c. Consider the approval to purchase two (2) 2011 Ford Fusions for the SSBG Grant for use by IDD Services and Mental Health Services as planned and budgeted for under the HGAC-SSBG grant no-cost extension grant period. These vehicles will be procured through Buyboard, the best value set-aside program for the two (2) proposed vehicles, with costs not to exceed $15,935 each for the Ford Fusions for a total not to exceed $31,870

d. Consider recommendation for auditing firm for the completion of the Center's FY2011 Annual Financial Compliance Audit. **(Pg. 7)**

7. **EXECUTIVE DIRECTOR'S CALENDAR:** Mike Winburn
   - Review of the Financial Report. **(Pg. 8-10)**
   - Grant Activity Update **(Pg. 11-12)**
   - Presentation and Review of State Comparative Reports. **(Pg. 13-15)**
   - Review and Discussion of ETBHN Activities and Updates
   - Review Texas Council Community MHMR Center Activities and Updates
   - FY11 2nd Quarter Board Center Review Reports.
   - Review TCRMF Quarterly Update **(Pg. 16)**
   - 2010 Annual Compliance Report Review and Training. **(Pg. 17-23)**
   - Legislative Update.
   - Presentation of Calendar of Upcoming Events
     - Texas Council Annual Conference – June 15-17, 2011 Westin Galleria – Houston, Texas

8. **ADJOURN**

AGENDA ITEM #8

STACY WHITEHURST
SUPERVISOR, REGULATORY POLICY

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

March 14, 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
1903 MAIN ST APT 316	LA MARQUE TX 77568	02-FEB-2011	511090
1903 MAIN ST APT 333	LA MARQUE TX 77568	02-FEB-2011	511091
1903 MAIN ST APT 331	LA MARQUE TX 77568	02-FEB-2011	511092
1903 MAIN ST APT 328	LA MARQUE TX 77568	02-FEB-2011	511093
MAIN ST	LA MARQUE TX 77568	02-FEB-2011	511094
1903 MAIN ST APT 315	LA MARQUE TX 77568	02-FEB-2011	511095
1903 MAIN ST APT 335	LA MARQUE TX 77568	02-FEB-2011	511119
W 621 1/2 MAIN ST UNIT SIGN	LEAGUE CITY TX 77573	01-MAR-2011	513729
4602 ECRET DR	DICKINSON TX 77539	14-FEB-2011	511899
1903 MAIN ST UNIT MAINT	LA MARQUE TX 77568	04-FEB-2011	511299
1903 MAIN ST APT 338	LA MARQUE TX 77568	02-FEB-2011	511152
1903 MAIN ST APT 311	LA MARQUE TX 77568	02-FEB-2011	511153
1903 MAIN ST APT 321	LA MARQUE TX 77568	02-FEB-2011	511154
1903 MAIN ST APT 325	LA MARQUE TX 77568	02-FEB-2011	511155
1903 MAIN ST APT 334	LA MARQUE TX 77568	02-FEB-2011	511149
1903 MAIN ST APT 324	LA MARQUE TX 77568	02-FEB-2011	511150
1903 MAIN ST APT 314	LA MARQUE TX 77568	02-FEB 2011	511151
1800 EGRET BAY BLV UNIT MM 19	LEAGUE CITY TX 77573	10-FEB-2011	511809
216 HAWKS VIEW DR	LA MARQUE TX 77568	16-FEB-2011	512169
0 LAKE RD	LA MARQUE TX 77568	15-FEB-2011	512079
5302 1/2 JEFFREY ST UNIT GARAGE	DICKINSON TX 77539	01-MAR-2011	513609
1509 MARIA ST	LEAGUE CITY TX 77573	28-FEB-2011	513459
W 1635 FM 646	LEAGUE CITY TX 77573	15-FEB-2011	511959
1800 EGRET BAY BLV UNIT TH COM	LEAGUE CITY TX 77573	15-FEB-2011	512109
3451 GULF FWY	DICKINSON TX 77539	18-FEB-2011	512589
921 BENTWOOD COVE	DICKINSON TX 77539	17-FEB-2011	512289
3301 5TH AVS UNIT #A	TEXAS CITY TX 77590	17-FEB-2011	512379
3301 5TH AVS UNIT #B	TEXAS CITY TX 77590	17-FEB-2011	512380

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
1903 MAIN ST APT 318	LA MARQUE TX 77568	09-FEB-2011	511629
W 1600 LEAGUE CITY PKWY STE S	LEAGUE CITY TX 77573	03-FEB-2011	511209
3411 ORANGE	TEXAS CITY TX 77590	15-FEB-2011	512019
5206 1/2 PARK AVE UNIT SHOP	DICKINSON TX 77539	25-FEB-2011	513429
1800 EGRET BAY BLV APT 15101	LEAGUE CITY TX 77573	28-JAN-2011	510441
1800 EGRET BAY BLV APT 15102	LEAGUE CITY TX 77573	28-JAN-2011	510442
1800 EGRET BAY BLV APT 15103	LEAGUE CITY TX 77573	28-JAN-2011	510443
1800 EGRET BAY BLV APT 15104	LEAGUE CITY TX 77573	28-JAN-2011	510444
2231 LAKEWAY DR	FRIENDSWOOD TX 77546	06-APR-2010	483668
2234 LAKEWAY DR	FRIENDSWOOD TX 77546	06-APR-2010	483669
2233 LAKEWAY DR	FRIENDSWOOD TX 77546	06-APR-2010	483670
2236 LAKEWAY DR	FRIENDSWOOD TX 77546	06-APR-2010	483671
505 INDEPENDENCE DR	FRIENDSWOOD TX 77546	17-MAY-2010	486252
S 2710 GULF FWY	LEAGUE CITY TX 77573	15-JUN-2010	488289
520 3RD N AVE	TEXAS CITY TX 77590	02-JUL-2010	489400
132 SACAJAWEA DR	LA MARQUE TX 77568	04-AUG-2010	490991
2204 COCHISE TRAIL	LEAGUE CITY TX 77573	13-AUG-2010	491919
129 BANDERA CREEK LN	FRIENDSWOOD TX 77546	08-SEP-2010	494799
133 BANDERA CREEK LN	FRIENDSWOOD TX 77546	08-SEP-2010	494800
137 BANDERA CREEK LN	FRIENDSWOOD TX 77546	08-SEP-2010	494801
S 214 FRIENDSWOOD DR STE B	FRIENDSWOOD TX 77546	08-SEP 2010	494829
19727 MC KAY RD TRLR C	ALVIN TX 77511	01-OCT-2010	498039
205 TEXAS AVE UNIT 2	LA MARQUE TX 77568	01-OCT-2010	498069
205 TEXAS AVE UNIT 3	LA MARQUE TX 77568	01-OCT-2010	498070
2915 OKLAHOMA AVE	LEAGUE CITY TX 77573	04-NOV-2010	501851
1810 WINDSWEPT ST	DICKINSON TX 77539	10-NOV-2010	501920
2414 LAKEWAY DR	FRIENDSWOOD TX 77546	12-APR-2010	484424
2408 NILELAKE CT	FRIENDSWOOD TX 77546	12-APR-2010	484425

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
2406 NILELAKE CT	FRIENDSWOOD TX 77546	12-APR-2010	484426
2404 NILELAKE CT	FRIENDSWOOD TX 77546	12-APR-2010	484427
2402 NILELAKE CT	FRIFNDSWOOD TX 77546	12-APR-2010	484428
2400 NILELAKE CT	FRIENDSWOOD TX 77546	12-APR-2010	484429
2314 LESLIE'S CT	FRIENDSWOOD TX 77546	12-APR-2010	484430
2312 LESLIE'S CT	FRIENDSWOOD TX 77546	12-APR-2010	484431
2310 LESLIE'S CT	FRIENDSWOOD TX 77546	12-APR-2010	484432
2308 LESLIE'S CT	FRIENDSWOOD TX 77546	12-APR-2010	484433
2309 LESLIE'S CT	FRIENDSWOOD TX 77546	12-APR-2010	484434
2311 LESLIE'S CT	FRIENDSWOOD TX 77546	12-APR-2010	484435
2313 LESLIE'S CT	FRIENDSWOOD TX 77546	12-APR-2010	484436
2406 LAKEWAY DR	FRIENDSWOOD TX 77546	12-APR-2010	484437
2404 LAKEWAY DR	FRIENDSWOOD TX 77546	12-APR-2010	484438
2402 LAKEWAY DR	FRIENDSWOOD TX 77546	12-APR-2010	484439
2400 LAKEWAY DR	FRIENDSWOOD TX 77546	12-APR-2010	484440
2401 LAKEWAY DR	FRIENDSWOOD TX 77546	12-APR-2010	484441
520 1/2 3RD N AVE UNIT STORAG	TEXAS CITY TX 77590	09-JUL-2010	489559
W 255 PARKWOOD AVE	FRIENDSWOOD TX 77546	31-AUG-2010	494169
5201 1/2 EMMETT F LOWRY UNIT BRIDGE	TEXAS CITY TX 77591	23-FEB-2011	512919
4038 PALMETTO CT	DICKINSON TX 77539	23-FEB-2011	512979
N 102 GOLDEN OAK DR	TEXAS CITY TX 77591	23-FEB-2011	512980
3800 BAKER DR UNIT GYM	DICKINSON TX 77539	23-FEB-2011	513010
W 1515 FM 646	LEAGUE CITY TX 77573	17-FEB-2011	512349
W 1601 PARKWOOD AVE	FRIENDSWOOD TX 77546	17-FEB-2011	512412
W 1649 PARKWOOD AVE UNIT CARWAS	FRIENDSWOOD TX 77546	17-FEB-2011	512413
S 1100 GULF FWY STE 290	LEAGUE CITY TX 77573	03-MAR-2011	514029
S 3010 GULF FWY STE M-1	LEAGUE CITY TX 77573	28-FEB-2011	513519
6704 SEQUOIA CREEK CT	LEAGUE CITY TX 77573	21-FEB-2011	512739

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
416 DRY GULLY CT	DICKINSON TX 77539	01-MAR-2011	513699
1903 MAIN ST UNIT HM3	LA MARQUE TX 77568	02-FEB-2011	510969
1903 MAIN ST APT 326	LA MARQUE TX 77568	02-FEB-2011	510970
1903 MAIN ST APT 323	LA MARQUE TX 77568	02-FEB-2011	510999
1903 MAIN ST APT 322	LA MARQUE TX 77568	02-FEB-2011	511029
1903 MAIN ST APT 332	LA MARQUE TX 77568	02-FEB-2011	511030
1903 MAIN ST APT 336	LA MARQUE TX 77568	02-FEB-2011	511031
1903 MAIN ST APT 313	LA MARQUE TX 77568	02-FEB-2011	511032
1903 MAIN ST APT 327	LA MARQUE TX 77568	02-FEB-2011	511059
1903 MAIN ST APT 312	LA MARQUE TX 77568	02-FEB-2011	511060
1903 MAIN ST APT 337	LA MARQUE TX 77568	02-FEB-2011	511061
1903 MAIN ST APT 317	LA MARQUE TX 77568	02-FEB-2011	511089
1800 EGRET BAY BLV APT 10103	LEAGUE CITY TX 77573	31-JAN-2011	510802
1800 EGRET BAY BLV APT 10104	LEAGUE CITY TX 77573	31-JAN-2011	510803
1800 1/2 EGRET BAY BLV UNIT CAB TV	LEAGUE CITY TX 77573	31-JAN-2011	510804
S 2532 1/2 GULF FWY UNIT HSE MT	LEAGUE CITY TX 77573	01-FEB-2011	510879
2323 MAIN STE B	LA MARQUE TX 77568	14-JUL-2010	489676
2902 AVENUE F	DICKINSON TX 77539	20-JUL-2010	490059
5102 1/2 CAICOS CALLE UNIT PUMP	DICKINSON TX 77539	29-SEP-2010	497619
S 2860 GULF FWY UNIT A	LEAGUE CITY TX 77573	04-NOV-2010	501853
W 1615 FM 646 UNIT D	LEAGUE CITY TX 77573	28-DEC-2010	505749
S 3290 GULF FWY UNIT D	LEAGUE CITY TX 77573	28-DEC-2010	505750
1113 RIVER CT	LEAGUE CITY TX 77573	28-DEC-2010	505839
6423 BOWERMAN RD UNIT #A	DICKINSON TX 77539	30-MAR-2010	482738
3822 ELDERBERRY DR	DICKINSON TX 77539	07-APR-2010	483829
CAICOS CALLE UNIT PUMP	DICKINSON TX 77539	25-MAY-2010	486581
8116 LOST LN	DICKINSON TX 77539	01-JUN-2010	486850
1872 1/2 HIGHWAY 3	LA MARQUE TX 77568	02-JUN-2010	486939

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
213 HAWKS VIEW DR	LA MARQUE TX 77568	04-JUN-2010	487269
4005 VIDEO ST UNIT SUPPOR	DICKINSON TX 77539	12-AUG-2010	491889
2403 BOSS UNIT SECLT	LA MARQUE TX 77568	18-AUG-2010	492519
301 NEWMAN RD APT 1209	LA MARQUE TX 77568	09-SEP-2010	495159
301 NEWMAN RD APT 1210	LA MARQUE TX 77568	09-SEP-2010	495160
301 NEWMAN RD APT 1301	LA MARQUE TX 77568	09-SEP-2010	495161
301 NEWMAN RD APT 1302	LA MARQUE TX 77568	09-SEP-2010	495162
301 NEWMAN RD APT 1303	LA MARQUE TX 77568	09-SEP-2010	495163
301 NEWMAN RD APT 1304	LA MARQUE TX 77568	09-SEP-2010	495164
301 NEWMAN RD APT 1305	LA MARQUE TX 77568	09-SEP-2010	495165
301 NEWMAN RD APT 1306	LA MARQUE TX 77568	09-SEP-2010	495166
301 NEWMAN RD APT 1307	LA MARQUE TX 77568	09-SEP-2010	495167
301 NEWMAN RD APT 1308	LA MARQUE TX 77568	09-SEP-2010	495189
301 NEWMAN RD APT 1309	LA MARQUE TX 77568	09-SEP-2010	495190
301 NEWMAN RD APT 1310	LA MARQUE TX 77568	09-SEP-2010	495191
1302 MILAZZO LN	LEAGUE CITY TX 77573	29-SEP-2010	497709
2874 BIANCO LN	LEAGUE CITY TX 77573	01-OCT-2010	498099
2873 BIANCO LN	LEAGUE CITY TX 77573	01-OCT-2010	498100
638 27TH N AVE	TEXAS CITY TX 77590	06-OCT-2010	498729
2707 MAIN	LA MARQUE TX 77568	06-OCT-2010	498759
2313 DURANGO BEND LN	FRIENDSWOOD TX 77546	07-OCT-2010	498999
6155 GRANGER LN	LEAGUE CITY TX 77573	13-OCT-2010	500304
7480 1/2 HWY 1765	TEXAS CITY TX 77591	06-MAY-2010	485648
7555 1/2 MEDICAL CENTER DR UNIT TVB	TEXAS CITY TX 77591	06-MAY-2010	485678
122 PALEOS FLINT DR	LA MARQUE TX 77568	06-MAY-2010	485679
W 1600 LEAGUE CITY PKWY UNIT J	LEAGUE CITY TX 77573	02-AUG-2010	490929
W 108 EDGEWOOD DR UNIT A	FRIENDSWOOD TX 77546	02-AUG-2010	490938
W 3111 PARKWOOD AVE UNIT B	FRIENDSWOOD TX 77546	03-AUG-2010	490962

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
222 HAWKS VIEW DR	LA MARQUE TX 77568	21-OCT-2010	501189
3325 PALMER HWY STE C	TEXAS CITY TX 77590	28-DEC-2010	505629
1800 EGRET BAY BLV APT 13303	LEAGUE CITY TX 77573	28-JAN-2011	510352
1800 EGRET BAY BLV APT 13304	LEAGUE CITY TX 77573	28-JAN-2011	510354
1800 EGRET BAY BLV APT 13305	LEAGUE CITY TX 77573	28-JAN-2011	510355
1800 EGRET BAY BLV APT 13306	LEAGUE CITY TX 77573	28-JAN-2011	510356
1800 EGRET BAY BLV APT 13307	LEAGUE CITY TX 77573	28-JAN-2011	510357
1800 EGRET BAY BLV APT 13308	LEAGUE CITY TX 77573	28-JAN-2011	510358
1800 EGRET BAY BLV UNIT HM 13	LEAGUE CITY TX 77573	28-JAN-2011	510429
1800 EGRET BAY BLV APT 14101	LEAGUE CITY TX 77573	28-JAN-2011	510430
1800 EGRET BAY BLV APT 14102	LEAGUE CITY TX 77573	28-JAN-2011	510431
1800 EGRET BAY BLV APT 14103	LEAGUE CITY TX 77573	28 JAN-2011	510432
1800 EGRET BAY BLV APT 14104	LEAGUE CITY TX 77573	28-JAN-2011	510433
1800 EGRET BAY BLV APT 14105	LEAGUE CITY TX 77573	28-JAN-2011	510434
1800 EGRET BAY BLV APT 14106	LEAGUE CITY TX 77573	28-JAN-2011	510435
1800 EGRET BAY BLV APT 14107	LEAGUE CITY TX 77573	28-JAN-2011	510436
1800 EGRET BAY BLV APT 14108	LEAGUE CITY TX 77573	28-JAN-2011	510437
1800 EGRET BAY BLV APT 14109	LEAGUE CITY TX 77573	28-JAN-2011	510438
1800 EGRET BAY BLV APT 14110	LEAGUE CITY TX 77573	28-JAN-2011	510439
1800 EGRET BAY BLV UNIT HM 14	LEAGUE CITY TX 77573	28-JAN-2011	510440
902 COZY HOLLOW LN	FRIENDSWOOD TX 77546	19-OCT-2010	501047
904 COZY HOLLOW LN	FRIENDSWOOD TX 77546	19-OCT-2010	501048
906 COZY HOLLOW LN	FRIENDSWOOD TX 77546	19-OCT-2010	501049
907 COZY HOLLOW LN	FRIENDSWOOD TX 77546	19-OCT-2010	501050
905 COZY HOLLOW LN	FRIENDSWOOD TX 77546	19-OCT-2010	501051
903 COZY HOLLOW LN	FRIENDSWOOD TX 77546	19-OCT-2010	501052
901 COZY HOLLOW LN	FRIENDSWOOD TX 77546	19-OCT-2010	501053
900 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501054

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
902 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501055
904 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501056
906 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501057
908 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501058
910 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501059
915 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501060
913 EMBER HILLS LN	FRIENDSWOOD TX 77546	19 OCT-2010	501061
911 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501062
909 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501063
907 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501064
905 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501065
903 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501066
901 EMBER HILLS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501067
2329 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501068
2327 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501069
2325 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501070
2323 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501071
2321 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501072
2319 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501073
2317 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501074
2311 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501075
2309 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501076
2307 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501077
2305 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501078
2303 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501079
2301 BRIGHTON PARK LN	FRIENDSWOOD TX 77546	19-OCT-2010	501080
5302 1/2 JEFFREY ST	DICKINSON TX 77539	21-DEC-2010	505179
211 HAWKS VIEW DR	LA MARQUE TX 77568	04-JAN-2011	506592

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
116 PALEOS FLINT DR	LA MARQUE TX 77568	18-JUN-2010	488769
4111 17TH STN	TEXAS CITY TX 77590	24-JUN-2010	489220
2875 BIANCO LN	LEAGUE CITY TX 77573	22-SEP-2010	496869
S 2530 GULF FWY	LEAGUE CITY TX 77573	22-SEP-2010	496930
203 1/2 PARK AVE	LEAGUE CITY TX 77573	22-SEP-2010	496931
297 1/2 PARK AVE	LEAGUE CITY TX 77573	22-SEP-2010	496932
124 SACAJAWEA DR	LA MARQUE TX 77568	01-DEC-2010	502929
5217 PHILLIPS	TEXAS CITY TX 77591	21-JAN-2011	509259
7111 MEDICAL CENTER DR BLDG C	TEXAS CITY TX 77591	21-JAN-2011	509260
301 TURQUOISE TRADE DR	LA MARQUE TX 77568	21-JAN-2011	509289
1800 EGRET BAY BLV APT 13108	LEAGUE CITY TX 77573	28-JAN-2011	510339
1800 EGRET BAY BLV APT 13201	LEAGUE CITY TX 77573	28-JAN-2011	510340
1800 EGRET BAY BLV APT 13202	LEAGUE CITY TX 77573	28-JAN-2011	510341
1800 EGRET BAY BLV APT 13203	LEAGUE CITY TX 77573	28-JAN-2011	510342
1800 EGRET BAY BLV APT 13204	LEAGUE CITY TX 77573	28-JAN-2011	510343
1800 EGRET BAY BLV APT 13205	LEAGUE CITY TX 77573	28-JAN-2011	510344
1800 EGRET BAY BLV APT 13206	LEAGUE CITY TX 77573	28-JAN-2011	510345
1800 EGRET BAY BLV APT 13207	LEAGUE CITY TX 77573	28-JAN-2011	510346
1800 EGRET BAY BLV APT 13208	LEAGUE CITY TX 77573	28-JAN-2011	510348
1800 EGRET BAY BLV APT 13301	LEAGUE CITY TX 77573	28-JAN-2011	510349
1800 EGRET BAY BLV APT 13302	LEAGUE CITY TX 77573	28-JAN-2011	510351
E 1101 FM 517 UNIT A	DICKINSON TX 77539	30-SEP-2010	497949
22000 HPS o/p 1 200 Watt	LA MARQUE TX 77568	14-OCT-2010	500447
1800 EGRET BAY BLV APT 9110	LEAGUE CITY TX 77573	31-JAN-2011	510798
1800 EGRET BAY BLV UNIT HM 9	LEAGUE CITY TX 77573	31-JAN-2011	510799
1800 EGRET BAY BLV APT 10101	LEAGUE CITY TX 77573	31-JAN-2011	510800
1800 EGRET BAY BLV APT 10102	LEAGUE CITY TX 77573	31-JAN-2011	510801
911 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	500998

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

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
909 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	500999
907 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501000
905 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501001
903 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501002
910 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501003
908 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501004
906 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501005
904 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501006
902 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501008
900 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	19-OCT-2010	501009
900 CACTUS RIDGE CT	FRIENDSWOOD TX 77546	19-OCT-2010	501010
902 CACTUS RIDGE CT	FRIENDSWOOD TX 77546	19-OCT-2010	501011
904 CACTUS RIDGE CT	FRIENDSWOOD TX 77546	19-OCT-2010	501039
N 3306 LOOP 197 BLDG A	TEXAS CITY TX 77590	20-AUG-2010	492909
E 1260 LEAGUE CITY PKWY STE 200	LEAGUE CITY TX 77573	16-SEP-2010	496089
4117 GUM DR	DICKINSON TX 77539	17-NOV-2010	501991
W 1615 FM 646 STE A	LEAGUE CITY TX 77573	18-NOV-2010	501999
2829 3RD AVS LOT LIGHTS	TEXAS CITY TX 77590	06-DEC-2010	503439
W 3280 PARKWOOD AVE	FRIENDSWOOD TX 77546	07-DEC-2010	503769
303 1/2 29TH STS UNIT TENTS	TEXAS CITY TX 77590	13-DEC-2010	504309
4043 PALMETTO CT	DICKINSON TX 77539	17-DEC-2010	505029
E 1901 MAIN ST STE A	LEAGUE CITY TX 77573	22-NOV-2010	502059
1800 EGRET BAY BLV APT 7101	LEAGUE CITY TX 77573	31-JAN-2011	510699
1800 EGRET BAY BLV APT 7102	LEAGUE CITY TX 77573	31-JAN-2011	510700
1800 EGRET BAY BLV APT 7103	LEAGUE CITY TX 77573	31-JAN-2011	510701
1800 EGRET BAY BLV APT 7104	LEAGUE CITY TX 77573	31-JAN-2011	510702
1800 EGRET BAY BLV APT 7105	LEAGUE CITY TX 77573	31-JAN-2011	510729
1800 EGRET BAY BLV APT 7106	LEAGUE CITY TX 77573	31-JAN-2011	510759

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
1800 EGRET BAY BLV APT 7107	LEAGUE CITY TX 77573	31-JAN-2011	510760
1800 EGRET BAY BLV APT 7108	LEAGUE CITY TX 77573	31-JAN-2011	510761
1800 EGRET BAY BLV APT 7109	LEAGUE CITY TX 77573	31-JAN-2011	510762
1800 EGRET BAY BLV APT 7110	LEAGUE CITY TX 77573	31-JAN-2011	510763
1800 EGRET BAY BLV UNIT HM 7	LEAGUE CITY TX 77573	31-JAN-2011	510764
1800 EGRET BAY BLV APT 8101	LEAGUE CITY TX 77573	31 JAN-2011	510765
1800 EGRET BAY BLV APT 8102	LEAGUE CITY TX 77573	31-JAN-2011	510767
1800 EGRET BAY BLV APT 8103	LEAGUE CITY TX 77573	31-JAN-2011	510768
1800 EGRET BAY BLV APT 8104	LEAGUE CITY TX 77573	31-JAN-2011	510769
1800 EGRET BAY BLV APT 8105	LEAGUE CITY TX 77573	31-JAN-2011	510770
1800 EGRET BAY BLV APT 8106	LEAGUE CITY TX 77573	31-JAN-2011	510771
1800 EGRET BAY BLV APT 8107	LEAGUE CITY TX 77573	31-JAN-2011	510772
1800 EGRET BAY BLV APT 8108	LEAGUE CITY TX 77573	31-JAN-2011	510773
1800 EGRET BAY BLV APT 8109	LEAGUE CITY TX 77573	31-JAN-2011	510774
1800 EGRET BAY BLV APT 8110	LEAGUE CITY TX 77573	31-JAN-2011	510775
1800 EGRET BAY BLV UNIT HM 8	LEAGUE CITY TX 77573	31-JAN-2011	510776
1800 EGRET BAY BLV APT 9101	LEAGUE CITY TX 77573	31-JAN-2011	510789
1800 EGRET BAY BLV APT 9102	LEAGUE CITY TX 77573	31-JAN-2011	510790
1800 EGRET BAY BLV APT 9103	LEAGUE CITY TX 77573	31-JAN-2011	510791
1800 EGRET BAY BLV APT 9104	LEAGUE CITY TX 77573	31-JAN-2011	510792
1800 EGRET BAY BLV APT 9105	LEAGUE CITY TX 77573	31-JAN-2011	510793
1800 EGRET BAY BLV APT 9106	LEAGUE CITY TX 77573	31-JAN-2011	510794
1800 EGRET BAY BLV APT 9107	LEAGUE CITY TX 77573	31-JAN-2011	510795
1800 EGRET BAY BLV APT 9108	LEAGUE CITY TX 77573	31-JAN-2011	510796
1800 EGRET BAY BLV APT 9109	LEAGUE CITY TX 77573	31-JAN-2011	510797
4011 VIDEO ST UNIT GYM	DICKINSON TX 77539	27-APR-2010	484989
3010 FM 519 UNIT VALVE	TEXAS CITY TX 77590	27-APR-2010	484990
2115 GILL RD	DICKINSON TX 77539	29-JUL-2010	490845

AGENDA ITEM #9a

Galveston County
Legal Department

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

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

RECEIVED
MAR 23 2011
GALVESTON COUNTY JUDGE

March 23, 2011

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

Re: County claim for recovery of property damages
Date of auto collision: 01/18/2011
Amount of Damage: $1,763.05

Gentlemen:

I am pleased to inform you that we have made a complete recovery in connection with the above referenced claim.

The facts underlying our claim are that on or about the above referenced date a minor auto collision occurred with a Galveston County Sheriff's department vehicle. The county vehicle was traveling northbound in the inside lane of SH 146 when the other vehicle traveling southbound on SH 146 attempted to turn left when unsafe and collided with the county vehicle. This settlement amount represents a full recovery for property damages in the amount of $1,763 05 No other claims are pending in this matter

We received the settlement check and it was deposited in the appropriate account through the Treasurer's office

Should you have any questions, please call

Sincerely,

Barry C. Willey

Barry C. Willey

BCW/mfa
Enclosures
11-019
cc: Sheriff Freddie Poor
Ron Shelby, Budget and Finance
Rufus Crowder, Purchasing Agent
Brandt Raeburn, Sheriff's Office

AGENDA ITEM #10

COUNTY OF GALVESTON

FY 2010

INVESTMENT REPORT

FOURTH QUARTER
July 1, 2010 through Sept 30, 2010

SUBMITTED BY

HON. KEVIN C. WALSH, CPA
COUNTY TREASURER
INVESTMENT OFFICER

&

RONALD C. SHELBY, CIO
DIRECTOR OF FINANCE & ADMINISTRATION
INVESTMENT OFFICER
BUDGET OFFICER

COUNTY OF GALVESTON

FY 2010 INVESTMENT REPORT
FOURTH QUARTER
JULY THROUGH SEPTEMBER

TABLE OF CONTENTS

A. COMPLIANCE AND REPORTING REQUIREMENTS- 1

B FINANCIAL SUMMARY – INVESTMENTS AT-A-GLANCE- 1

C. INDIVIDUAL INVESTMENT DETAIL
1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED- 2
2. NON-INVESTABLE FUNDS (FUNDS FOR ACCOUNTS PAYABLE)- 2

D. INTEREST EARNED
1 INTEREST SUMMARY FOR FUNDS 3
2 ARBITRAGE SUMMARY 4

E MARKET ENVIRONMENT AND FUTURE INVESTMENT PLANS- 5

EXHIBITS

Exhibit A. "FACT SHEET" AND PORTFOLIO SUMMARY
Exhibit B: MONTHLY Proof for Accuracy: MM, LGIP and CASH
Exhibit C: Portfolio Holdings by Security Type
Exhibit D: Earnings and Yields Summary Report
Exhibit E GASB 40 Report
Exhibit F: GASB 31 Compliance Detail
Exhibit G: Pending Investments
Exhibit H: Collateral Report
Exhibit I, Key Dates Calendar

FY 2010 INVESTMENT REPORT

JULY 1 THROUGH SEPT 30, 2010

Disclosure; Notice of Significant Concerns

There are currently no known areas of concern either with safety or diversity of investments held in Galveston County's Portfolio, or in regards to deposits held at any particular institutions.

A. COMPLIANCE AND REPORTING REQUIREMENTS

This report is made in accordance with the provisions of Government Code 2256 known as The Public Funds Investment Act, which requires the reporting of investments to Commissioners' Court at least quarterly. This reported was significantly revised with 4th Qtr 2010

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

B. FINANCIAL SUMMARY - INVESTMENTS AT-A-GLANCE

1. Securities held June 30, 2010[1]	$	2,696,593	see Previous Report
2. Securities Purchased (PAR) Jul 1 to Sep 30:[3]	$	15,000,000	see Exhibit F
3. Investments pending:	$	0	see Exhibit G
4. Securities matured Jul 1 to Sep 30:[3]	$	0	see Exhibit F
5. Securities Liquidated Jul 1 to Sep 30:[3]	$	0	see Exhibit F
6. Changes in Market Value Jul 1 to Sep 30:[4]	$	0	see Exhibit F
7. Invest Interest Rcvd Jul 1 to Sep 30:[2]	$	0	see Exhibit F
8. Market Value of Securities held Jun 30:[1]	$	17,754,244	see Exhibit C
9. Additional Investable funds as of Jun 30[B]	$	241,028,120	see Exhibit A **(See note)**
10. Interest Earnings (Cash) Apr 1–Jun 30	$	476,955 71	see Exhibit B

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

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

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

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

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

The County's Investment policy sets the Interest Yield Benchmark as the 6 month Treasury Bill. As of Sept 30, 2010 it yielded 0 193%. The actual interest yield on the entire portfolio (Cash and Securities) is currently 881%, including the $10 million required liquidity

The 6 month Treasury bill is a leading index in the industry and indicates the direction that short term rates are headed. It is not a target rate that Galveston County is aiming for. The 90 day Simple Moving Average 6 month Treasury Bill yield for the quarter ended September 30, 2010 is approximately 0.19%.

Galveston County currently owns 4 securities for a total market value of $17,754,244. There are no outstanding investment transactions at this time.

Cash flow analyses were done for bond project funds The County's investment procedures suggest that $10 million be kept as a liquidity base for current accounts payable with the remainder laddered out As of Sept 30, 2010 there was approximately $241,028,120 in additional funds that could be available for investment into securities Of this, 60% of it mainly represented funds currently at various pools yielding an average APY rate of .262% These amounts represent both general fund operating funds, and various bond and debt service funds Since Hurricane Ike hit on September 12, 2008, retaining higher liquidity levels has been necessary in order to manage cash flows before being reimbursed by FEMA for recovery projects.

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

C. INDIVIDUAL INVESTMENT DETAIL

1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED

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

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

(a) Currently, the County's investment procedures set aside $10,000,000 in highly liquid accounts to meet nearby obligations of the County As of Sept 30 2010, there was $107,329,619 in NOW Checking accounts, and Money Market Accounts. The balance was kept in pool accounts which are currently yielding around 0.26% versus our depository's Money Market accounts at 1.65% (before a netting of earnings credits and fees). The Depository yield dropped significantly beginning October 1, 2009 from 3.62% due to contract renegotiations and limited bond funds that could be kept at our main depository These funds are available on a daily basis to meet current needs. Given the impact of hurricane Ike and the need for cash flow liquidity until FEMA reimbursements are received, the plan is to let these funds remain liquid to cover short term obligations.

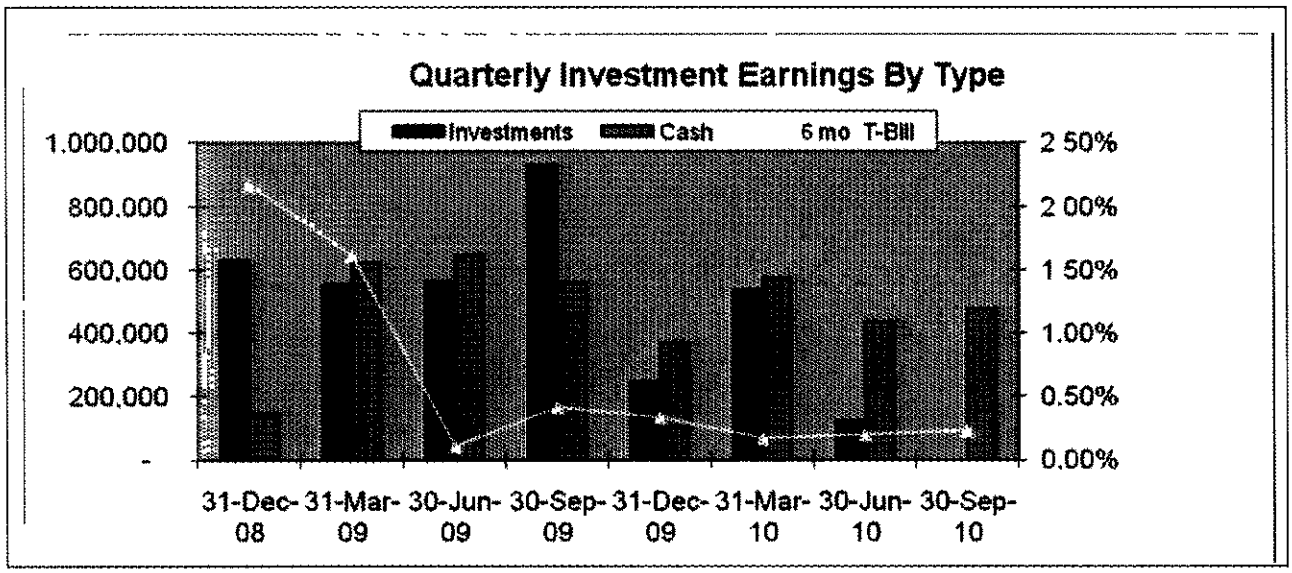
D. INTEREST EARNED

1. INTEREST SUMMARY FOR INVESTMENTS AND NON-INVESTABLE FUNDS

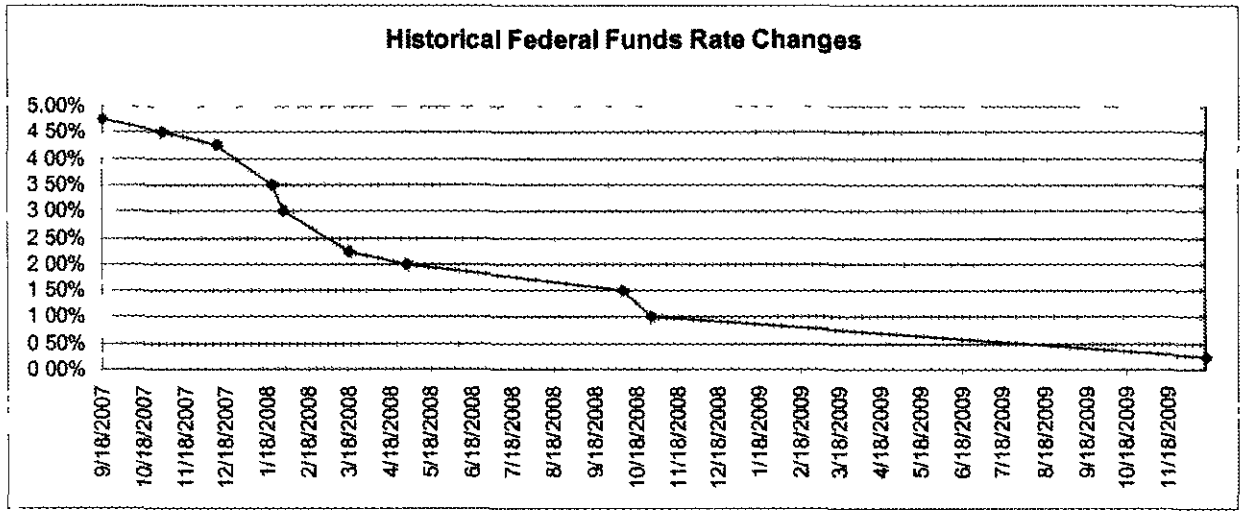
Income generated via the GASB 31 accounting method for both securities and cash accounts totaled $476,955 71 for the Fourth Quarter.

Under GASB 31, securities earned $0 (Exhibit F), due to change in market value and reversal of market value earnings on matured instruments, and received interest earnings of $0, due to interest paid/maturities/sales. The NOW, Money Market and Pool accounts (All Cash accounts) earned $476,955.71 (Exhibit B)/

Total Earnings (GASB 31 Method) for FY2010 are $2,767,591 (Securities: $913,486 and Cash accounts: $1,854,105) through the Fourth Quarter of the fiscal year.



The County's FY 2010 total budgeted Interest Revenue target is $2,304,000, down $696,500 from FY 2009. General Fund Interest Revenue is budgeted at $1,765,000. As of Sept 30, 2010, $1,397,795 had been credited to the General Fund (Obj Code 4811010). The Federal Reserve's actions to drop interest rates in order to avoid recession has strongly impacted the county's investment earnings.



The continuing drop in the 6-month T-Bill rate is the result of the Federal Reserve dropping the Fed Funds rate 450 Basis points, due to problems in the housing and credit markets. The average weighted Yield to Maturity of Galveston County's Investments, as of Sept 30, 2010, was 1.546% excluding all Cash accounts (Schedule B), with a Weighted Average Maturity (WAM) of 266 days Currently there are 4 CD investments at Amegy bank, outside of cash and pool accounts.

The YTM of the entire portfolio is .881% with a WAM of 18 days as of Sept 30, 2010.

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

Given the conflict between inflationary pressures, tightening credit markets due to mortgage market issues, and low consumer spending, the outlook for short term rates is expected to stay low and flat over the next 6 months. (See Market Environment)

2. ARBITRAGE SUMMARY

(a) **Definition:**

Arbitrage is the simultaneous purchase and sale of two securities in order to profit from price, or yield, discrepancies. In governmental finance, the most common occurrence of arbitrage involves the investment of the proceeds from the sale of lower yielding, tax-exempt securities into a taxable instrument that yields a higher rate, resulting in interest revenue in excess of the interest cost on the issued security The Federal Government would like to prohibit bond issuance by entities for the sole purpose of taking advantage of these price/yield discrepancies To do this, it has enacted laws which require the issuing entity to give up any excess earnings if they can't meet certain requirements regarding the expenditure of the proceeds from bond issues in question.

(b) **Galveston County Bond Issues – Arbitrage Report:**

Galveston County has 19 active bond issues which it is still monitoring and filing reports for arbitrage compliance and no arbitrage rebate liability has been identified All bonds were issued at rates significantly higher than rates which can currently be earned by investments in this environment

(C) **Follow-up needed regarding arbitrage**.

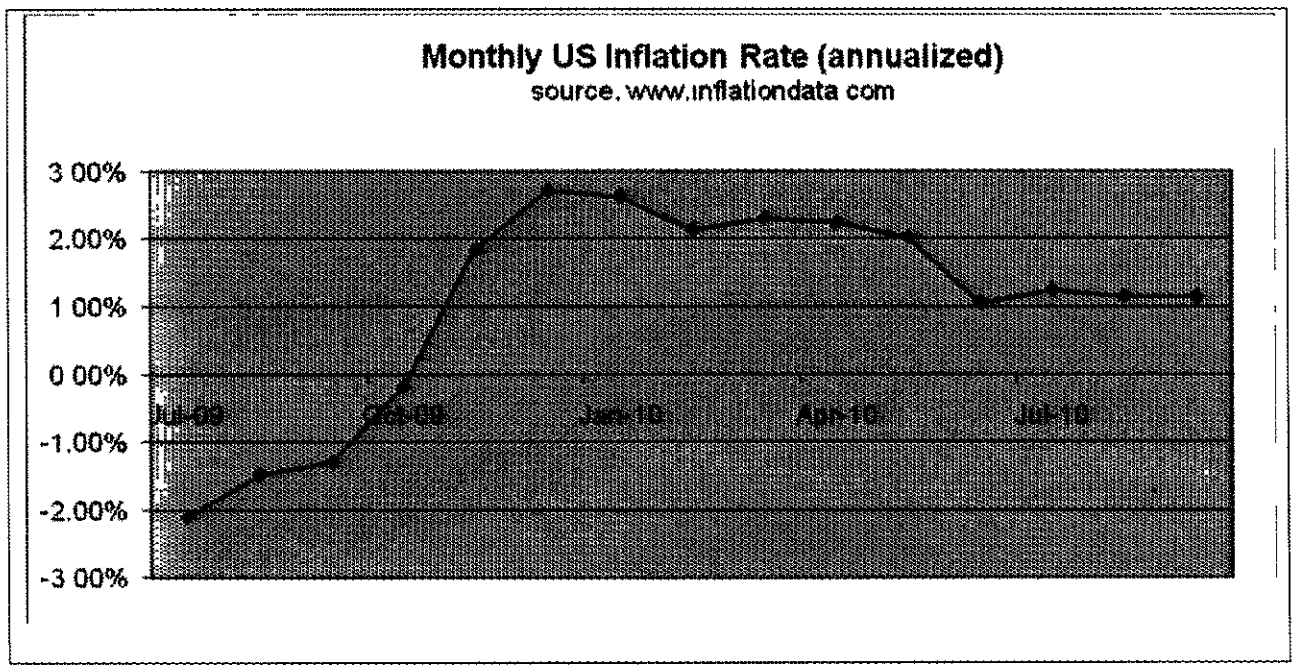
This office will continue to monitor arbitrage issues in relation to investments and keep commissioner's court informed of any changes in our rebate status. Many of the issues have been fully spent, and therefore, no longer have any liability associated with them other than reporting in a timely manner.

E. MARKET ENVIRONMENT AND FUTURE INVESTMENT PLANS

Very little has changed in the credit markets since the previous quarter;

The housing sector has not recovered from its drop in construction/manufacturing, sales, and overall home values in nearly all parts of the United States. Banks continue to experience mortgage losses. Unemployment claims continue to approximate 9.5%.

Further tightening in the credit markets, volatile stock prices, higher unemployment and decreasing homeowners equity, continues to depress consumer spending. Annualized inflation through Sept of 2010 has increased to 1.14%, versus 1 05% in June.



FY 2010 INVESTMENT REPORT

Galveston County, along with many smaller entities, continues to recover from damage caused by Hurricane Ike Community Development Block Grant housing repairs and reconstruction in various parts of the county has begun after extensive preparations.

Its anticipated that the combined impact of Hurricane Ike and the weak economy will continue to slow value growth in the county below rates seen in recent years, but no further decrease in values are currently anticipated. As a result, Moody's recently reconfirmed Galveston County's bond rating at "Aa2".

Any questions regarding investments, or this report, should be directed to Ron Shelby at (409) 770-5392, or Kevin Walsh at (409) 770-5395.

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

Ronald C Shelby
Director of Finance & Administration
Investment Officer/Budget Officer

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

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

Exhibit "A"

As of Sept 30, 2010

Galveston County, Texas

Liquid Cash Assets

Account	Balance	Percentage of Assets
	-	0%
Now/MM Accts (Bank)	107 329 619	40%
Certificated Bond Accounts	-	0%
Pooled Cash Accounts	143 698,501	53%
Sub-Totals	251,028 120	93%

Security Assets

Security	Market Value	Percentage of Assets
Agencies	$ -	0%
CDs	**17,754,244**	**7%**
Treasuries	-	0%
Sub-Totals	$ 17,754,244	7%
Total Assets	**268,782,364**	100%

Galveston County's Total Investable Assets.
(including Required Liquidity),

YTM @ Cost	0 881%
WAM	18 Days

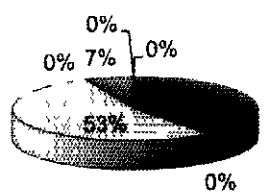
Target Investment Benchmark (9/30/10)

6 month US Treasury Bill Rate	0 193%
6 month Tbill 90 Day Moving Avg	0 190%

Investible Cash

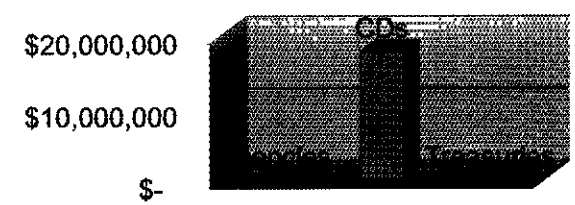
Current Liquid Cash Assets		$ 251,028,120
Required Cash Liquidity	($10,000,000)	
Outstanding Transfer Drctvs	$0	
Residual For Investment		**$241,028,120**

Distribution of Assets



- Now/MM Accts (Bank)
- Certificated Bond Accounts
- Pooled Cash Accounts
- Agencies
- CDs
- Treasuries

Diversification of Security Assets



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

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

Exhibit "B"

Tracker
Galveston County
Date To Date
MONTHLY Proof for Accuracy MM, LGIP, Cash
Report Format By CUSIP / Ticker
Group By: Portfolio Name
Portfolio / Report Group All Portfolios
Begin Activity Date 6/30/2010, End Activity Date 9/30/2010, Carrying Value Date 6/30/2010

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/Dividends	Ending Face Amount/Shares
0002 General Fund						
Lonestar Investment Pool LGIP	02LP483	40,441,955 51	6,983 91	40,448,748 20	6,983 91	191 22
MBIA LGIP	02MBIA001	100,467 79	73 97	0	73 97	100,541.76
Moody Bank MM	02MOODY290	2,991 35	1,688 72	0	16 72	4,680 07
Moody Bank MM	02MOODY357	0	46,537 20	0	47 61	46,537 20
Moody National Bank LGIP	02MOODY023	0	125,066 91	0	0	125,066 91
Moody National Bank MM	02MOODY126	25,394 81	18,626 25	118 15	144 14	43,902 91
Moodys National Bank MM	02MOODY140	1,600 63	6 06	0	6 06	1,606 69
Moodys National Bank MM	02MOODY196	1,425,018.87	1,670,295 60	881,315 52	8,196 44	2,213,998.95
Moodys National Bank MM	02MOODY204	2,050,907 44	19,310 88	893,700 95	4,528.39	1,176,517 37
Moodys National Bank MM	02MOODY212	126,188 17	31,479 42	14,251 00	468 16	143,416 59
Moodys National Bank MM	02MOODY220	5,443,241 75	7,882,839 31	3,092,097 37	15,128 47	10,233,983 69
Moodys National Bank MM	02MOODY238	917,880 86	190,600 52	431,748.85	2,938.85	676,732 53
Moodys National Bank MM	02MOODY283	22,960 87	86 92	0	86 92	23,047 79
Moodys National Bank MM	02MOODY480	87,268 18	85,548.05	170,621 53	533 14	2,194 70
Moodys National Bank MM	02MOODY555	15,496 09	58 66	0	58 66	15,554 75
Moodys National Bank MM	02MOODY577	189,648 40	789 83	0	789 83	190,438 23
Moodys National Bank MM	02MOODY938	75,408,380 75	44,048,774 24	35,431,620 17	308,459 61	84,025,534 82
Prosperity Bank LGIP	02PRSP531	0	9,122,345 75	6,460,426 14	0	2,661,919 61
Texas First Bank MM	02JP600	1,523,700 04	692,944 32	1,455 75	2,857 77	2,215,188 61
Texas First Bank MM	02TFB2PARKS	775,635 92	93,752 02	10	1,282 02	869,377 94
Texas Term LGIP	02TT112400	18,031 68	10 27	0	10 27	18,041.95
Sub Total/Average 0002 General Fund		**128,576,769.11**	**64,037,818.81**	**87,826,113.63**	**352,610.94**	**104,788,474 29**
3120 Lmt Tx Cnty Bld Bd 09B						
Texas Term LGIP	3120TT112403	37,487,757 88	20,753 75	1,941,845 40	20,753 75	35,566,666 23
Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B		**37,487,757.88**	**20,753.75**	**1,941,845.40**	**20,753.75**	**35,566,666.23**
3206 2003 Certificate / Obg						
Moodys National Bank MM	3206MNB953	2,758 10	11 49	0	11 49	2,769 59
Sub Total/Average 3206 2003 Certificate / Obg		**2,758.10**	**11.49**	**0**	**11.49**	**2,769 59**
3307 2003 Road Bonds						
Moodys National Bank MM	3307MNB979	3,470,863 17	14,408.60	11,264 72	14,408 60	3,474,007 05
TexPool LGIP	3307TP004	2,722,106 98	1,519 53	32,332 14	1,519 53	2,691,294 37
Sub Total/Average 3307 2003 Road Bonds		**6,192,970.15**	**15,928.13**	**43,596.86**	**15,928.13**	**6,165,301.42**

3308 2001 Road Bonds						
TexPool LGIP	3308TP003	181,598 83	97 57	16,783 21	97 57	164,913 19
Sub Total/Average 3308 2001 Road Bonds		**181,598 83**	**97.57**	**16,783 21**	**97.57**	**164,913 19**
3310 2007 Limited Tax Bonds						
Moodys National Bank MM	3310MNB920	3,773,920 02	511,918 83	2,333,056 11	8,914 26	1,952,782 74
TEXAS FIRST BANK LGIP	3310TFB385	20,033,441 36	30,817 89	0	30,817 89	20,064,259 25
TexPool LGIP	3310TP005	198,016 60	39 72	139,482 46	39 72	58,573 86
Sub Total/Average 3310 2007 Limited Tax Bonds		**24,005,377 98**	**542,776.44**	**2,472,538.57**	**39,771 87**	**22,075,615 85**
3312 Unlm Tx Rd Bd 09A						
Texas Term LGIP	3312TT112402	61,542,693 14	35,436 89	3,058,851 86	34,236 89	58 519,278 17
Sub Total/Average 3312 Unlm Tx Rd Bd 09A		**61,542,693.14**	**35,436 89**	**3,058,851.86**	**34,236 89**	**58,519,278 17**
3370 Lmt Tx Fld Cntl Bd 09C						
Texas Term LGIP	3370TT112404	14,067,593 83	8,013 46	0	8,013 46	14,075,607 29
Sub Total/Average 3370 Lmt Tx Fld Cntl Bd 09C		**14,067,593.83**	**8,013 46**	**0**	**8,013 46**	**14,075,607 29**
3373 COB Series 2008						
Moodys National Bank MM	3373MNB912	3,800 21	15 83	0	15 83	3,816 04
TexPool LGIP	3373TP007	4,171,316 03	2,350 54	0	2,350 54	4 173,666 57
Sub Total/Average 3373 COB Series 2008		**4,175,116 24**	**2,366 37**	**0**	**2,366 37**	**4,177,482 61**
4358 2007 Interest - Sinking						
Moodys National Bank MM	4358MNB987	13,474 57	56 12	0	56 12	13,530 69
TexPool LGIP	02TP006	1,600,341 42	901 74	0	901 74	1,601,243 16
Sub Total/Average 4358 2007 Interest - Sinking		**1,613,815 99**	**957 86**	**0**	**957 86**	**1,614,773 85**
4371 09 Debt Service						
Texas Term LGIP	4371TT112405	3,875,030 28	2,207 38	0	2,207 38	3,877,237 66
Sub Total/Average 4371 09 Debt Service		**3,875,030 28**	**2,207 38**	**0**	**2,207 38**	**3,877,237 66**
Total / Average		**281,721,481.53**	**64,666,368.15**	**85,359,779.53**	**476,955.71**	**251,028,120.15**

Previous Qtrs Interest Earnings: **1,377,149**

Total **1,854,105**

Exhibit "C"

Tracker
Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type
Report Format. By CUSIP / Ticker
Group By Security Type
Average By. Face Amount / Shares
Portfolio / Report Group All Portfolios
As of 9/30/2010

Description	CUSIP/Ticker	Face Amount/Shares	Market Value	Book Value	YTM @ Cost	Coupon Rate	Maturity Date	Days To Maturity	% of Portfolio
Certificate Of Deposit									
Amegy Bank 0 9 7/12/2011	CD899605533	5,007,612 76	5,007,612 76	5,007,612 76	0 9	0 9	7/12/2011	285	1 86
Amegy Bank 0 9 7/12/2011	CD899605558	5,007,612 76	5,007,612 76	5,007,612 76	0 9	0 9	7/12/2011	285	1 86
Amegy Bank 0 9 7/12/2011	CD899605541	5,007,612 76	5,007,612 76	5,007,612 76	0 9	0 9	7/12/2011	285	1 86
Sub Total / Average		**15,022,838 28**	**15,022,838.28**	**15,022,838.28**	**0.9**	**0.9**		**285**	**5.59**
Compound CD									
Amegy Bank 5 1 3/10/2011	CD899676233B	2,731,405 71	2,731,405 71	2,731,405 71	5 1	5 1	3/10/2011	161	1 02
Sub Total / Average		**2,731,405.71**	**2,731,405.71**	**2,731,405.71**	**5.1**	**5.1**		**161**	**1.02**
Local Government Investment Pool									
Lonestar Investment Pool LGIP	02LP483	191 22	191 22	191 22	0 23	0 23	N/A	1	0
MBIA LGIP	02MBIA001	100,541 76	100,541 76	100,541 76	0 29	0 29	N/A	1	0 04
Moody National Bank LGIP	02MOODY023	125,066 91	125,066 91	125,066 91	0	0	N/A	1	0 05
Prosperity Bank LGIP	02PRSP531	2,661,919 61	2,661,919 61	2,661,919 61	0	0	N/A	1	0 99
TEXAS FIRST BANK LGIP	3310TFB385	20,064,259 25	20,064,259 25	20,064,259 25	0 61	0 61	N/A	1	7 46
Texas Term LGIP	02TT112400	18,041 95	18,041 95	18,041 95	0 21	0 21	N/A	1	0 01
Texas Term LGIP	3120TT112403	35,566,666 23	35,566,666 23	35,566,666 23	0 21	0 21	N/A	1	13 23
Texas Term LGIP	4371TT112405	3,877,237 66	3,877,237 66	3,877,237 66	0 21	0 21	N/A	1	1 44
Texas Term LGIP	3370TT112404	14,075,607 29	14,075,607 29	14,075,607 29	0 21	0 21	N/A	1	5 24
Texas Term LGIP	3312TT112402	58,519,278 17	58,519,278 17	58,519,278 17	0 21	0 21	N/A	1	21 77
TexPool LGIP	02TP006	1,601,243 16	1,601,243 16	1,601,243 16	0 22	0 22	N/A	1	0 6
TexPool LGIP	3307TP004	2,691,294 37	2,691,294 37	2,691,294 37	0 22	0 22	N/A	1	1
TexPool LGIP	3308TP003	164,913 19	164,913 19	164,913 19	0 22	0 22	N/A	1	0 06
TexPool LGIP	3373TP007	4,173,666 57	4,173,666 57	4,173,666 57	0 22	0 22	N/A	1	1 55
TexPool LGIP	3310TP005	58,573 86	58,573 86	58,573 86	0 22	0 22	N/A	1	0 02
Sub Total / Average		**143,698,501 20**	**143,698,501.20**	**143,698,501.20**	**0 26244**	**0.262**		**1**	**53.46**
Money Market									
Moody Bank MM	02MOODY357	46,537 20	46,537 20	46,537 20	1 5	1 5	N/A	1	0 02
Moody Bank MM	02MOODY290	4,680 07	4,680 07	4,680 07	1 65	1 65	N/A	1	0
Moody National Bank MM	02MOODY126	43,902 91	43,902.91	43,902 91	1 65	1 65	N/A	1	0 02
Moodys National Bank MM	02MOODY555	15,554 75	15,554 75	15,554 75	1 5	1 5	N/A	1	0 01
Moodys National Bank MM	02MOODY196	2,213,998 95	2,213,998 95	2,213,998 95	1 5	1 5	N/A	1	0 82

Moodys National Bank MM	02MOODY283	23,047 79	23,047 79	23,047 79	1 5	1 5	N/A	1	0 01
Moodys National Bank MM	02MOODY577	190,438 23	190,438 23	190,438 23	1 65	1 65	N/A	1	0 07
Moodys National Bank MM	02MOODY220	10,233,983 69	10,233,983 69	10,233,983 69	1 5	1 5	N/A	1	3 81
Moodys National Bank MM	02MOODY938	84,025,534 82	84,025,534 82	84,025,534 82	1 65	1 65	N/A	1	31 26
Moodys National Bank MM	4358MNB987	13,530 69	13,530 69	13,530 69	1 65	1 65	N/A	1	0 01
Moodys National Bank MM	3373MNB912	3,816 04	3,816 04	3,816 04	1 65	1 65	N/A	1	0
Moodys National Bank MM	3307MNB979	3,474,007 05	3,474,007 05	3,474,007 05	1 65	1 65	N/A	1	1 29
Moodys National Bank MM	3206MNB953	2,769 59	2,769 59	2,769 59	1 65	1 65	N/A	1	0
Moodys National Bank MM	02MOODY480	2,194 70	2,194 70	2,194 70	1 5	1 5	N/A	1	0
Moodys National Bank MM	02MOODY238	676,732 53	676,732 53	676,732 53	1 5	1 5	N/A	1	0 25
Moodys National Bank MM	3310MNB920	1,952,782 74	1,952,782 74	1,952,782 74	1 65	1 65	N/A	1	0 73
Moodys National Bank MM	02MOODY204	1,176,517 37	1,176,517 37	1,176,517 37	1 5	1 5	N/A	1	0 44
Moodys National Bank MM	02MOODY140	1,606 69	1,606 69	1,606 69	1 5	1 5	N/A	1	0
Moodys National Bank MM	02MOODY212	143,416 59	143,416 59	143,416 59	1 5	1 5	N/A	1	0 05
Texas First Bank MM	02JP600	2,215,188 61	2,215,188 61	2,215,188 61	0 61	0 61	N/A	1	0 82
Texas First Bank MM	02TFB2PARKS	869,377 94	869,377 94	869,377 94	0 61	0 61	N/A	1	0 32
Sub Total / Average		**107,329,618 95**	**107,329,618 95**	**107,329,618 95**	**1 5998**	**1.6**		**1**	**39 93**
Total / Average		**268,782,364 14**	**268,782,364 14**	**268,782,364 14**	**0 88127**	**0 881**		**18**	**100**

Exhibit "D"

Tracker
Galveston County
Date To Date
TEXAS Earnings and Yields Summary Report
Report Format By Totals
Group By Security Type
Portfolio / Report Group All Portfolios
Begin Activity Date 6/30/2010, End Activity Date 9/30/2010, Carrying Value Date· 6/30/2010

Description	CUSIP/Ticker	Interest/Dividends	Ending YTM @ Cost
Certificate Of Deposit		22,838.28	0 9
Compound CD		34,812 88	5.1
Local Government Investment Pool		108,006.62	0 26244
Money Market		368,949 09	1 5998
Total / Average		534,606.87	0.88122

Exhibit "E"

Tracker
Galveston County
Portfolio Holdings
GASB 40 Report
Report Format By Transaction
Group By Security Type
Average By Face Amount / Shares
Portfolio / Report Group All Portfolios
As of 9/30/2010

Description	CUSIP/Ticker	Transaction ID	Issuer	Face Amount/Shares	Book Value	Market Value	Credit Rating 1	Credit Rating 2	% of Portfolio	Days To Maturity	Days To Call/Matu	Maturity Date	Next Call Date	Duration To Maturity
Certificate Of Deposit														
Amegy Bank 0 9 7/12/2011	CD899605533		Amegy Bank	3 804 93	3,804 93	3,804 93	None	None	0	285	285	7/12/2011		0 86
Amegy Bank 0.9 7/12/2011	CD899605533		Amegy Bank	3 807 83	3,807 83	3,807 83	None	None	0	285	285	7/12/2011		0.86
Amegy Bank 0 9 7/12/2011	CD899605533		Amegy Bank	5,000,000 00	5 000 000.00	5,000,000 00	None	None	1 86	285	285	7/12/2011		0 86
Amegy Bank 0 9 7/12/2011	CD899605558		Amegy Bank	5 000,000 00	5,000,000 00	5 000,000 00	None	None	1 86	285	285	7/12/2011		0 86
Amegy Bank 0 9 7/12/2011	CD899605558		Amegy Bank	3 804 93	3,804 93	3,804 93	None	None	0	285	285	7/12/2011		0 86
Amegy Bank 0 9 7/12/2011	CD899605558		Amegy Bank	3,807 83	3 807.83	3,807 83	None	None	0	285	285	7/12/2011		0 86
Amegy Bank 0 9 7/12/2011	CD899605541		Amegy Bank	3 804 93	3,804 93	3 804 93	None	None	0	285	285	7/12/2011		0 86
Amegy Bank 0 9 7/12/2011	CD899605541		Amegy Bank	5,000 000 00	5 000,000 00	5,000 000 00	None	None	1 86	285	285	7/12/2011		0 86
Amegy Bank 0 9 7/12/2011	CD899605541		Amegy Bank	3 807 83	3 807 83	3,807 83	None	None	0	285	285	7/12/2011		0 86
Sub Total / Average				**15,022,838.28**	**15,022,838.28**	**15,022,838.28**			**5.59**	**285**	**285**			**0.86**
Compound CD														
Amegy Bank 5 1 3/10/2011	CD899676233B		Amegy Bank	2,731,405 71	2,731,405 71	2,731,405 71	None	None	1 02	161	161	3/10/2011		0.5
Sub Total / Average				**2,731,405.71**	**2,731,405.71**	**2,731,405.71**			**1.02**	**161**	**161**			**0.5**
Local Government Investment Pool														
Lonestar Investment Pool LGIP	02LP483		Lonestar Invest	191 22	191 22	191 22	None	None	0	1	1	N/A	N/A	0
MBIA LGIP	02MBIA001		MBIA	100,541 76	100,541 76	100,541 76			0.04	1	1	N/A	N/A	0
Moody National Bank LGIP	02MOODY023		Moody Nationa	125,066.91	125 066.91	125 066 91	None	None	0 05	1	1	N/A	N/A	0
Prosperity Bank LGIP	02PRSP531		Prosperity Bank	2 661 919 61	2,661,919 61	2,661 919 61	None	None	0 99	1	1	N/A	N/A	0
TEXAS FIRST BANK LGIP	3310TFB385		TEXAS FIRST BA	20,064 259 25	20 064 259 25	20,064,259 25	None	None	7 46	1	1	N/A	N/A	0
Texas Term LGIP	02TT112400		Texas Term	18 041 95	18 041 95	18,041 95			0.01	1	1	N/A	N/A	0
Texas Term LGIP	3120TT112403		Texas Term	35 566 666 23	35 566 666 23	35 566 666 23	None	None	13 23	1	1	N/A	N/A	0
Texas Term LGIP	4371TT112405		Texas Term	3,877 237 66	3 877 237 66	3,877,237 66	None	None	1.44	1	1	N/A	N/A	0
Texas Term LGIP	3370TT112404		Texas Term	14 075,607 29	14,075,607 29	14 075 607 29	None	None	5 24	1	1	N/A	N/A	0
Texas Term LGIP	3312TT112402		Texas Term	58 519 278 17	58,519,278 17	58,519,278 17	None	None	21 77	1	1	N/A	N/A	0
TexPool LGIP	02TP006		TexPool	1,601,243 16	1,601 243 16	1 601 243 16			0 6	1	1	N/A	N/A	0
TexPool LGIP	3307TP004		TexPool	2,691,294 37	2,691 294 37	2 691 294 37			1	1	1	N/A	N/A	0
TexPool LGIP	3308TP003		TexPool	164 913 19	164,913 19	164,913 19	None	None	0 06	1	1	N/A	N/A	0
TexPool LGIP	3373TP007		TexPool	4,173 666 57	4 173 666 57	4,173,666.57			1 55	1	1	N/A	N/A	0
TexPool LGIP	3310TP005		TexPool	58,573 86	58 573 86	58 573 86			0.02	1	1	N/A	N/A	0
Sub Total / Average				**143,698,501.20**	**143,698,501.20**	**143,698,501.20**			**53.46**	**1**	**1**			**0**
Money Market														
Moody Bank MM	02MOODY357		Moody Bank	46,537 20	46,537 20	46,537 20	None	None	0 02	1	1	N/A	N/A	0
Moody Bank MM	02MOODY290		Moody Bank	4 680 07	4 680 07	4 680 07	None	None	0	1	1	N/A	N/A	0
Moody National Bank MM	02MOODY126		Moody Nationa	43,902 91	43 902 91	43,902 91	None	None	0 02	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY555		Moodys Nation	15 554 75	15 554 75	15,554 75			0 01	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY196		Moodys Nation	2 213 998 95	2,213,998 95	2,213 998 95			0 82	1	1	N/A	N/A	0

Moodys National Bank MM	02MOODY283		Moodys Nation	23 047 79	23 047 79	23 047 79			0 01	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY577		Moodys Nation	190 438 23	190 438 23	190 438 23			0 07	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY220		Moodys Nation	10 233 983 69	10 233 983 69	10 233 983 69			3 81	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY938		Moodys Nation	84 025 534 82	84 025 534 82	84,025 534 82	None	None	31 26	1	1	N/A	N/A	0
Moodys National Bank MM	4358MNB987		Moodys Nation	13 530 69	13 530 69	13 530 69	None	None	0 01	1	1	N/A	N/A	0
Moodys National Bank MM	3373MNB912		Moodys Nation	3 816 04	3 816 04	3 816 04	None	None	0	1	1	N/A	N/A	0
Moodys National Bank MM	3307MNB979		Moodys Nation	3 474 007 05	3 474 007 05	3 474 007 05	None	None	1 29	1	1	N/A	N/A	0
Moodys National Bank MM	3206MNB953		Moodys Nation	2 769 59	2 769 59	2 769 59	None	None	0	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY480		Moodys Nation	2 194 70	2 194 70	2 194 70			0	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY238		Moodys Nation	676 732 53	676 732 53	676 732 53			0 25	1	1	N/A	N/A	0
Moodys National Bank MM	3310MNB920		Moodys Nation	1 952 782 74	1 952 782 74	1 952 782 74	None	None	0 73	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY204		Moodys Nation	1 176 517 37	1 176 517 37	1,176 517 37			0 44	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY140		Moodys Nation	1 606 69	1 606 69	1 606 69			0	1	1	N/A	N/A	0
Moodys National Bank MM	02MOODY212		Moodys Nation	143 416 59	143 416 59	143 416 59			0 05	1	1	N/A	N/A	0
Texas First Bank MM	02JP600		Texas First Bank	2 215 188 61	2 215 188 61	2 215 188 61			0 82	1	1	N/A	N/A	0
Texas First Bank MM	02TFB2PARKS		Texas First Bank	869 377 94	869 377 94	869 377 94			0 32	1	1	N/A	N/A	0
Sub Total / Average				**107,329,618 95**	**107,329,618 95**	**107,329,618 95**			**39 93**	**1**	**1**			**0**
Total / Average				[illegible]	[illegible]	[illegible]			[illegible]	[illegible]	[illegible]			**0 05**

Exhibit "F"

Tracker
Galveston County
Date To Date
GASB 31 Compliance Detail
Report Format By Transaction
Group By Security Type
Portfolio / Report Group All Portfolios
Begin Activity Date 6/30/2010, End Activity Date 9/30/2010, Carrying Value Date 6/30/2010

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Amortization End Date	Beginning Face Amount/Shares	Beginning MV	Buy Principal	Sell Principal	Amortized Premium - Total	Amortized Discount - Total	Change in MV	Ending MV
Certificate Of Deposit												
Amegy Bank 0 9 7/12/2011	CD899605533	8/11/2010	7/12/2011	7/12/2011	0	0	3 804 93	0	0	0	0	3 804 93
Amegy Bank 0 9 7/12/2011	CD899605533	9/11/2010	7/12/2011	7/12/2011	0	0	3 807 83	0	0	0	0	3 807 83
Amegy Bank 0 9 7/12/2011	CD899605533	7/12/2010	7/12/2011	7/12/2011	0	0	5 000 000 00	0	0	0	0	5 000 000 00
Amegy Bank 0 9 7/12/2011	CD899605541	8/11/2010	7/12/2011	7/12/2011	0	0	3 804 93	0	0	0	0	3 804 93
Amegy Bank 0 9 7/12/2011	CD899605541	7/12/2010	7/12/2011	7/12/2011	0	0	5 000 000 00	0	0	0	0	5 000 000 00
Amegy Bank 0 9 7/12/2011	CD899605541	9/11/2010	7/12/2011	7/12/2011	0	0	3 807 83	0	0	0	0	3 807 83
Amegy Bank 0 9 7/12/2011	CD899605558	7/12/2010	7/12/2011	7/12/2011	0	0	5 000 000 00	0	0	0	0	5 000 000 00
Amegy Bank 0 9 7/12/2011	CD899605558	8/11/2010	7/12/2011	7/12/2011	0	0	3 804 93	0	0	0	0	3 804 93
Amegy Bank 0 9 7/12/2011	CD899605558	9/11/2010	7/12/2011	7/12/2011	0	0	3 807 83	0	0	0	0	3 807 83
Sub Total/Average Certificate Of Deposit					**0**	**0**	**15,022,838 28**	**0**	**0**	**0**	**0**	**15,022,838 28**
Compound CD												
Amegy Bank 5 1 3/10/2011	CD899676233B	1/30/2009	3/10/2011	3/10/2010	10 825 61	10 825 61	0	0	0	0	0	10 825 61
Amegy Bank 5 1 3/10/2011	CD899676233B	7/28/2009	3/10/2011	3/10/2010	10 742 66	10 742 66	0	0	0	0	0	10 742 66
Amegy Bank 5 1 3/10/2011	CD899676233B	4/28/2009	3/10/2011	3/10/2010	10 959 27	10 959 27	0	0	0	0	0	10 959 27
Amegy Bank 5 1 3/10/2011	CD899676233B	10/28/2009	3/10/2011	3/10/2010	10 881 34	10 881 34	0	0	0	0	0	10 881 34
Amegy Bank 5 1 3/10/2011	CD899676233B	11/30/2008	3/10/2011	3/10/2010	10 733 93	10 733 93	0	0	0	0	0	10 733 93
Amegy Bank 5 1 3/10/2011	CD899676233B	8/30/2008	3/10/2011	3/10/2010	10 597 11	10 597 11	0	0	0	0	0	10 597 11
Amegy Bank 5 1 3/10/2011	CD899676233B	12/30/2008	3/10/2011	3/10/2010	10 432 67	10 432 67	0	0	0	0	0	10 432 67
Amegy Bank 5 1 3/10/2011	CD899676233B	5/28/2009	3/10/2011	3/10/2010	10 651 68	10 651 68	0	0	0	0	0	10 651 68
Amegy Bank 5 1 3/10/2011	CD899676233B	9/30/2008	3/10/2011	3/10/2010	10 643 02	10 643 02	0	0	0	0	0	10 643 02
Amegy Bank 5 1 3/10/2011	CD899676233B	12/28/2009	3/10/2011	3/10/2010	10 974 29	10 974 29	0	0	0	0	0	10 974 29
Amegy Bank 5 1 3/10/2011	CD899676233B	4/28/2010	3/10/2011	3/10/2011	11 531 44	11 531 44	0	0	0	0	0	11 531 44
Amegy Bank 5 1 3/10/2011	CD899676233B	2/28/2010	3/10/2011	3/10/2010	11 436 97	11 436 97	0	0	0	0	0	11 436 97
Amegy Bank 5 1 3/10/2011	CD899676233B	3/1/2007	3/10/2011	3/10/2010	2 277 002 12	2 277 002 12	0	0	0	0	0	2 277 002 12
Amegy Bank 5 1 3/10/2011	CD899676233B	6/28/2010	3/10/2011	3/10/2011	11 629 93	11 629 93	0	0	0	0	0	11 629 93
Amegy Bank 5 1 3/10/2011	CD899676233B	1/28/2010	3/10/2011	3/10/2010	11 387 63	11 387 63	0	0	0	0	0	11 387 63
Amegy Bank 5 1 3/10/2011	CD899676233B	9/28/2009	3/10/2011	3/10/2010	11 195 57	11 195 57	0	0	0	0	0	11 195 57
Amegy Bank 5 1 3/10/2011	CD899676233B	6/28/2009	3/10/2011	3/10/2010	11 052 88	11 052 88	0	0	0	0	0	11 052 88
Amegy Bank 5 1 3/10/2011	CD899676233B	11/28/2009	3/10/2011	3/10/2010	11 291 20	11 291 20	0	0	0	0	0	11 291 20
Amegy Bank 5 1 3/10/2011	CD899676233B	5/28/2010	3/10/2011	3/10/2011	11 207 80	11 207 80	0	0	0	0	0	11 207 80
Amegy Bank 5 1 3/10/2011	CD899676233B	11/30/2007	3/10/2011	3/10/2010	9 876 38	9 876 38	0	0	0	0	0	9 876 38
Amegy Bank 5 1 3/10/2011	CD899676233B	3/28/2009	3/10/2011	3/10/2010	9 860 11	9 860 11	0	0	0	0	0	9 860 11
Amegy Bank 5 1 3/10/2011	CD899676233B	7/30/2007	3/10/2011	3/10/2010	9 904 19	9 904 19	0	0	0	0	0	9 904 19
Amegy Bank 5 1 3/10/2011	CD899676233B	7/31/2007	3/10/2011	3/10/2010	10 032 06	10 032 06	0	0	0	0	0	10 032 06

Amegy Bank 5 1 3/10/2011	CD899676233B	6/30/2007	3/10/2011	3/10/2010	9 988 79	9,988 79	0	0	0	0	0	9,988 79
Amegy Bank 5 1 3/10/2011	CD899676233B	5/31/2008	3/10/2011	3/10/2010	9 791 17	9,791 17	0	0	0	0	0	9,791 17
Amegy Bank 5 1 3/10/2011	CD899676233B	3/31/2007	3/10/2011	3/10/2010	9,544 69	9,544 69	0	0	0	0	0	9 544 69
Amegy Bank 5 1 3/10/2011	CD899676233B	8/28/2009	3/10/2011	3/10/2010	11,147 28	11 147 28	0	0	0	0	0	11 147 28
Amegy Bank 5 1 3/10/2011	CD899676233B	5/31/2007	3/10/2011	3/10/2010	9 626 22	9 626 22	0	0	0	0	0	9 626 22
Amegy Bank 5 1 3/10/2011	CD899676233B	8/31/2007	3/10/2011	3/10/2010	9 750 49	9,750.49	0	0	0	0	0	9,750.49
Amegy Bank 5 1 3/10/2011	CD899676233B	2/29/2008	3/10/2011	3/10/2010	9 670.42	9 670 42	0	0	0	0	0	9,670.42
Amegy Bank 5 1 3/10/2011	CD899676233B	7/31/2008	3/10/2011	3/10/2010	10,212.47	10,212.47	0	0	0	0	0	10 212.47
Amegy Bank 5 1 3/10/2011	CD899676233B	2/28/2009	3/10/2011	3/10/2010	10,171.05	10 171 05	0	0	0	0	0	10 171 05
Amegy Bank 5 1 3/10/2011	CD899676233B	12/31/2007	3/10/2011	3/10/2010	10 248 36	10,248 36	0	0	0	0	0	10 248 36
Amegy Bank 5 1 3/10/2011	CD899676233B	10/30/2008	3/10/2011	3/10/2010	10 344 31	10,344 31	0	0	0	0	0	10,344 31
Amegy Bank 5 1 3/10/2011	CD899676233B	3/28/2010	3/10/2011	3/10/2011	10,374 90	10 374 90	0	0	0	0	0	10,374 90
Amegy Bank 5 1 3/10/2011	CD899676233B	6/30/2008	3/10/2011	3/10/2010	10,169 84	10 169.84	0	0	0	0	0	10 169.84
Amegy Bank 5 1 3/10/2011	CD899676233B	3/31/2008	3/10/2011	3/10/2010	10 044.41	10,044 41	0	0	0	0	0	10 044 41
Amegy Bank 5 1 3/10/2011	CD899676233B	1/31/2008	3/10/2011	3/10/2010	10 292 75	10,292 75	0	0	0	0	0	10 292 75
Amegy Bank 5 1 3/10/2011	CD899676233B	4/30/2008	3/10/2011	3/10/2010	10,086 52	10 086 52	0	0	0	0	0	10,086.52
Amegy Bank 5 1 3/10/2011	CD899676233B	10/31/2007	3/10/2011	3/10/2010	10 161.56	10 161 56	0	0	0	0	0	10,161 56
Amegy Bank 5 1 3/10/2011	CD899676233B	9/30/2007	3/10/2011	3/10/2010	10,117 74	10,117 74	0	0	0	0	0	10 117 74
Amegy Bank 5 1 3/10/2011	CD899676233B	9/28/2010	3/10/2011	3/10/2011	0	0	11,780 08	0	0	0	0	11,780 08
Amegy Bank 5 1 3/10/2011	CD899676233B	8/28/2010	3/10/2011	3/10/2011	0	0	11 729 27	0	0	0	0	11 729 27
Amegy Bank 5 1 3/10/2011	CD899676233B	7/28/2010	3/10/2011	3/10/2011	0	0	11,303 53	0	0	0	0	11,303.53
Sub Total/Average Compound CD					**2,696,592.83**	**2,696,592.83**	**34,812.88**	**0**	**0**	**0**	**0**	**2,731,405 71**
Local Government Investment Pool												
Lonestar Investment Pool LGIP	02LP483	4/30/2010	N/A		40 441 955.51	40,441,955.51	6,983 91	40 448 748 20	0	0	0	191 22
MBIA LGIP	02MBIA001	5/31/2006	N/A		100,467 79	100,467 79	73 97	0	0	0	0	100 541 76
Moody National Bank LGIP	02MOODY023	9/30/2010	N/A		0	0	125,066 91	0	0	0	0	125 066.91
Prosperity Bank LGIP	02PRSP531	9/30/2010	N/A		0	0	9,122,345 75	6,460,426 14	0	0	0	2,661,919 61
TEXAS FIRST BANK LGIP	3310TFB385	3/31/2010	N/A		20 033,441 36	20,033,441 36	30 817.89	0	0	0	0	20,064 259 25
Texas Term LGIP	02TT112400	3/20/2007	N/A		18,031 68	18 031 68	10 27	0	0	0	0	18,041 95
Texas Term LGIP	3120TT112403	9/29/2009	N/A		37,487,757 88	37 487,757.88	20,753 75	1 941 845.40	0	0	0	35,566,666 23
Texas Term LGIP	3312TT112402	9/29/2009	N/A		61 542 693 14	61,542 693 14	35,436.89	3,058,851 86	0	0	0	58,519 278 17
Texas Term LGIP	3370TT112404	9/29/2009	N/A		14,067,593 83	14 067 593.83	8,013 46	0	0	0	0	14,075 607 29
Texas Term LGIP	4371TT112405	9/29/2009	N/A		3 875 030 28	3,875,030 28	2,207.38	0	0	0	0	3,877 237 66
TexPool LGIP	02TP006	8/8/2007	N/A		1 600,341 42	1 600 341 42	901 74	0	0	0	0	1,601,243 16
TexPool LGIP	3307TP004	5/31/2006	N/A		2,722,106 98	2,722 106 98	1,519 53	32 332 14	0	0	0	2 691 294 37
TexPool LGIP	3308TP003	5/31/2006	N/A		181,598.83	181,598.83	97.57	16 783 21	0	0	0	164 913 19
TexPool LGIP	3310TP005	8/8/2007	N/A		198,016 60	198,016 60	39 72	139,482 46	0	0	0	58,573 86
TexPool LGIP	3373TP007	3/12/2008	N/A		4,171,316 03	4 171 316.03	2 350 54	0	0	0	0	4 173 666 57
Sub Total/Average Local Government Investment Pool					**186,440,351.33**	**186,440,351.33**	**9,356,619.28**	**52,098,469.41**	**0**	**0**	**0**	**143,698,501.20**
Money Market												
Moody Bank MM	02MOODY290	2/26/2010	N/A		2,991.35	2,991.35	1,688 72	0	0	0	0	4 680 07
Moody Bank MM	02MOODY357	7/30/2010	N/A		0	0	46 537 20	0	0	0	0	46 537 20
Moody National Bank MM	02MOODY126	2/26/2010	N/A		25,394 81	25 394.81	18 626 25	118 15	0	0	0	43 902 91
Moodys National Bank MM	02MOODY140	8/1/2006	N/A		1,600 63	1,600 63	6 06	0	0	0	0	1 606 69
Moodys National Bank MM	02MOODY196	8/1/2006	N/A		1 425 018 87	1,425,018 87	1 670 295 60	881,315 52	0	0	0	2,213 998 95
Moodys National Bank MM	02MOODY204	8/1/2006	N/A		2,050,907 44	2 050 907 44	19,310 88	893,700 95	0	0	0	1,176,517 37
Moodys National Bank MM	02MOODY212	8/1/2006	N/A		126 188 17	126,188 17	31 479 42	14 251 00	0	0	0	143 416 59
Moodys National Bank MM	02MOODY220	8/1/2006	N/A		5 443,241 75	5 443 241 75	7,882,839 31	3,092,097 37	0	0	0	10,233,983 69

Moodys National Bank MM	02MOODY238	6/30/2006	N/A		917 880 86	917 880 86	190 600 57	431 748 85	0	0	0	676 732 53
Moodys National Bank MM	02MOODY283	8/1/2006	N/A		22 960 87	22 960 87	86 92	0	0	0	0	23 047 79
Moodys National Bank MM	02MOODY480	8/1/2006	N/A		87 268 18	87 268 18	85 548 05	170 621 53	0	0	0	2 194 70
Moodys National Bank MM	02MOODY555	8/1/2006	N/A		15 496 09	15 496 09	58 66	0	0	0	0	15 554 75
Moodys National Bank MM	02MOODY577	8/1/2006	N/A		189 648 40	189 648 40	789 83	0	0	0	0	190 438 23
Moodys National Bank MM	02MOODY938	1/28/2009	N/A		75 408 380 75	75,408 380 75	44 048 774 24	35 431 620 17	0	0	0	84 025 534 82
Moodys National Bank MM	3206MNB953	1/28/2009	N/A		2 758 10	2 758 10	11 49	0	0	0	0	2 769 59
Moodys National Bank MM	3307MNB979	1/28/2009	N/A		3 470 863 17	3 470 863 17	14 408 60	11 264 72	0	0	0	3 474 007.05
Moodys National Bank MM	3310MNB920	1/28/2009	N/A		3,773 920 02	3 773 920 02	511 918 83	2 333 056 11	0	0	0	1 952 782 74
Moodys National Bank MM	3373MNB912	1/28/2009	N/A		3,800 21	3 800 21	15 83	0	0	0	0	3 816 04
Moodys National Bank MM	4358MNB987	1/28/2009	N/A		13 474 57	13 474 57	56 12	0	0	0	0	13 530 69
Texas First Bank MM	02JP600	6/30/2006	N/A		1 523 700 04	1 523 700 04	692 944 32	1 455 75	0	0	0	2 215 188 61
Texas First Bank MM	02TFB2PARKS	4/30/2007	N/A		775 635 92	775 635 92	93 752 02	10	0	0	0	869 377 94
Sub Total/Average Money Market					**95,281,130.20**	**95,281,130.20**	**55,309,748.87**	**43,261,260.12**	**0**	**0**	**0**	**107 329,618 95**
Total / Average					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Exhibit "G"

Pending Investments

As of Sept 30,2010

Galveston County, Texas

Transfer Directive Number:	Amount	Date Presented	Instrument	Depository/ Broker	Fund
Total:	$ -				

No investments are pending at this time

As of Sept 30, 2010
Galveston County, Texas

Location of Investment	Description of Allowable Investment Options	Allowable Collateral	Safekeeping Agent	Minimum Contracted Collatral Percentage	Total* Funds Invested or on Deposit	Total Collateral-Lwr FMV or Book 9/30/2010	Actual Collateral Percentage
Moody National Bank	Demand Deposits & Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 116,189,221	$ 133,587,208	**115%**
Texas First Bank Hitchcock & Santa Fe	Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 1,717,929	$ 2,825,959	**164%**
Texas First Bank Texas City	Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 23,183,943	$ 27,819,688	**120%**
Amegy Bank (Formerly Southwest Bank)	Time Depsosits	US Treasury Obligations, US Agencies, GNMAs Agency Letters of Credit	Federal Reserve Bank, or Chase Bank	110%	$ 15,022,838	$ 19,699,000	**131%**
				Totals	$ 156,113,932	$ 183,931,855	**118%**

*The first $250,000 00 of all bank deposits are insured by FDIC Moody National has coverage for $250,000 00 Each TFB Branch has $250K FDIC coverage
Texas First Bank Galveston has merged into Texas First Bank Texas City Amegy Bank has FDIC coverage for $250,000

2009/2010
Key Dates Calendar

Key Arbitrage Dates
2009-2013

March 22, 2011:	End of Next Rebate and Yield Restriction IRS Filing period for Ulmtd Tax Road bond series 2001 (10th year since issue). Control #13
March 22, 2011:	End of Next Rebate and Yield Restriction IRS Filing period for Just Ctr Pub Safety Bonds series 2001 (10th year since issue). Control #14
April 4, 2012:	End of Next Rebate IRS Filing period for Tax and Revenue COs Series 2002 (10th year since issue). Control #15
April 4, 2012:	End of Next Rebate IRS Filing period for Tax and Revenue COs Series 2002A (10th year since issue). Control #16
August 8, 2012:	End of Next Rebate IRS Filing Period for Pass-Through Toll Rev & Ltd Tax Bonds Series 2007 (5th year since issue). Control #24.
November 20, 2012:	end of Next Rebate IRS Filing Period for General Obligation Ref Bonds, Series 2007 (5th years since issue). Control #25
September 4, 2013·	End of Next Rebate IRS Filing Period for Combination Tax and Revenue COs 2003 C (10th year since issue). Control #19
September 4, 2013·	End of Next Rebate IRS Filing period for Limited Tax Criminal Justice Center Bonds Series 2003A (10th year since issue). Control #18
September 4, 2013	End of Next Rebate and Yield Restriction IRS Filing period for Unlimited Tax Road Bonds Series 2003 B (10th year since issue). Control #20

COUNTY OF GALVESTON

FY 2011

INVESTMENT REPORT

FIRST QUARTER
October 1, 2010 through Dec 31, 2010

SUBMITTED BY

HON. KEVIN C. WALSH, CPA
COUNTY TREASURER
INVESTMENT OFFICER

&

RONALD C. SHELBY, CIO
DIRECTOR OF FINANCE & ADMINISTRATION
INVESTMENT OFFICER
BUDGET OFFICER

COUNTY OF GALVESTON

FY 2011 INVESTMENT REPORT
FIRST QUARTER
OCTOBER THROUGH DECEMBER

TABLE OF CONTENTS

A. COMPLIANCE AND REPORTING REQUIREMENTS- 1

B FINANCIAL SUMMARY – INVESTMENTS AT-A-GLANCE- 1

C. INDIVIDUAL INVESTMENT DETAIL
- 1 INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED- 2
- 2. NON-INVESTABLE FUNDS (FUNDS FOR ACCOUNTS PAYABLE)- 2

D. INTEREST EARNED
- 1. INTEREST SUMMARY FOR FUNDS 3
- 2. ARBITRAGE SUMMARY 4

E. MARKET ENVIRONMENT AND FUTURE INVESTMENT PLANS- 5

EXHIBITS

Exhibit A: "FACT SHEET" AND PORTFOLIO SUMMARY
Exhibit B· MONTHLY Proof for Accuracy: MM, LGIP and CASH
Exhibit C· Portfolio Holdings by Security Type
Exhibit D: Earnings and Yields Summary Report
Exhibit E: GASB 40 Report
Exhibit F· GASB 31 Compliance Detail
Exhibit G: Pending Investments
Exhibit H· Collateral Report
Exhibit I, Key Dates Calendar

FY 2011 INVESTMENT REPORT

OCTOBER 1 THROUGH DECEMBER 31, 2010

Disclosure; Notice of Significant Concerns

There are currently no known areas of concern either with safety or diversity of investments held in Galveston County's Portfolio, or in regards to deposits held at any particular institutions.

A. COMPLIANCE AND REPORTING REQUIREMENTS

This report is made in accordance with the provisions of Government Code 2256 known as The Public Funds Investment Act, which requires the reporting of investments to Commissioners' Court at least quarterly. This report format was significantly revised with 4th Qtr 2010.

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

B. FINANCIAL SUMMARY - INVESTMENTS AT-A-GLANCE

1. Securities held Sept 30, 2010[1]	$	17,754,244	see Previous Report
2. Securities Purchased (PAR) Oct 1 to Dec 31[2,3]	$	0	see Exhibit F
3. Investments pending:	$	0	see Exhibit G
4. Securities matured Oct 1 to Dec 31:[3]	$	0	see Exhibit F
5. Securities Liquidated Oct 1 to Dec 31.[3]	$	0	see Exhibit F
6. Changes in Market Value Oct 1 to Dec 31:[4]	$	0	see Exhibit F
7. Invest Interest Rcvd Oct 1 to Dec 31:[2,]	$	0	see Exhibit F
8. Market Value of Securities held Dec 31:[1]	$	17,822,705	see Exhibit C
9. Additional Investable funds as of Dec 31[B]	$	214,669,137	see Exhibit A **(See note)**
10. Interest Earnings (Cash): Oct 1–Dec 31	$	413,721	see Exhibit B

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

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

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

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

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

The County's Investment policy sets the Interest Yield Benchmark as the 6 month Treasury Bill As of Dec 31, 2010 it yielded 0.191%. The actual interest yield on the entire portfolio (Cash and Securities) is currently .836%, including the $10 million required liquidity.

The 6 month Treasury bill is a leading index in the industry and indicates the direction that short term rates are headed. It is not a target rate that Galveston County is aiming for. The 90 day Simple Moving Average 6 month Treasury Bill yield for the quarter ended December 31, 2010 is approximately 0.182%

Galveston County currently owns 4 securities for a total market value of $17,822,705. There are no outstanding investment transactions at this time.

Cash flow analyses were done for bond project funds. The County's investment procedures suggest that $10 million be kept as a liquidity base for current accounts payable with the remainder laddered out. As of Dec 31, 2010 there was approximately $214,669,137 in additional funds that could be available for investment into securities. Of this, 65% of it mainly represented funds currently at various pools yielding an average APY rate of .214%. These amounts represent both general fund operating funds, and various bond and debt service funds. Since Hurricane Ike hit on September 12, 2008, retaining higher liquidity levels has been necessary in order to manage cash flows before being reimbursed by FEMA for recovery projects.

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

C. INDIVIDUAL INVESTMENT DETAIL

1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED

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

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

(a) Currently, the County's investment procedures set aside $10,000,000 in highly liquid accounts to meet nearby obligations of the County. As of Dec 31 2010, there was $91,715,265 in NOW Checking accounts, and Money Market Accounts. The balance was kept in pool accounts which are currently yielding around 0 21% versus our depository's Money Market accounts at 1.65% (before a netting of earnings credits and fees). The Depository yield dropped significantly beginning October 1, 2009 from 3.62% due to contract renegotiations and limited bond funds that could be kept at our main depository. These funds are available on a daily basis to meet current needs Given the impact of hurricane Ike and the need for cash flow liquidity until FEMA reimbursements are received, the plan is to let these funds remain liquid to cover short term obligations.

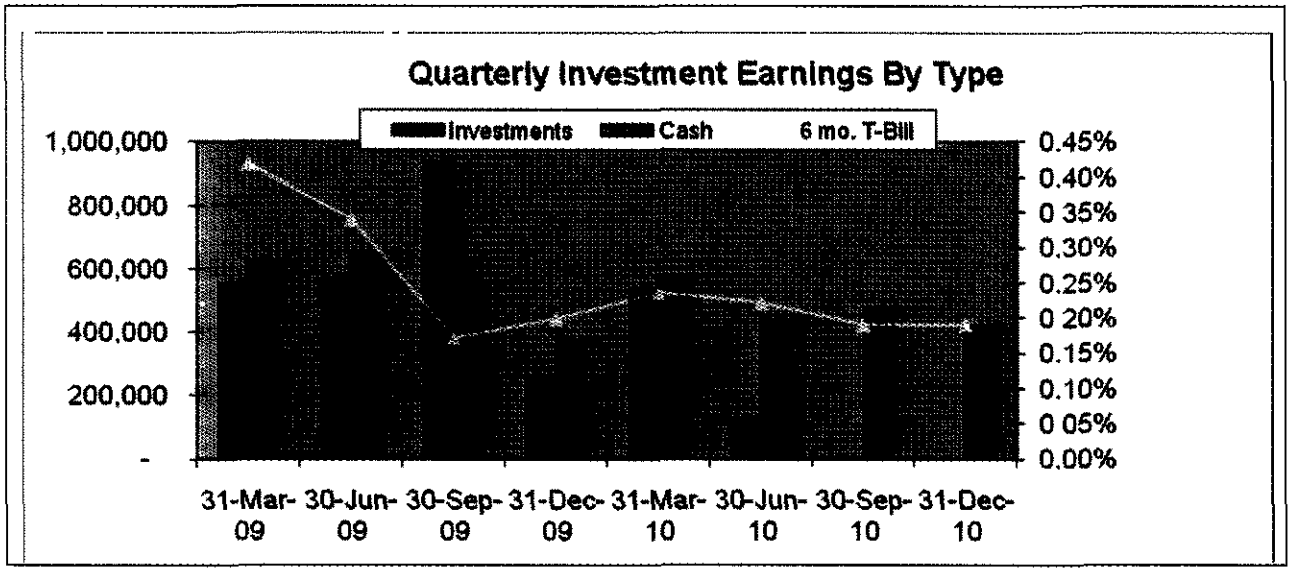
D. INTEREST EARNED

1. INTEREST SUMMARY FOR INVESTMENTS AND NON-INVESTABLE FUNDS

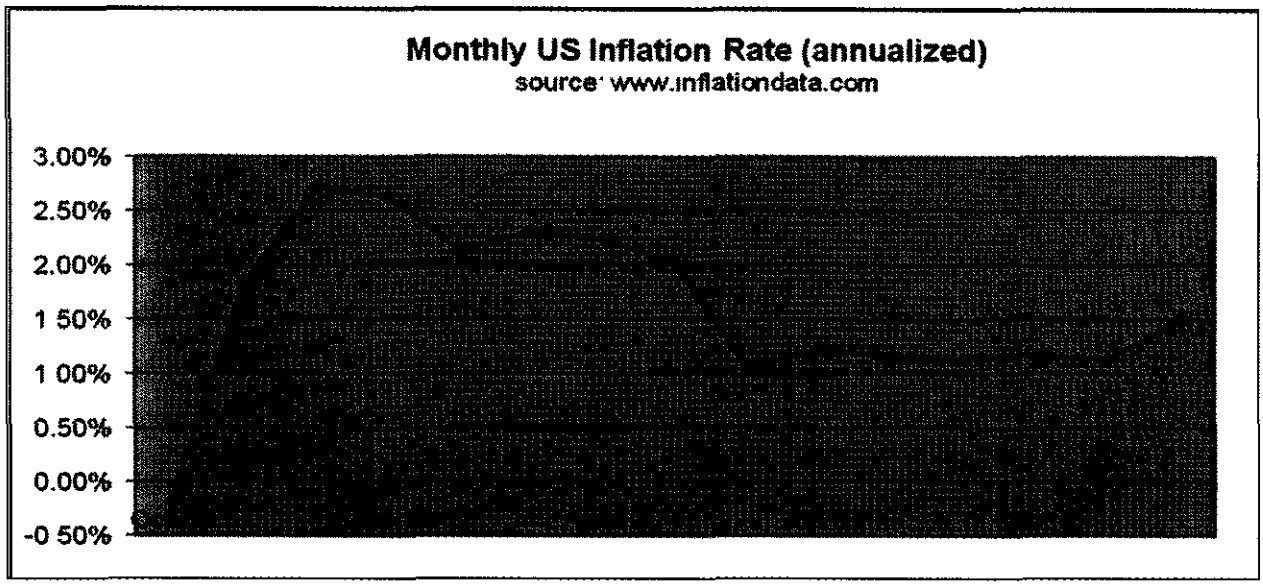
Income generated via the GASB 31 accounting method for both securities and cash accounts totaled $413,722 for the First Quarter

Under GASB 31, securities earned $0 (Exhibit F), due to change in market value and reversal of market value earnings on matured instruments, and received interest earnings of $0, due to interest paid/maturities/sales. The NOW, Money Market and Pool accounts (All Cash accounts) earned $413,722 (Exhibit B)/

Total Earnings (GASB 31 Method) for FY2011 are $413,722 (Securities: $0 and Cash accounts: $413,722) through the First Quarter of the fiscal year.



The County's FY 2011 total budgeted Interest Revenue target is $1,692,000, down $612,000 from FY 2010. General Fund Interest Revenue is budgeted at $1,300,000. As of Dec 31, 2010, $296,832 had been credited to the General Fund (Obj Code: 4811010) The Federal Reserve's actions to drop interest rates in order to avoid recession has strongly impacted the county's investment earnings.



The continuing drop in the 6-month T-Bill rate is the result of the Federal Reserve dropping the Fed Funds rate 450 Basis points, due to problems in the housing and credit markets. The average weighted Yield to Maturity of Galveston County's Investments (excluding Cash), as of Dec 31, 2010, was 1.55% excluding all Cash accounts (Schedule B), with a Weighted Average Maturity (WAM) of 174 days. Currently there are 4 CD investments at Amegy bank, outside of cash and pool accounts.

The YTM of the entire portfolio is 836% with a WAM of 14 days as of December 31, 2010

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

Given the conflict between inflationary pressures, tightening credit markets due to mortgage market issues, and low consumer spending, the outlook for short term rates is expected to stay low and flat over the next 6 months. (See Market Environment)

2. ARBITRAGE SUMMARY

(a) **Definition:**

Arbitrage is the simultaneous purchase and sale of two securities in order to profit from price, or yield, discrepancies. In governmental finance, the most common occurrence of arbitrage involves the investment of the proceeds from the sale of lower yielding, tax-exempt securities into a taxable instrument that yields a higher rate, resulting in interest revenue in excess of the interest cost on the issued security. The Federal Government would like to prohibit bond issuance by entities for the sole purpose of taking advantage

of these price/yield discrepancies. To do this, it has enacted laws which require the issuing entity to give up any excess earnings if they can't meet certain requirements regarding the expenditure of the proceeds from bond issues in question.

(b) **Galveston County Bond Issues – Arbitrage Report:**

Galveston County has 19 active bond issues which it is still monitoring and filing reports for arbitrage compliance and no arbitrage rebate liability has been identified. All bonds were issued at rates significantly higher than rates which can currently be earned by investments in this environment.

(C) **Follow-up needed regarding arbitrage**:

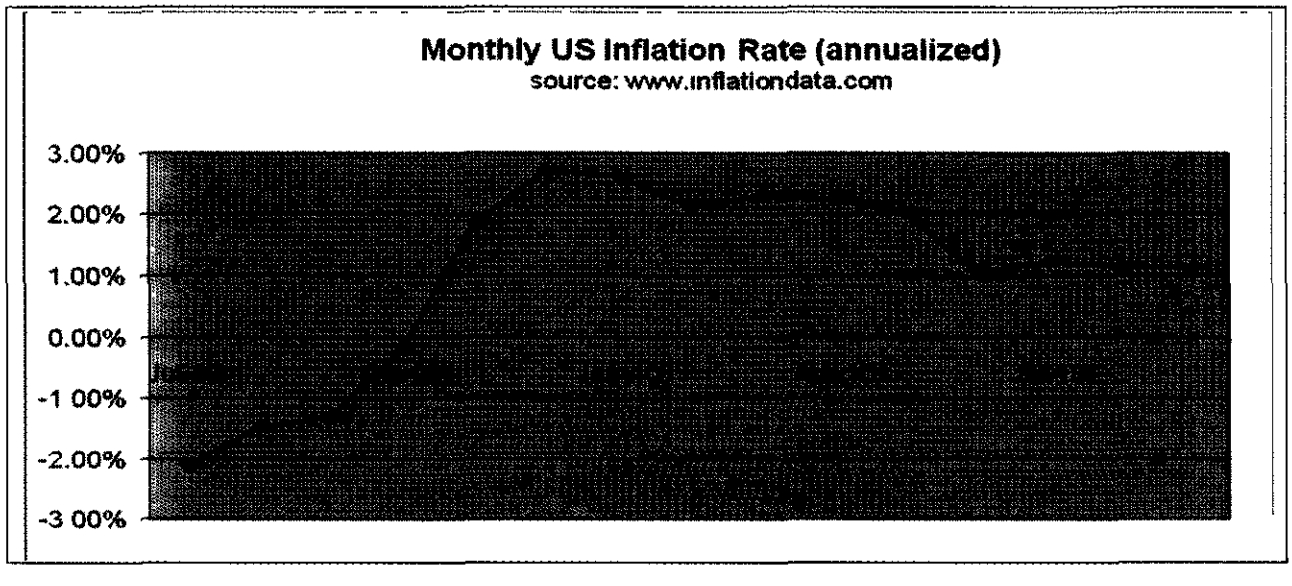
This office will continue to monitor arbitrage issues in relation to investments and keep commissioner's court informed of any changes in our rebate status. Many of the issues have been fully spent, and therefore, no longer have any liability associated with them other than reporting in a timely manner

E. MARKET ENVIRONMENT AND FUTURE INVESTMENT PLANS

Very little has changed in the credit markets since the previous quarter,

The housing sector has not recovered from its drop in construction/manufacturing, sales, and overall home values in nearly all parts of the United States. Banks continue to experience mortgage losses. Unemployment claims continue to approximate 9.5%

Further tightening in the credit markets, volatile stock prices, higher unemployment and decreasing homeowners equity, continues to depress consumer spending. Annualized inflation through December of 2010 has increased to 1.50%, versus 1.14% in September.



FY 2011 INVESTMENT REPORT

Galveston County, along with many smaller entities, continues to recover from damage caused by Hurricane Ike. Community Development Block Grant housing repairs and reconstruction in various parts of the county has begun after extensive preparations.

Its anticipated that the combined impact of Hurricane Ike and the weak economy will continue to slow value growth in the county below rates seen in recent years, but no further decrease in values are currently anticipated. As a result, Moody's recently reconfirmed Galveston County's bond rating at "Aa2".

Any questions regarding investments, or this report, should be directed to Ron Shelby at (409) 770-5392, or Kevin Walsh at (409) 770-5395.

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

Ronald C Shelby
Director of Finance & Administration
Investment Officer/Budget Officer

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

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

Exhibit "A"

As of Dec 31, 2010

Galveston County, Texas

Liquid Cash Assets

Account	Balance	Percentage of Assets
	-	0%
Now/MM Accts (Bank)	91,715,265	38%
Certificated Bond Accounts	-	0%
Pooled Cash Accounts	132,953,872	55%
Sub-Totals	224,669,137	93%

Galveston County's Total Investable Assets

(including Required Liquidity),

YTM @ Cost	0 836%
WAM	14 Days

Investible Cash.

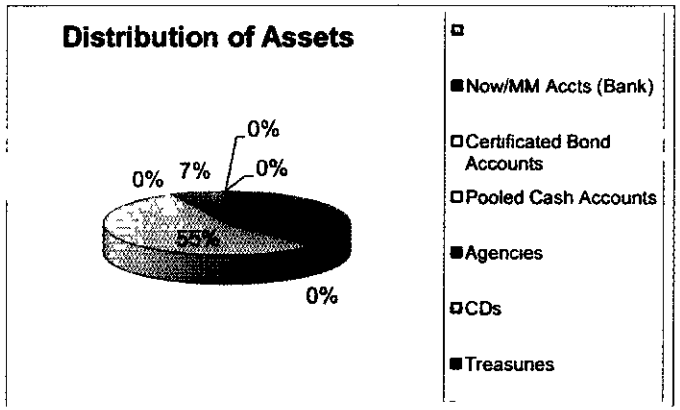
Current Liquid Cash Assets		$ 224,669,137
Required Cash Liquidity	($10,000,000)	
Outstanding Transfer Drctvs	$0	
Residual For Investment.		**$214,669,137**

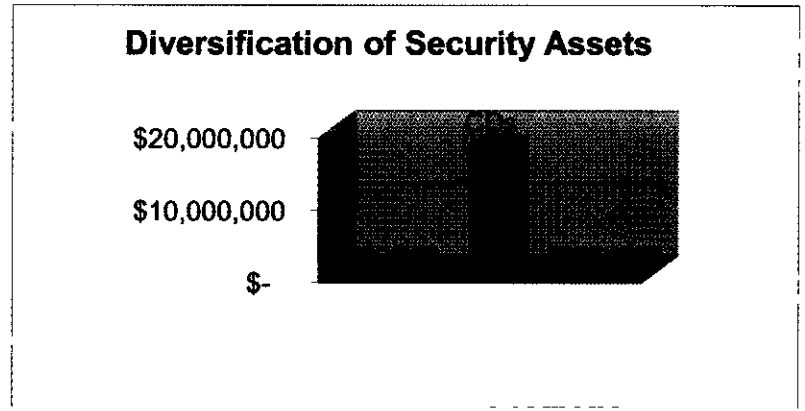
Security Assets

Security	Market Value	Percentage of Assets
Agencies	$ -	0%
CDs	**17,822,075**	**7%**
Treasuries	-	0%
Sub-Totals	$ 17,822,075	7%
Total Assets	**242,491,212**	100%

Target Investment Benchmark (12/31/10)

6 month US Treasury Bill Rate	0 191%
6 month Tbill 90 Day Moving Avg	0 182%





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

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

Exhibit "B"

Tracker
Galveston County
Date To Date
MONTHLY Proof for Accuracy MM, LGIP, Cash
Report Format By CUSIP / Ticker
Group By Portfolio Name
Portfolio / Report Group· All Portfolios
Begin Activity Date 9/30/2010, End Activity Date 12/31/2010, Carrying Value Date 9/30/2010

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/Dividends	Ending Face Amount/Shares
0002 General Fund						
Lonestar Investment Pool LGIP	02LP483	191 22	0 09	0	0 09	191 31
MBIA LGIP	02MBIA001	100,541 76	62 72	0	62 72	100,604 48
Moody Bank MM	02MOODY290	4,680.07	1,176 80	0	21 8	5,856.87
Moody Bank MM	02MOODY357	46,537 20	19,231 08	0	218 72	65,768 28
Moody National Bank LGIP	02MOODY023	125,066 91	9,059,960 50	9,185,027 41	0	0
Moody National Bank MM	02MOODY126	43,902 91	20,457 34	339 57	222 34	64,020.68
Moodys National Bank MM	02MOODY140	1,606 69	6 01	0	6 01	1,612 70
Moodys National Bank MM	02MOODY196	2,213,998 95	282,221 41	1,519,008 86	6,808 74	977,211 50
Moodys National Bank MM	02MOODY204	1,176,517 37	647,662 95	9,065 89	5,418 01	1,815,114 43
Moodys National Bank MM	02MOODY212	143,416 59	488 93	22,287 00	488.93	121,618 52
Moodys National Bank MM	02MOODY220	10,233,983 69	43,337 91	8,459,372 22	13,585 38	1,817,949 38
Moodys National Bank MM	02MOODY238	676,732 53	230,044 36	0	2,987 81	906,776 89
Moodys National Bank MM	02MOODY283	23,047 79	87.25	0	87.25	23,135 04
Moodys National Bank MM	02MOODY480	2,194 70	104,344 53	76,506 09	121 44	30,033 14
Moodys National Bank MM	02MOODY555	15,554 75	1,002,575 28	1,002,228 00	347 28	15,902 03
Moodys National Bank MM	02MOODY577	190,438 23	793 11	0	793.11	191,231 34
Moodys National Bank MM	02MOODY938	84,025,534 82	34,652,461.51	40,219,799 29	281,334 22	78,458,197 04
Prosperity Bank LGIP	02PRSP531	2,661,919 61	19,819,518 74	17,482,759 73	0	4,998,678 62
Texas First Bank MM	02JP600	2,215,188 61	626,449 87	0	3,934.47	2,841,638 48
Texas First Bank MM	02TFB2PARKS	869,377 94	1,337 35	44 43	1,337 35	870,670 86
Texas Term LGIP	02TT112400	18,041 95	7 74	0	7 74	18,049 69
Sub Total/Average 0002 General Fund		**104,788,474.29**	**66,512,225.48**	**77,976,438.49**	**317,783.41**	**93,324,261.28**
3120 Lmt Tx Cnty Bld Bd 09B						
Texas Term LGIP	3120TT112403	35,566,666 23	14,780 68	2,137,241.39	14,780 68	33,444,205 52
Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B		**35,566,666.23**	**14,780.68**	**2,137,241.39**	**14,780.68**	**33,444,205.52**
3206 2003 Certificate / Obg						
Moodys National Bank MM	3206MNB953	2,769 59	11 41	0	11 41	2,781 00
Sub Total/Average 3206 2003 Certificate / Obg		**2,769.59**	**11.41**	**0**	**11.41**	**2,781.00**
3307 2003 Road Bonds						

Moodys National Bank MM	3307MNB979	3,474,007.05	14,310 62	0	14,310 62	3,488,317 67
TexPool LGIP	3307TP004	2,691,294.37	1,103 06	711,414 45	1,103.06	1,980,982 98
Sub Total/Average 3307 2003 Road Bonds		**6,165,301 42**	**15,413 68**	**711,414.45**	**15,413.68**	**5,469,300.65**
3308 2001 Road Bonds						
TexPool LGIP	3308TP003	164,913.19	76.26	8,033 54	76.26	156,955 91
Sub Total/Average 3308 2001 Road Bonds		**164,913.19**	**76 26**	**8,033.54**	**76.26**	**156,955.91**
3310 2007 Limited Tax Bonds						
Moodys National Bank MM	3310MNB920	1,952,782.74	14,267.90	1,967,039 55	779.41	11 09
TEXAS FIRST BANK LGIP	3310TFB385	20,064,259 25	30,741 57	965,102.19	30,741.57	19,129,898.63
TexPool LGIP	3310TP005	58,573 86	19 03	58,592 89	19 03	0
Sub Total/Average 3310 2007 Limited Tax Bonds		**22,075,615.85**	**45,028.50**	**2,990,734.63**	**31,540.01**	**19,129,909.72**
3312 Unlm Tx Rd Bd 09A						
First Public Lone Star LGIP	3312LP483	0	15,003,877 93	0	3,877 93	15,003,877 93
Texas Term LGIP	3312TT112402	58,519,278.17	20,515.58	20,730,513 25	20,515 58	37,809,280 50
Sub Total/Average 3312 Unlm Tx Rd Bd 09A		**58,519,278.17**	**15,024,393.51**	**20,730,513.25**	**24,393.51**	**52,813,158.43**
3370 Lmt Tx Fld Cntl Bd 09C						
Texas Term LGIP	3370TT112404	14,075,607 29	6,031.42	26,259 49	6,031 42	14,055,379 22
Sub Total/Average 3370 Lmt Tx Fld Cntl Bd 09C		**14,075,607.29**	**6,031.42**	**26,259.49**	**6,031.42**	**14,055,379.22**
3373 COB Series 2008						
Moodys National Bank MM	3373MNB912	3,816 04	15 72	0	15 72	3,831 76
TexPool LGIP	3373TP007	4,173,666.57	1,199.50	3,400,000.00	1,199.50	774,866.07
Sub Total/Average 3373 COB Series 2008		**4,177,482.61**	**1,215.22**	**3,400,000.00**	**1,215.22**	**778,697.83**
4358 2007 Interest - Sinking						
Moodys National Bank MM	4358MNB987	13,530 69	55 74	0	55.74	13,586 43
TexPool LGIP	02TP006	1,601,243 16	757 35	0	757 35	1,602,000 51
Sub Total/Average 4358 2007 Interest - Sinking		**1,614,773.85**	**813.09**	**0**	**813.09**	**1,615,586.94**
4371 09 Debt Service						
Texas Term LGIP	4371TT112405	3,877,237 66	1,663 06	0	1,663 06	3,878,900 72
Sub Total/Average 4371 09 Debt Service		**3,877,237.66**	**1,663.06**	**0**	**1,663.06**	**3,878,900.72**
Total / Average		[illegible]	[illegible]	[illegible]	**413,721.75**	[illegible]

Previous FY 11 Qtr Earnings: **0**

Total: **413,721.75**

Exhibit "C"

Tracker
Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type - Totals
Report Format: By Totals
Group By. Security Type
Average By Face Amount / Shares
Portfolio / Report Group· All Portfolios
As of 12/31/2010

Description	CUSIP/Ticker	Coupon Rate	YTM @ Cost	Face Amount/Shares	Book Value	Market Value	Days To Maturity	% of Portfolio
Certificate Of Deposit		0.9	0.9	15,056,422.23	15,056,422.23	15,056,422.23	193	6.21
Compound CD		5.1	5.1	2,766,283.10	2,766,283.10	2,766,283.10	69	1.14
Local Government Investment Pool		0.214	0.21355	132,953,872.09	132,953,872.09	132,953,872.09	1	54.83
Money Market		1.598	1.59846	91,715,265.13	91,715,265.13	91,715,265.13	1	37.82
Total / Average		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	100

Tracker

Galveston County

Portfolio Holdings

Portfolio Holdings / by Security Type

Report Format. By CUSIP / Ticker

Group By. Security Type

Average By· Face Amount / Shares

Portfolio / Report Group All Portfolios

As of 12/31/2010

Exhibit "C"

(cont)

Description	CUSIP/Ticker	Face Amount/Shares	Market Value	Book Value	YTM @ Cost	Coupon Rate	Maturity Date	Days To Maturity	% of Portfolio
Compound CD									
Amegy Bank 0 9 7/12/2011	CD899605533	5,018,807 41	5,018,807 41	5,015,114 09	0 9	0 9	7/12/2011	193	2.07
Amegy Bank 0 9 7/12/2011	CD899605558	5,018,807 41	5,018,807 41	5,015,114.09	0.9	0 9	7/12/2011	193	2.07
Amegy Bank 0 9 7/12/2011	CD899605541	5,018,807 41	5,018,807 41	5,015,114 09	0 9	0 9	7/12/2011	193	2 07
Amegy Bank 5 1 3/10/2011	CD899676233B	2,766,283 10	2,766,283 10	2,754,735 86	5 1	5 1	3/10/2011	69	1 14
Sub Total / Average		**17,822,705.33**	**17,822,705.33**	**17,800,078.13**	**1.55189**	**1.552**		**174**	**7.35**
Local Government Investment Pool									
First Public Lone Star LGIP	3312LP483	15,003,877 93	15,003,877 93	15,003,877 93	0 17	0 17	N/A	1	6 19
Lonestar Investment Pool LGIP	02LP483	191 31	191 31	191 31	0.17	0.17	N/A	1	0
MBIA LGIP	02MBIA001	100,604 48	100,604.48	100,604 48	0 24	0 24	N/A	1	0 04
Prosperity Bank LGIP	02PRSP531	4,998,678.62	4,998,678 62	4,998,678 62	0	0	N/A	1	2 06
TEXAS FIRST BANK LGIP	3310TFB385	19,129,898.63	19,129,898 63	19,129,898.63	0.61	0.61	N/A	1	7 89
Texas Term LGIP	02TT112400	18,049 69	18,049.69	18,049 69	0 15	0 15	N/A	1	0 01
Texas Term LGIP	3120TT112403	33,444,205 52	33,444,205 52	33,444,205 52	0 15	0 15	N/A	1	13 79
Texas Term LGIP	4371TT112405	3,878,900 72	3,878,900 72	3,878,900 72	0 15	0 15	N/A	1	1 6
Texas Term LGIP	3370TT112404	14,055,379 22	14,055,379 22	14,055,379 22	0 15	0 15	N/A	1	5 8
Texas Term LGIP	3312TT112402	37,809,280 50	37,809,280 50	37,809,280 50	0 15	0 15	N/A	1	15 59
TexPool LGIP	02TP006	1,602,000 51	1,602,000 51	1,602,000 51	0 17	0 17	N/A	1	0 66
TexPool LGIP	3307TP004	1,980,982.98	1,980,982.98	1,980,982.98	0 17	0 17	N/A	1	0 82
TexPool LGIP	3308TP003	156,955 91	156,955.91	156,955.91	0 17	0 17	N/A	1	0 06
TexPool LGIP	3373TP007	774,866 07	774,866 07	774,866 07	0 17	0 17	N/A	1	0 32
Sub Total / Average		**132,953,872.09**	**132,953,872.09**	**132,953,872.09**	**0.21355**	**0.214**		**1**	**54.83**
Money Market									
Moody Bank MM	02MOODY357	65,768 28	65,768 28	65,768 28	1 5	1 5	N/A	1	0 03
Moody Bank MM	02MOODY290	5,856 87	5,856 87	5,856 87	1 65	1 65	N/A	1	0
Moody National Bank MM	02MOODY126	64,020 68	64,020.68	64,020.68	1 65	1 65	N/A	1	0 03
Moodys National Bank MM	02MOODY555	15,902 03	15,902.03	15,902 03	1 5	1 5	N/A	1	0 01
Moodys National Bank MM	02MOODY196	977,211 50	977,211 50	977,211 50	1 5	1 5	N/A	1	0 4

Moodys National Bank MM	02MOODY283	23,135 04	23,135 04	23,135 04	1 5	1 5	N/A	1	0 01
Moodys National Bank MM	02MOODY577	191,231 34	191,231.34	191,231 34	1 65	1 65	N/A	1	0 08
Moodys National Bank MM	02MOODY220	1,817,949 38	1,817,949 38	1,817,949 38	1 5	1.5	N/A	1	0 75
Moodys National Bank MM	02MOODY938	78,458,197.04	78,458,197 04	78,458,197 04	1 65	1 65	N/A	1	32.35
Moodys National Bank MM	4358MNB987	13,586 43	13,586.43	13,586 43	1.65	1 65	N/A	1	0 01
Moodys National Bank MM	3373MNB912	3,831.76	3,831.76	3,831 76	1 65	1 65	N/A	1	0
Moodys National Bank MM	3307MNB979	3,488,317 67	3,488,317 67	3,488,317 67	1 65	1.65	N/A	1	1 44
Moodys National Bank MM	3206MNB953	2,781 00	2,781 00	2,781 00	1 65	1.65	N/A	1	0
Moodys National Bank MM	02MOODY480	30,033 14	30,033 14	30,033 14	1 5	1 5	N/A	1	0 01
Moodys National Bank MM	02MOODY238	906,776.89	906,776.89	906,776 89	1 5	1 5	N/A	1	0 37
Moodys National Bank MM	3310MNB920	11 09	11 09	11.09	1 65	1.65	N/A	1	0
Moodys National Bank MM	02MOODY204	1,815,114 43	1,815,114 43	1,815,114.43	1.5	1 5	N/A	1	0 75
Moodys National Bank MM	02MOODY140	1,612 70	1,612 70	1,612 70	1 5	1 5	N/A	1	0
Moodys National Bank MM	02MOODY212	121,618.52	121,618 52	121,618 52	1 5	1 5	N/A	1	0 05
Texas First Bank MM	02JP600	2,841,638 48	2,841,638 48	2,841,638 48	0 61	0 61	N/A	1	1.17
Texas First Bank MM	02TFB2PARKS	870,670 86	870,670 86	870,670.86	0 61	0 61	N/A	1	0 36
Sub Total / Average		**91,715,265.13**	**91,715,265.13**	**91,715,265 13**	**1 59846**	**1.598**		**1**	**37 82**
Total / Average		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]

Exhibit "D"

Tracker
Galveston County
Date To Date
TEXAS Earnings and Yields Summary Report
Report Format: By Totals
Group By: Security Type
Portfolio / Report Group: All Portfolios
Begin Activity Date. 9/30/2010, End Activity Date: 12/31/2010, Carrying Value Date: 9/30/2010

Description	Cost/Proceeds	Interest/Dividends	Ending YTM @ Cost
Certificate Of Deposit		33,583.95	0.9
Compound CD		34,877.39	5.1
Local Government Investment Pool		80,835.99	0 21355
Money Market		332,885.76	1.59846
Total / Average	[illegible]	[illegible]	[illegible]

Exhibit "E"

Tracker
Galveston County
Portfolio Holdings
GASB 40 Report
Report Format By Transaction
Group By Security Type
Average By Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 12/31/2010

Description	CUSIP/Ticker	Issuer	Face Amount/Shares	Book Value	Market Value	% of Portfolio	Days To Maturity	Days To Call/Maturity	Maturity Date	Duration To Maturity
Certificate Of Deposit										
Amegy Bank 0 9 7/12/2011	CD899605533	Amegy Bank	3,813 53	3,813.53	3,813 53	0	193	193	7/12/2011	0 53
Amegy Bank 0.9 7/12/2011	CD899605533	Amegy Bank	3,804 93	3,804.93	3,804.93	0	193	193	7/12/2011	0 53
Amegy Bank 0.9 7/12/2011	CD899605533	Amegy Bank	3,693 32	3693 32	3,693 32	0	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605533	Amegy Bank	5,000,000.00	5,000,000 00	5,000,000 00	2 06	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605533	Amegy Bank	3,687 80	3,687 80	3,687.80	0	193	193	7/12/2011	0 53
Amegy Bank 0.9 7/12/2011	CD899605533	Amegy Bank	3,807.83	3,807 83	3,807 83	0	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605558	Amegy Bank	3,813 53	3,813 53	3,813 53	0	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605558	Amegy Bank	3,807 83	3,807.83	3,807.83	0	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605558	Amegy Bank	3,687 80	3,687 80	3,687.80	0	193	193	7/12/2011	0 53
Amegy Bank 0.9 7/12/2011	CD899605558	Amegy Bank	5,000,000.00	5,000,000.00	5,000,000.00	2.06	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605558	Amegy Bank	3,804 93	3,804 93	3,804.93	0	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605558	Amegy Bank	3,693 32	3693 32	3,693.32	0	193	193	7/12/2011	0 53
Amegy Bank 0.9 7/12/2011	CD899605541	Amegy Bank	3,693.32	3693 32	3,693 32	0	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605541	Amegy Bank	3,687 80	3,687 80	3,687 80	0	193	193	7/12/2011	0.53
Amegy Bank 0 9 7/12/2011	CD899605541	Amegy Bank	3,804 93	3,804 93	3,804.93	0	193	193	7/12/2011	0 53
Amegy Bank 0.9 7/12/2011	CD899605541	Amegy Bank	5,000,000 00	5,000,000 00	5,000,000 00	2 06	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605541	Amegy Bank	3,813.53	3,813 53	3,813 53	0	193	193	7/12/2011	0 53
Amegy Bank 0 9 7/12/2011	CD899605541	Amegy Bank	3,807 83	3,807 83	3,807 83	0	193	193	7/12/2011	0.53
Sub Total / Average			**15,056,422.23**	**15,056,422.23**	**15,056,422.23**	**6 21**	**193**	**193**		**0.53**
Compound CD										
Amegy Bank 5 1 3/10/2011	CD899676233B	Amegy Bank	2,766,283.10	2,754,735 86	2,766,283 10	1 14	69	69	3/10/2011	0 19
Sub Total / Average			**2,766,283.10**	**2,754,735.86**	**2,766,283.10**	**1 14**	**69**	**69**		**0.19**
Local Government Investment Pool										
First Public Lone Star LGIP	3312LP483	First Public Lone Star	15,003,877 93	15,003,877 93	15,003,877 93	6.19	1	1	N/A	0
Lonestar Investment Pool LGIP	02LP483	Lonestar Investment Pool	191 31	191 31	191 31	0	1	1	N/A	0
MBIA LGIP	02MBIA001	MBIA	100,604 48	100,604 48	100,604.48	0 04	1	1	N/A	0
Prosperity Bank LGIP	02PRSP531	Prosperity Bank	4,998,678 62	4,998,678 62	4,998,678 62	2.06	1	1	N/A	0
TEXAS FIRST BANK LGIP	3310TFB385	TEXAS FIRST BANK	19,129,898.63	19,129,898 63	19,129,898.63	7 89	1	1	N/A	0
Texas Term LGIP	02TT112400	Texas Term	18,049 69	18,049 69	18,049 69	0 01	1	1	N/A	0
Texas Term LGIP	3120TT112403	Texas Term	33,444,205 52	33,444,205 52	33,444,205 52	13 79	1	1	N/A	0
Texas Term LGIP	4371TT112405	Texas Term	3,878,900 72	3,878,900 72	3,878,900 72	1 6	1	1	N/A	0

Texas Term LGIP	3370TT112404	Texas Term	14,055,379 22	14,055,379 22	14,055,379 22	5.8	1	1	N/A	0
Texas Term LGIP	3312TT112402	Texas Term	37,809,280.50	37,809,280 50	37,809,280 50	15 59	1	1	N/A	0
TexPool LGIP	02TP006	TexPool	1,602,000 51	1,602,000.51	1,602,000 51	0.66	1	1	N/A	0
TexPool LGIP	3307TP004	TexPool	1,980,982.98	1,980,982.98	1,980,982.98	0 82	1	1	N/A	0
TexPool LGIP	3308TP003	TexPool	156,955.91	156,955 91	156,955 91	0 06	1	1	N/A	0
TexPool LGIP	3373TP007	TexPool	774,866 07	774,866 07	774,866.07	0.32	1	1	N/A	0
Sub Total / Average			**132,953,872.09**	**132,953,872.09**	**132,953,872.09**	**54 83**	**1**	**1**		**0**
Money Market										
Moody Bank MM	02MOODY357	Moody Bank	65,768 28	65,768.28	65,768 28	0.03	1	1	N/A	0
Moody Bank MM	02MOODY290	Moody Bank	5,856.87	5,856 87	5,856 87	0	1	1	N/A	0
Moody National Bank MM	02MOODY126	Moody National Bank	64,020 68	64,020.68	64,020.68	0 03	1	1	N/A	0
Moodys National Bank MM	02MOODY555	Moodys National Bank	15,902 03	15,902.03	15,902 03	0 01	1	1	N/A	0
Moodys National Bank MM	02MOODY196	Moodys National Bank	977,211 50	977,211 50	977,211 50	0 4	1	1	N/A	0
Moodys National Bank MM	02MOODY283	Moodys National Bank	23,135 04	23,135 04	23,135 04	0 01	1	1	N/A	0
Moodys National Bank MM	02MOODY577	Moodys National Bank	191,231 34	191,231.34	191,231 34	0 08	1	1	N/A	0
Moodys National Bank MM	02MOODY220	Moodys National Bank	1,817,949 38	1,817,949 38	1,817,949 38	0 75	1	1	N/A	0
Moodys National Bank MM	02MOODY938	Moodys National Bank	78,458,197 04	78,458,197 04	78,458,197 04	32 35	1	1	N/A	0
Moodys National Bank MM	4358MNB987	Moodys National Bank	13,586 43	13,586.43	13,586 43	0 01	1	1	N/A	0
Moodys National Bank MM	3373MNB912	Moodys National Bank	3,831.76	3,831 76	3,831 76	0	1	1	N/A	0
Moodys National Bank MM	3307MNB979	Moodys National Bank	3,488,317.67	3,488,317 67	3,488,317 67	1 44	1	1	N/A	0
Moodys National Bank MM	3206MNB953	Moodys National Bank	2,781 00	2,781 00	2,781.00	0	1	1	N/A	0
Moodys National Bank MM	02MOODY480	Moodys National Bank	30,033 14	30,033 14	30,033.14	0 01	1	1	N/A	0
Moodys National Bank MM	02MOODY238	Moodys National Bank	906,776.89	906,776 89	906,776 89	0.37	1	1	N/A	0
Moodys National Bank MM	3310MNB920	Moodys National Bank	11.09	11 09	11 09	0	1	1	N/A	0
Moodys National Bank MM	02MOODY204	Moodys National Bank	1,815,114 43	1,815,114.43	1,815,114 43	0 75	1	1	N/A	0
Moodys National Bank MM	02MOODY140	Moodys National Bank	1,612 70	1,612 70	1,612 70	0	1	1	N/A	0
Moodys National Bank MM	02MOODY212	Moodys National Bank	121,618 52	121,618 52	121,618 52	0.05	1	1	N/A	0
Texas First Bank MM	02IP600	Texas First Bank	2,841,638 48	2,841,638.48	2,841,638 48	1 17	1	1	N/A	0
Texas First Bank MM	02TFB2PARKS	Texas First Bank	870,670.86	870,670 86	870,670.86	0 36	1	1	N/A	0
Sub Total / Average			**91,715,265.13**	**91,715,265 13**	**91,715,265 13**	**37.82**	**1**	**1**		**0**
Total / Average	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	**0.04**

Exhibit "F"

Tracker
Galveston County
Date To Date
GASB 31 Compliance Detail
Report Format By Transaction
Group By Security Type
Portfolio / Report Group All Portfolios
Begin Activity Date 9/30/2010, End Activity Date 12/31/2010, Carrying Value Date 9/30/2010

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Amortization End Date	Beginning Face Amount/Shares	Beginning MV	Buy Principal	Sell Principal	Amortized Premium Total	Amortized Discount Total	Change in MV	Ending MV
Certificate Of Deposit												
Amegy Bank 0 9 7/12/2011	CD899605533	8/11/2010	7/12/2011	7/12/2011	3,804 93	3,804 93	0	0	0	0	0	3,804.93
Amegy Bank 0.9 7/12/2011	CD899605533	9/11/2010	7/12/2011	7/12/2011	3,807 83	3,807 83	0	0	0	0	0	3,807.83
Amegy Bank 0.9 7/12/2011	CD899605533	7/12/2010	7/12/2011	7/12/2011	5 000,000 00	5,000,000.00	0	0	0	0	0	5,000,000 00
Amegy Bank 0 9 7/12/2011	CD899605533	11/12/2010	7/12/2011	7/12/2011	0	0	3,813 53	0	0	0	0	3,813.53
Amegy Bank 0 9 7/12/2011	CD899605533	12/12/2010	7/12/2011	7/12/2011	0	0	3,693 32	0	?	?	0	3 693 32
Amegy Bank 0 9 7/12/2011	CD899605533	10/11/2010	7/12/2011	7/12/2011	0	0	3,687 80	0	0	0	0	3,687 80
Amegy Bank 0 9 7/12/2011	CD899605541	8/11/2010	7/12/2011	7/12/2011	3,804.93	3,804.93	0	0	0	0	0	3,804 93
Amegy Bank 0 9 7/12/2011	CD899605541	7/12/2010	7/12/2011	7/12/2011	5,000,000 00	5,000,000 00	0	0	0	0	0	5,000,000 00
Amegy Bank 0 9 7/12/2011	CD899605541	9/11/2010	7/12/2011	7/12/2011	3,807 83	3,807.83	0	0	0	0	0	3,807 83
Amegy Bank 0 9 7/12/2011	CD899605541	12/12/2010	7/12/2011	7/12/2011	0	0	3,693 32	0	?	?	0	3,693 32
Amegy Bank 0 9 7/12/2011	CD899605541	10/11/2010	7/12/2011	7/12/2011	0	0	3 687 80	0	0	0	0	3,687 80
Amegy Bank 0 9 7/12/2011	CD899605541	11/12/2010	7/12/2011	7/12/2011	0	0	3,813 53	0	0	0	0	3,813 53
Amegy Bank 0 9 7/12/2011	CD899605558	7/12/2010	7/12/2011	7/12/2011	5,000,000 00	5,000,000 00	0	0	0	0	0	5 000,000.00
Amegy Bank 0 9 7/12/2011	CD899605558	8/11/2010	7/12/2011	7/12/2011	3,804 93	3,804 93	0	0	0	0	0	3,804 93
Amegy Bank 0 9 7/12/2011	CD899605558	9/11/2010	7/12/2011	7/12/2011	3,807 83	3,807 83	0	0	0	0	0	3,807 83
Amegy Bank 0 9 7/12/2011	CD899605558	11/12/2010	7/12/2011	7/12/2011	0	0	3,813 53	0	0	0	0	3,813 53
Amegy Bank 0 9 7/12/2011	CD899605558	10/11/2010	7/12/2011	7/12/2011	0	0	3,687 80	0	0	0	0	3,687 80
Amegy Bank 0 9 7/12/2011	CD899605558	12/12/2010	7/12/2011	7/12/2011	0	0	3,693.32	0	?	?	0	3,693 32
Sub Total/Average Certificate Of Deposit					**15,022,838.28**	**15,022,838.28**	**33,583.95**	**0**	**?**	**?**	**0**	**15,056,422 23**
Compound CD												
Amegy Bank 5.1 3/10/2011	CD899676233B	4/28/2009	3/10/2011	3/10/2010	10,959 27	10,959 27	0	0	0	0	0	10,959 27
Amegy Bank 5 1 3/10/2011	CD899676233B	10/28/2009	3/10/2011	3/10/2010	10,881 34	10 881 34	0	0	0	0	0	10,881 34
Amegy Bank 5.1 3/10/2011	CD899676233B	12/28/2009	3/10/2011	3/10/2010	10,974 29	10,974 29	0	0	0	0	0	10,974 29
Amegy Bank 5 1 3/10/2011	CD899676233B	5/28/2009	3/10/2011	3/10/2010	10,651 68	10,651 68	0	0	0	0	0	10,651 68
Amegy Bank 5 1 3/10/2011	CD899676233B	6/28/2009	3/10/2011	3/10/2010	11,052 88	11,052 88	0	0	0	0	0	11,052 88
Amegy Bank 5 1 3/10/2011	CD899676233B	8/30/2008	3/10/2011	3/10/2010	10,597 11	10,597 11	0	0	0	0	0	10,597 11
Amegy Bank 5 1 3/10/2011	CD899676233B	9/30/2008	3/10/2011	3/10/2010	10,643 02	10,643 02	0	0	0	0	0	10,643 02
Amegy Bank 5 1 3/10/2011	CD899676233B	11/30/2008	3/10/2011	3/10/2010	10,733 93	10,733 93	0	0	0	0	0	10 733 93
Amegy Bank 5 1 3/10/2011	CD899676233B	1/30/2009	3/10/2011	3/10/2010	10,825 61	10,825 61	0	0	0	0	0	10,825 61
Amegy Bank 5 1 3/10/2011	CD899676233B	7/28/2009	3/10/2011	3/10/2010	10,742.66	10,742.66	0	0	0	0	0	10,742 66
Amegy Bank 5 1 3/10/2011	CD899676233B	4/28/2010	3/10/2011	3/10/2011	11,531.44	11,531 44	0	0	0	0	0	11,531 44
Amegy Bank 5 1 3/10/2011	CD899676233B	2/28/2010	3/10/2011	3/10/2010	11,436 97	11,436.97	0	0	0	0	0	11,436 97
Amegy Bank 5 1 3/10/2011	CD899676233B	6/28/2010	3/10/2011	3/10/2011	11,629 93	11,629 93	0	0	0	0	0	11,629 93
Amegy Bank 5 1 3/10/2011	CD899676233B	9/28/2010	3/10/2011	3/10/2011	11,780 08	11,780 08	0	0	0	0	0	11,780 08
Amegy Bank 5 1 3/10/2011	CD899676233B	8/28/2010	3/10/2011	3/10/2011	11,729 27	11 729 27	0	0	0	0	0	11,729 27

Amegy Bank 5 1 3/10/2011	CD899676233B	5/28/2010	3/10/2011	3/10/2011	11,207.80	11,207 80	0	0	0	0	0	11,207 80
Amegy Bank 5 1 3/10/2011	CD899676233B	9/28/2009	3/10/2011	3/10/2010	11 195.57	11,195.57	0	0	0	0	0	11,195 57
Amegy Bank 5 1 3/10/2011	CD899676233B	11/28/2009	3/10/2011	3/10/2010	11,291 20	11,291 20	0	0	0	0	0	11,291 20
Amegy Bank 5 1 3/10/2011	CD899676233B	1/28/2010	3/10/2011	3/10/2010	11,387 63	11,387 63	0	0	0	0	0	11,387 63
Amegy Bank 5 1 3/10/2011	CD899676233B	7/28/2010	3/10/2011	3/10/2011	11,303 53	11,303 53	0	0	0	0	0	11,303 53
Amegy Bank 5 1 3/10/2011	CD899676233B	11/30/2007	3/10/2011	3/10/2010	9,876 38	9,876 38	0	0	0	0	0	9,876 38
Amegy Bank 5 1 3/10/2011	CD899676233B	3/28/2009	3/10/2011	3/10/2010	9,860 11	9,860 11	0	0	0	0	0	9,860 11
Amegy Bank 5 1 3/10/2011	CD899676233B	5/31/2008	3/10/2011	3/10/2010	9,791.17	9,791 17	0	0	0	0	0	9,791 17
Amegy Bank 5 1 3/10/2011	CD899676233B	7/31/2007	3/10/2011	3/10/2010	10,032.06	10,032.06	0	0	0	0	0	10,032 06
Amegy Bank 5 1 3/10/2011	CD899676233B	6/30/2007	3/10/2011	3/10/2010	9,988 79	9,988 79	0	0	0	0	0	9,988 79
Amegy Bank 5 1 3/10/2011	CD899676233B	7/30/2007	3/10/2011	3/10/2010	9,904 19	9,904 19	0	0	0	0	0	9,904.19
Amegy Bank 5 1 3/10/2011	CD899676233B	3/31/2007	3/10/2011	3/10/2010	9,544 69	9,544 69	0	0	0	0	0	9,544.69
Amegy Bank 5 1 3/10/2011	CD899676233B	3/1/2007	3/10/2011	3/10/2010	2,277,002 12	2,277,002 12	0	0	0	0	0	2,277,002 12
Amegy Bank 5 1 3/10/2011	CD899676233B	8/28/2009	3/10/2011	3/10/2010	11,147 28	11,147 28	0	0	0	0	0	11,147 28
Amegy Bank 5 1 3/10/2011	CD899676233B	8/31/2007	3/10/2011	3/10/2010	9,750 49	9,750 49	0	0	0	0	0	9,750 49
Amegy Bank 5 1 3/10/2011	CD899676233B	2/29/2008	3/10/2011	3/10/2010	9,670 42	9,670 42	0	0	0	0	0	9,670 42
Amegy Bank 5 1 3/10/2011	CD899676233B	5/31/2007	3/10/2011	3/10/2010	9,626 22	9,626 22	0	0	0	0	0	9,626 22
Amegy Bank 5 1 3/10/2011	CD899676233B	1/31/2008	3/10/2011	3/10/2010	10,292 75	10,292 75	0	0	0	0	0	10,292 75
Amegy Bank 5 1 3/10/2011	CD899676233B	12/31/2007	3/10/2011	3/10/2010	10,248 36	10,248 36	0	0	0	0	0	10,248 36
Amegy Bank 5 1 3/10/2011	CD899676233B	7/31/2008	3/10/2011	3/10/2010	10,212 47	10,212 47	0	0	0	0	0	10,212 47
Amegy Bank 5 1 3/10/2011	CD899676233B	12/30/2008	3/10/2011	3/10/2010	10,432 67	10,432 67	0	0	0	0	0	10,432.67
Amegy Bank 5 1 3/10/2011	CD899676233B	3/28/2010	3/10/2011	3/10/2011	10,374 90	10,374 90	0	0	0	0	0	10,374 90
Amegy Bank 5 1 3/10/2011	CD899676233B	10/30/2008	3/10/2011	3/10/2010	10,344 31	10,344 31	0	0	0	0	0	10,344 31
Amegy Bank 5 1 3/10/2011	CD899676233B	9/30/2007	3/10/2011	3/10/2010	10,117 74	10,117 74	0	0	0	0	0	10,117 74
Amegy Bank 5.1 3/10/2011	CD899676233B	4/30/2008	3/10/2011	3/10/2010	10,086.52	10,086 52	0	0	0	0	0	10,086.52
Amegy Bank 5 1 3/10/2011	CD899676233B	3/31/2008	3/10/2011	3/10/2010	10,044.41	10,044 41	0	0	0	0	0	10,044 41
Amegy Bank 5 1 3/10/2011	CD899676233B	2/28/2009	3/10/2011	3/10/2010	10,171.05	10,171.05	0	0	0	0	0	10,171 05
Amegy Bank 5 1 3/10/2011	CD899676233B	6/30/2008	3/10/2011	3/10/2010	10,169.84	10,169 84	0	0	0	0	0	10,169 84
Amegy Bank 5 1 3/10/2011	CD899676233B	10/31/2007	3/10/2011	3/10/2010	10,161 56	10,161.56	0	0	0	0	0	10,161 56
Amegy Bank 5 1 3/10/2011	CD899676233B	12/28/2010	3/10/2011	3/10/2011	0	0	11,547 24	0	?	?	0	11,547 24
Amegy Bank 5 1 3/10/2011	CD899676233B	11/28/2010	3/10/2011	3/10/2011	0	0	11,880.70	0	0	0	0	11,880 70
Amegy Bank 5 1 3/10/2011	CD899676233B	10/28/2010	3/10/2011	3/10/2011	0	0	11,449 45	0	0	0	0	11,449 45
Sub Total/Average Compound CD					**2,731,405.71**	**2,731,405.71**	**34,877.39**	**0**	**?**	**?**	**0**	**2,766,283.10**
Local Government Investment Pool												
First Public Lone Star LGIP	3312LP483	11/30/2010	N/A		0	0	15,003,877 93	0	0	0	0	15,003,877 93
Lonestar Investment Pool LGIP	02LP483	4/30/2010	N/A		191 22	191 22	0.09	0	0	0	0	191 31
MBIA LGIP	02MBIA001	5/31/2006	N/A		100,541.76	100,541 76	62 72	0	0	0	0	100,604 48
Moody National Bank LGIP	02MOODY023	9/30/2010	N/A		125,066.91	125,066.91	9,059,960 50	9,185,027 41	0	9,059,960.50	0	0
Prosperity Bank LGIP	02PRSP531	9/30/2010	N/A		2,661,919 61	2,661,919 61	19,819 518 74	17,482,759 73	0	0	0	4,998,678 62
TEXAS FIRST BANK LGIP	3310TFB385	3/31/2010	N/A		20,064,259 25	20,064,259 25	30,741.57	965,102.19	0	0	0	19,129,898 63
Texas Term LGIP	02TT112400	3/20/2007	N/A		18,041 95	18,041 95	7 74	0	0	0	0	18,049 69
Texas Term LGIP	3120TT112403	9/29/2009	N/A		35,566,666 23	35,566,666 23	14,780 68	2,137,241.39	0	0	0	33,444,205 52
Texas Term LGIP	3312TT112402	9/29/2009	N/A		58,519,278 17	58,519,278 17	20 515 58	20,730,513 25	0	0	0	37,809,280 50
Texas Term LGIP	3370TT112404	9/29/2009	N/A		14,075,607 29	14,075,607 29	6 031 42	26 259 49	0	0	0	14,055,379 22
Texas Term LGIP	4371TT112405	9/29/2009	N/A		3,877,237 66	3,877,237 66	1,663 06	0	0	0	0	3,878,900 72
TexPool LGIP	02TP006	8/8/2007	N/A		1,601,243 16	1,601,243 16	757.35	0	0	0	0	1,602,000 51
TexPool LGIP	3307TP004	5/31/2006	N/A		2,691,294.37	2,691,294 37	1,103 06	711,414 45	0	0	0	1 980,982 98
TexPool LGIP	3308TP003	5/31/2006	N/A		164,913 19	164,913 19	76.26	8,033 54	0	0	0	156,955 91
TexPool LGIP	3310TP005	8/8/2007	N/A		58,573 86	58,573.86	19 03	58,592 89	0	19 03	0	0
TexPool LGIP	3373TP007	3/12/2008	N/A		4,173,666.57	4,173,666.57	1,199 50	3,400,000 00	0	0	0	774,866 07
Sub Total/Average Local Government Investment Pool					**143,698,501.20**	**143,698,501.20**	**43,960,315.23**	**54,704,944.34**	**0**	**9,059,979 53**	**0**	**132,953,872.09**
Money Market												

Moody Bank MM	02MOODY290	2/26/2010	N/A		4,680.07	4 680.07	1,176 80	0	0	0	0	5,856 87
Moody Bank MM	02MOODY357	7/30/2010	N/A		46 537 20	46,537 20	19,231 08	0	0	0	0	65,768 28
Moody National Bank MM	02MOODY126	2/26/2010	N/A		43,902 91	43,902 91	20,457 34	339 57	0	0	0	64,020 68
Moodys National Bank MM	02MOODY140	8/1/2006	N/A		1,606 69	1,606 69	6 01	0	0	0	0	1,612 70
Moodys National Bank MM	02MOODY196	8/1/2006	N/A		2,213,998.95	2,213,998.95	282,221.41	1,519,008.86	0	0	0	977,211.50
Moodys National Bank MM	02MOODY204	8/1/2006	N/A		1,176,517 37	1,176,517 37	647,662.95	9,065 89	0	0	0	1,815,114.43
Moodys National Bank MM	02MOODY212	8/1/2006	N/A		143,416 59	143,416 59	488 93	22,287 00	0	0	0	121,618.52
Moodys National Bank MM	02MOODY220	8/1/2006	N/A		10,233,983 69	10 233,983 69	43,337 91	8,459,372 22	0	0	0	1,817,949 38
Moodys National Bank MM	02MOODY238	6/30/2006	N/A		676,732 53	676,732 53	230,044 36	0	0	0	0	906,776 89
Moodys National Bank MM	02MOODY283	8/1/2006	N/A		23,047 79	23,047 79	87.25	0	0	0	0	23,135 04
Moodys National Bank MM	02MOODY480	8/1/2006	N/A		2,194.70	2,194.70	104,344 53	76,506 09	0	0	0	30,033 14
Moodys National Bank MM	02MOODY555	8/1/2006	N/A		15,554.75	15,554 75	1,002,575 28	1,002,228 00	0	0	0	15,902 03
Moodys National Bank MM	02MOODY577	8/1/2006	N/A		190,438 23	190,438 23	793 11	0	0	0	0	191,231 34
Moodys National Bank MM	02MOODY938	1/28/2009	N/A		84,025,534.82	84,025,534.82	34,652,461 51	40,219,799 29	0	0	0	78,458,197 04
Moodys National Bank MM	3206MNB953	1/28/2009	N/A		2,769 59	2,769 59	11 41	0	0	0	0	2,781 00
Moodys National Bank MM	3307MNB979	1/28/2009	N/A		3,474,007.05	3,474,007.05	14,310 62	0	0	0	0	3,488,317 67
Moodys National Bank MM	3310MNB920	1/28/2009	N/A		1,952,782 74	1,952,782 74	14,267 90	1,967,039 55	0	0	0	11 09
Moodys National Bank MM	3373MNB912	1/28/2009	N/A		3,816.04	3,816 04	15 72	0	0	0	0	3,831 76
Moodys National Bank MM	4358MNB987	1/28/2009	N/A		13,530 69	13,530 69	55 74	0	0	0	0	13,586 43
Texas First Bank MM	02JP600	6/30/2006	N/A		2,215,188 61	2,215,188 61	626,449 87	0	0	0	0	2,841,638 48
Texas First Bank MM	02TFB2PARKS	4/30/2007	N/A		869,377 94	869,377 94	1,337 35	44 43	0	0	0	870,670 86
Sub Total/Average Money Market					**107,329,618 95**	**107,329,618.95**	**37,661,337 08**	**53,275,690.90**	**0**	**0**	**0**	**91,715,265.13**
Total/Average	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Exhibit "G"

As
Ga

Pending Investments

As of Dec 31,2010

Galveston County, Texas

Loc
of I

Mo

Tex
Hitc

Tex
Tex

Am
(Fo

*Th
Tex

Transfer Directive Number:	Amount	Date Presented	Instrument	Depository/ Broker	Fund
Total:	$ -				

No investments are pending at this time

As of Dec 31, 2010
Galveston County, Texas

Location of Investment	Description of Allowable Investment Options	Allowable Collateral	Safekeeping Agent	Minimum Contracted Collatral Percentage	Total* Funds Invested or on Deposit	Total Collateral-Lwr FMV or Book 12/31/2010	Actual Collateral Percentage
Moody National Bank	Demand Deposits & Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 125,945,281	$ 124,525,164	**99%**
Texas First Bank Hitchcock & Santa Fe	Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 1,225,387	$ 2,503,078	**204%**
Texas First Bank Texas City	Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 22,882,167	$ 29,506,556	**129%**
Amegy Bank (Formerly Southwest Bank)	Time Depsosits	US Treasury Obligations, US Agencies, GNMAs Agency Letters of Credit	Federal Reserve Bank, or Chase Bank	110%	$ 17,822,705	$ 19,699,000	**111%**
				Totals	$ 167,875,540	$ 176,233,799	**105%**

*The first $250,000 00 of all bank deposits are insured by FDIC Moody National has coverage for $250,000 00 Each TFB Branch has $250K FDIC coverage
Texas First Bank Galveston has merged into Texas First Bank Texas City Amegy Bank has FDIC coverage for $250,000

Exhibit "I'

2010/2011
Key Dates Calendar

March 1, 2011:	Annual Broker/Dealer Approval
March 1, 2011:	Annual Investment Policy Review
March 23, 2011:	Investment Committee Meeting

Key Arbitrage Dates
2011-2013

March 22, 2011·	End of Next Rebate and Yield Restriction IRS Filing period for Ulmtd Tax Road bond series 2001 (10th year since issue). Control #13
March 22, 2011.	End of Next Rebate and Yield Restriction IRS Filing period for Just Ctr Pub Safety Bonds series 2001 (10th year since issue) Control #14
April 4, 2012·	End of Next Rebate IRS Filing period for Tax and Revenue COs Series 2002 (10th year since issue). Control #15
April 4, 2012:	End of Next Rebate IRS Filing period for Tax and Revenue COs Series 2002A (10th year since issue). Control #16
August 8, 2012:	End of Next Rebate IRS Filing Period for Pass-Through Toll Rev & Ltd Tax Bonds Series 2007 (5th year since issue). Control #24.
November 20, 2012:	end of Next Rebate IRS Filing Period for General Obligation Ref Bonds, Series 2007 (5th years since issue). Control #25
September 4, 2013:	End of Next Rebate IRS Filing Period for Combination Tax and Revenue COs 2003 C (10th year since issue). Control #19
September 4, 2013:	End of Next Rebate IRS Filing period for Limited Tax Criminal Justice Center Bonds Series 2003A (10th year since issue) Control #18
September 4, 2013.	End of Next Rebate and Yield Restriction IRS Filing period for Unlimited Tax Road Bonds Series 2003 B (10th year since issue) Control #20

AGENDA ITEM #11

JIMMY FULLEN

CONSTABLE PRECINCT 4

Galveston County

11730 Highway 6
P O Box 697
Santa Fe, Texas, 77510
Phone (409)770-5477
Fax· (409)770-5996

March 21, 2011

RECEIVED
MAR 23 2011
GALVESTON COUNTY JUDGE

Honorable Mark Henry, County Judge
722 Moody Street, 2nd Floor
Galveston, Texas 77550

Dear Judge Henry,
I am requesting that the Commissioner's Court receive and allow this office to deposit $160.00 in gratuities that has been accrued over a two year period in our uniform account Our uniform account number is, 1101223400-5312101 If you have any questions, please feel free to contact me

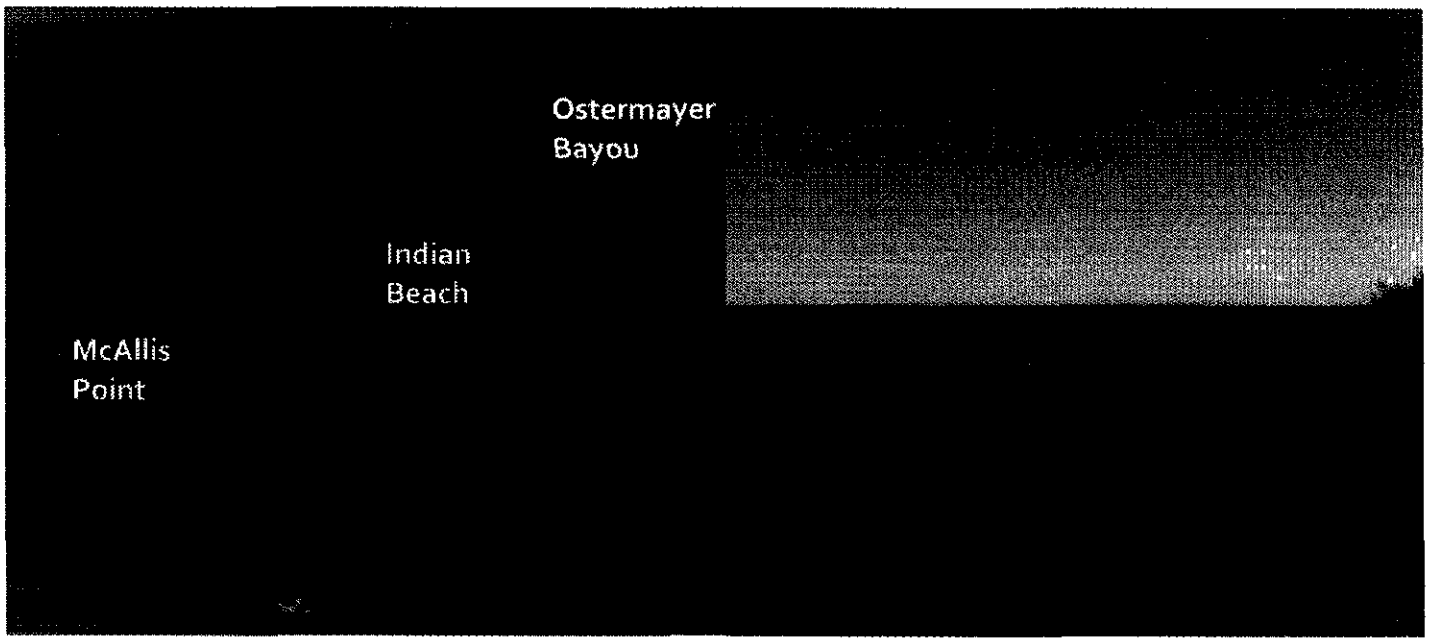
Sincerely,

Jimmy Fullen, Constable Pct 4

Jimmy.Fullen@co.galveston tx us

AGENDA ITEM #12

Ostermayer Bayou Wetland Conservation Project
TCEQ #582-10-90505



Final Report
October 2010

Dennis J. Harris, Director
Galveston County
Department of Parks and Senior Services

INTRODUCTION

West Galveston Bay (West Bay) is a highly biologically productive area, featuring extensive tidal and brackish marshes, coastal prairies pockmarked with freshwater depressional wetlands created by ancient stream meanders, and forested wetland areas associated with its numerous small bayous and streams Because of its rich natural features and relatively high water quality, West Bay and its watershed support an abundance and diversity of fish and wildlife, including recreationally and commercially important fish and shellfish, resident and overwintering birds and waterfowl, and neotropical migratory birds Its extensive wetlands and grassland prairies help to protect water quality in the bay and its tributaries Accordingly, the area is used extensively for recreation, and contributes greatly to the overall productivity of the Galveston Bay system, and to vital nature-based sectors of the Houston economy. In fact, the Galveston Bay recreational fishing industry alone is valued at $2 8 billion (Environmental Protection Agency, 2005)

However, the health and productivity of West Bay watershed is threatened by continued rapid population growth Since the 1950s, the Galveston Bay estuarine ecosystem lost a net of 35,000 acres of wetlands due to human influence, at least half of which was concentrated in the West Bay watershed (White et al, 1993) During that time, West Bay lost nearly all of its seagrasses to shoreline development, water quality deterioration, and other human factors (Pulich and White, 1991). Continued wetland loss and increased pollutant loadings are likely within the West Bay area, as Galveston County and Brazoria Counties are growing rapidly, with populations expected to increase by about 40% by 2025 (Houston-Galveston Area Council, 2003) Much of this growth will likely be concentrated along bay and bayou shorelines, impacting fringing marshes vital to water quality protection and wildlife The Galveston Bay Estuary Program has identified wetlands loss as the number one priority problem facing Galveston Bay

This project protects a significant parcel of that habitat The project site comprises 83.5 acres on West Galveston Bay, and is located roughly three-quarters of the way down (toward the west) the length of Galveston Island, a 32-mile barrier island about three miles off the Texas mainland

The Ostermayer Bayou project is significantly enhanced through the concerted efforts of local partners who are restoring wetlands along the West Bay shoreline, as part of a $6 1 million-federal coastal restoration stimulus project. Combined with past wetland restoration/protection efforts at Delehide Cove, Jumbile Cove, and the Galveston Island State Park, this effort will help to protect the integrity of the entire marsh ecosystem along the southern shoreline of West Bay for years to come

ENVIRONMENTAL SIGNIFICANCE

The Ostermayer Bayou tract is largely wetlands – estuarine emergent marsh – and coastal prairie Year-round and migrant birds, including sandhill cranes, shore birds, wading birds, waterfowl, and grassland birds depend on these Island marshes as well as the upland prairie buffering the intertidal flats. And the fragile, estuarine emergent marsh, palustrine emergent marsh, and estuarine wetlands surrounding the bayou offer a refuge for fisheries Highlighted as a high-priority conservation site in the West Galveston Island Greenprint for Growth, the protection of this property will serve to create new educational and tourism opportunities.

All of these habitats are under threat of imminent losses, due primarily to erosion, in combination with subsidence and development pressures. The most recent National Wetland Inventory (NWI) information, specifically for the area, shows that between 1956 and 2002 there has been a loss of approximately 80 acres of fringing, estuarine emergent marsh, 11 acres of palustrine emergent marsh, and 35 acres of seagrass over the last 46 years Overall, erosion, subsidence, and saltwater intrusion have contributed to wetland and adjacent habitat loss in the project area.

Additionally, less than one percent of the original 9.4 million acres of coastal prairie on the Gulf Coast from Corpus Christi to Lafayette, LA, remains in a largely natural state The coastal prairie in the project area represents an area that, with protection, can be maintained with significant wildlife habitat values. Without protection, winter storm winds and waves will continue to erode this portion of Galveston Island, converting and losing valuable habitats.

Furthermore, all of the undeveloped land and associated habitats on Galveston Island are under significant development pressures, with numerous permits applied for and issued to allow the placement of fill into wetlands and the development of large tracts of coastal prairie and wetland habitats.

RESULTS

This land purchase preservation project, which was executed between the Trust for Public Land and the County of Galveston on August 25, 2010, protected 83.5 acres of habitat which is classified in the table below. The table provides the habitat classification and acreage for this land purchase at Ostermayer Bayou on west Galveston Island. Further information, including explicit descriptions and photos of the following land classification system, can be found at http //www.csc.noaa.gov/crs/lca/techcls.html . In addition, please refer to Figure 1 shown immediately after Table 1 below - "Habitat Type by Acreage".

There are five general vegetation communities within the project site including herbaceous upland, scrub-shrub upland, palustrine emergent wetland, estuarine emergent wetland, and estuarine scrub-shrub wetland There is approximately 21 acres of upland, which consists of a combination herbaceous upland and scrub-shrub upland Very little palustrine emergent wetland is present, and the remainder of the property is estuarine emergent wetland and estuarine scrub-shrub wetland. Keep in mind, based on the surveys we have seen, mixed into these three wetland types are somewhere between 31-35 acres of open water/submerged lands, which in essence is Ostermayer Bayou.

HABITAT CLASSIFICATION	ACREAGE
Palustrine Emergent Wetland	
Estuarine Scrub/Shrub Wetland	
Estuarine Emergent Wetland	
Open Water	31-35 ac
Grassland/Herbaceous	
Semi/Shrub	
Other	

TABLE 1: HABITAT TYPE BY ACREAGE

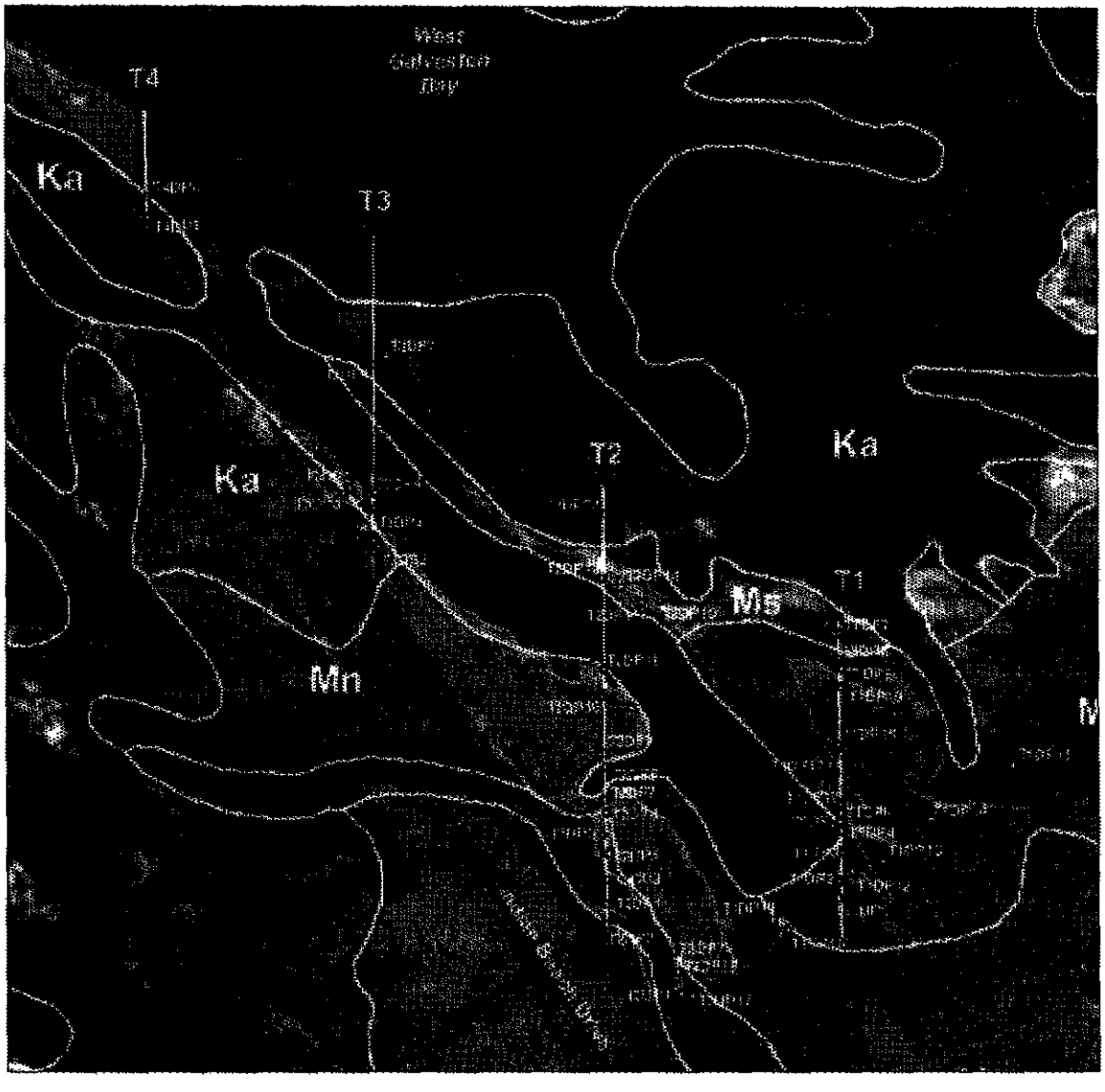


FIGURE 1: AERIAL VIEW OF OSTERMAYER BAYOU ACQUISITION. Red lines indicate the boundaries of the tract

Summary of Benefits

- Represents one of the few large tracts of undisturbed land remaining on the island.
- Features most all the representative barrier island habitats: algal flat, intertidal marsh, brackish marsh, freshwater marsh, and coastal prairie
- Attracts and feeds a wide variety of birds, including wading birds, shore birds, waterfowl, and grassland birds, both year-round and migrants.
- Offers a refuge for wildlife, such as Sandhill Cranes, in the face of the inevitable development engulfing the west end of the island.
- Provides drinking sources for wildlife of the area, through the shallow, freshwater depressional wetland areas of the natural hydrology on the site
- Able to support many of the 33 species of animals that live on the Island – reptiles, amphibians, mammals, and birds – through its habitats and water sources.

- Offers excellent potential for habitat restoration. prairie plants in the uplands, wetlands in the intertidal fringe area, and submerged aquatic vegetation in the subtidal area

METHODOLOGY

A broad consortium of partners collaborated to plan and implement this project. It began with a discussion in 2003, at which several local resource experts met at the Estuary Program's offices to identify some of the best natural areas remaining on Galveston Island, Follets Island, and Brazoria County These prospective partners contrived a mechanism to conduct planned wetland restoration and erosion protection, leveraging funds for these activities to secure local, state, and federal funding for the conservation of key habitat areas. Galveston County agreed to serve as the ultimate owner of the site, and maintain it as a county park.

In January 2006, The Trust for Public Land (TPL) contracted to purchase this property on the west end of Galveston Island. The landowner, Five-O Family, Ltd., accepted TPL's offer of $5,000,000 (matching his lowest offer from a developer). Once the contract was fully executed, intense fundraising efforts began, and the community began to galvanize around the effort to protect what it described as Texas's "Cape Cod." TPL considered protecting the entire 127-acre parcel as its most successful conservation scenario. However, at the close of TPL's inspection period, just $1 8 million of the needed funds were pledged With this in mind, and with the assistance of TPL supporter Sidney McClendon, TPL met with the Texas Land Commissioner to seek a creative conservation solution through a partnership with the Texas General Land Office and the Permanent School Fund (PSF) TPL negotiated an agreement to buy 127 acres (which we did on April 14, 2006) and convey the entire property to the PSF (which we did on April 20, 2006), with the requirement that the PSF grant TPL a one-year option on 55 9292 acres closest to Galveston Bay (at the same price per acre originally paid by TPL). TPL would have a right of first refusal on any additional acres conveyed to PSF, which would be subject to a new re-purchase price - the greater of either a revised appraised value or a 10% escalator Over the year, TPL continued to privately fundraise, identify additional public funds, and gather existing pledged funds; and by July 2007, had enough funding to acquire 60.4 acres under this agreement (approximately $2,671,325).

During 2009 and 2010, project partners secured public funding for a Galveston Island project, including approximately $400,000 from the Coastal Management Program (CMP), $72,877 from the Galveston Bay

Estuary Program, and $204,195 from various other sources Simultaneously with applying for these funds, project partners began the endeavor of land acquisition on Galveston Island, utilizing TPL's capacity and expertise in conservation land acquisition. Completing the land acquisition component of the project has proven to be challenging, as Galveston Island is a competitive and aggressive real estate market. When negotiations for the remaining portion of McAllis Point fell through, project partners worked to identify alternate sites with particular conservation value TPL, acting as lead, came very close to contract on a number of properties, only to lose them to deep-pocketed developers who could pay much higher prices The land was identified as a high priority for protection by the 2007 West Galveston Island Greenprint for Growth It is located just east of Indian Beach and can be reached via water from Galveston Bay or by land from a 60-feet-wide right-way-from from San Luis Pass road to the southern edge of the bayou. The General Land Office granted TPL an amendment to redirect CMP funds to Ostermayer Bayou and complete the transaction by August 31, 2010. The transaction mirrored the McAllis Point Acquisition in that the property was conveyed and is owned in fee by Galveston County, who will enter into an agreement with a local entity to manage and maintain the site as a nature park

TPL and closed the land acquisition with Land America Charter Title Company and conveyed the property to Galveston County on August 25, 2010.

USE AND MANAGEMENT

The project site is owned in fee by Galveston County, which will enter into an agreement with a local entity to manage and maintain the site as a nature park. Galveston County will select a contractor to develop plans for the development of access and low-impact recreational features on the site, as well as a contractor(s) to implement the plan. Galveston County and its partners will ensure management of the property in a manner consistent with the requirements of the funding entities to protect the natural resource benefits of the site Finally, a legal instrument (e g conservation easement, deed restrictions) will be developed for the property to ensure its protection in perpetuity

Plans for public use and access will be considered in cooperation with Galveston stakeholders, including representatives of state and federal resource agencies and nonprofit conservation organizations, along with other local residents. Among the features that could be included are a nature trail with boardwalks, fishing access, canoe/kayak access and trail, birding observation platforms, interpretative signage, and tree plantings for shade and for migratory bird habitat. All the parties who have been involved in the project are sensitive to the environmental values of the project area, and will develop a plan that provides access with the least possible disturbance, including avoiding especially sensitive areas such as bird rookeries.

PROJECT TIMELINE

The contract began August 24, 2010 and ended December 31, 2010, but project progress precedes the contract Benchmarks include the following.

2007-2010	The Trust for Public Land (TPL) pursued negotiations with various landowners on West Galveston Island
Jan 2010 - Aug 2010	Project partners completed fundraising for Ostermayer Bayou
Mar 2010 - Jul 2010	TPL works to complete requirements for re-programming of the CMP funding to Ostermayer Bayou
Feb 2010	Appraisal of Ostermayer Bayou is completed by Bay Area Real Property Appraisers & Consultants, Inc

Jun 2010	Survey of Ostermayer Bayou completed by HDR Engineering firm
Jul 2010	The Galveston County commissioners' court approved a cooperative agreement with the U S Fish & Wildlife Service Region 2 for financial and technical assistance to support the department's development and implementation of a conservation management plan, benefitting the McAllis Point property and the Ostermayer Bayou property
Aug 2010	The Galveston County commissioners' court approved a $72,877 agreement with the Commission on Environmental Quality for its participation in the Ostermayer Bayou acquisition
Aug 2010	TPL closed on the property and conveys 83 5 acres to Galveston County

FUNDRAISING

Federal funds, including a $400,000 grant from the Coastal Management Program (CMP) administered by the Texas General Land Office and NOAA, provided a substantial portion of the funding for the project. Over the course of the year, TPL worked furiously to assemble state and local funds to serve as match for the federal funds, and an additional grant for Galveston County from the Texas Commission on Environmental Quality in the amount of $72,877 To secure the CMP funding required re-programming of the funds from McAllis Point to Ostermayer Bayou The General Land Office granted TPL an amendment to redirect funds to Ostermayer and complete the transaction by August 31, 2010

BUDGET INFORMATION

The total acquisition cost was $677,072, which represents $400,000 from the Coastal Management Program (CMP), $72,877 from the Galveston Bay Estuary Program (GBEP), and $204,195 from other funding sources

PROJECT CONTRIBUTIONS

CMP Portion of Land Acquisition	$400,000
GBEP Portion of Land Acquisition	$72,877
Other Non-Federal Funding of Land Acquisition	$204,195
Total Purchase Price	***$677,072***

PARTNERS

Funding

Coastal Management Program Grant from GLO

National Oceanic and Atmospheric Administration (NOAA)

Galveston Bay Estuary Program (GBEP)

Texas Commission on Environmental Quality (TCEQ)

US Environmental Protection Agency (EPA)

The Trust for Public Land (TPL)

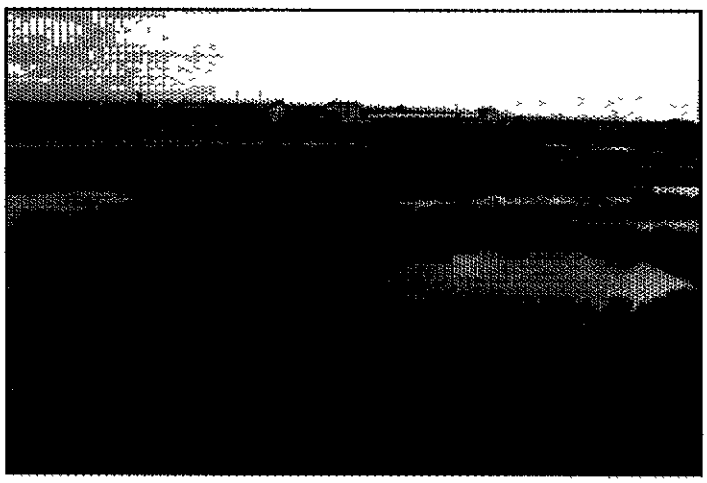
Galveston Bay Natural Area Acquisition & Conservation SEP (TCEQ)	$96,221
Foundations	$75,000
Individuals	$26,902
Estimated Closing Costs (escrow fee, recording costs, etc.)	$500
Cost for County's Title Policy	$5,572

LESSONS LEARNED

At its surface, land acquisition for conservation purposes would seem to be a fairly straightforward proposition. Galveston Bay resource managers and parks professionals would argue that it is one of the most

challenging approaches to conservation, however. Project partners faced many difficult challenges in implementing the project. Among these challenges.

1. The cost of land has increased dramatically in recent years, presenting enormous challenges to raising funds sufficient to conserve large tracts on Galveston Island,



2 Galveston Island, and indeed many areas immediately adjacent to the coast are highly fragmented and altered, leaving relatively few large tracts with high conservation value,

3. Negotiations with private landowners can be perilous and very transient, especially with intense competition for lands available for development,

4. State and federal grant programs can significantly limit project managers' flexibility to pursue multiple options, especially as targeted tract(s) are taken off the market,

5 The knowledge that there will be a lag time between establishing agreements and completing transactions may be a deterrent to landowners in selling to conservation interests

There is little that can be done to address items 1 and 2 above. The conservation community has begun targeting outlying, largely rural areas to secure larger, more ecologically significant parcels for conservation. However, preserving small parcels in urban settings is still a high priority especially for organizations such as The Trust for Public Land, as they serve as valuable refugia for wildlife, support public recreation, and provide excellent public outreach and education opportunities

To better address items 3 through 5, we might suggest an entirely different approach in developing conservation projects. Instead of focusing on a single tract, we might identify and prioritize several tracts with conservation value, leaving considerable flexibility in negotiations with landowners This will afford project managers with much greater leverage in negotiations with landowners.

AGENDA ITEM #13

THE COUNTY OF GALVESTON

On this the 29th day of March, 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 Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

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

Resolution of Galveston County Commissioners' Court to become a member of Texas Indigent Health Association ("TIHCA")

Whereas, the **Commissioner's Court of Galveston County** believes it to be in the best interest of **Galveston County** to join the **Texas Indigent Health Care Association ("TIHCA")**; and

Whereas, it is believed that participation in **TIHCA** will be highly beneficial to the citizens and tax payers of Galveston County through the efficiencies and potential savings to be realized,

Now, Therefore, Be it Resolved that the **Commissioners' Court of Galveston County, Texas,** agrees to join **Texas Indigent Health Care Association**, and

1 Approves the attached **TIHCA Charter** and agrees to be bound thereby in connection with its membership in **TIHCA**,

2 Appoints **Lanny Brown, Director of Community Services** as its Representative to **TIHCA**, whose contact information is.

Phone number:	409-770-5543
Fax number	409-765-3125
Address·	Galveston County Courthouse
722 Moody, 5th Floor	
Galveston, Texas 77550	
Email address:	lanny.brown@co.galveston.tx.us

3 Approves and authorizes the payment of initial prorated dues to **TIHCA** in an amount of $150.00, such dues being the initial membership dues charged by **TIHCA** for the time period extending through December 31, 2011.

Be it Further Resolved that the execution of this Resolution shall evidence the election of **Galveston County** to become a member of **TIHCA** upon the terms and condition stated in the attached Charter The **Commissioners' Court** has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the person named, who is hereby granted power to exercise the same.

Be it further Resolved that the meeting at which this Resolution was approved was duly noticed and held in strict compliance with the Texas Open Meetings Act, ch 551 Tex. Gov't Code

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 29th day of March, 2011.

Attest:

Dwight Sullivan, County Clerk

County of Galveston, Texas

By:

Mark Henry, County Judge

AGENDA ITEM #14

COUNTY OF GALVESTON

On this the 29th day of March, 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 Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct. No. 4;
Dwight Sullivan, County Clerk

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

Whereas, the members of the **Commissioner's Court** note that effective March 31, 2011, **Sergeant John W. Putnam, Jr.** will officially retire from the Galveston County Sheriff's Office; and

Whereas, John first began his law enforcement career as a deputy sheriff assigned to the Corrections Division in September, 1982 **John** advanced his career with his first assignment to the Patrol Division in August, 1985 when he was given the task of working the "Bayshore" patrol district where he developed a valued depth of knowledge about the communities in that area He was and continues to be well known as **"Mr. Putnam"** to not only the scofflaws that feared him but also to the solid citizens of the Bayview, Bacliff, and San Leon communities who held him in high regard **John** was promoted to Patrol Shift Supervisor in 1989, where he was a leader and mentor to dozens of deputies assigned to the Patrol Division In August, 1996, he began a new chapter with the Sheriff's Office with his assignment to the Criminal Investigations Division, taking a role as a Major Crimes Investigator The knowledge **John** had developed during his years with the Patrol Division proved to be a tremendous asset and he continued his involvement with the "Bayshore" area as a detective **John** returned to the Patrol Division as a Patrol Sergeant in January, 2009, again offering his years of experience and expertise to guide deputies in performing their tasks

Whereas, since he first began his career in law enforcement, **John's** conscientiousness and dedication to duty have been substantial factors in ensuring the successful execution of whatever responsibilities that came his way He always stood ready to perform whatever task he was assigned in a competent and willing manner Additionally, **John** always took time to serve as a leader, a coach, and a mentor to those with whom he worked, sharing his vast experiences and helping to encourage others to perform beyond what they thought they might be capable of, and

Whereas, John's retirement, because of his skill, integrity, and dedication to duty, will certainly leave a void in the hearts of the people he has served with for so long and so well His versatility and creativity have doubtless improved the operations of the Galveston County Sheriff's Office, and his daily presence will be missed by all of those who have had the privilege and honor of serving with him It is indeed appropriate at this time to publicly honor him and recognize his many contributions to the citizens of Galveston County

Now, Therefore, Be it Resolved, that the **Commissioner's Court of Galveston County, Texas** hereby pays tribute to **Sergeant John W. Putnam, Jr.**, and on behalf of all the citizens of Galveston County, thanks him for his many years of outstanding public service and extends to him its warmest best wishes for continued success and happiness for years to come

Be it Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and the Original hereof be furnished to **Sergeant John W. Putnam, Jr** in appreciation of his over 28 years of continuous public service

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 29th day of March, 2011.

Attest:

Dwight Sullivan, County Clerk

Patrick Doyle, Comm. Pct. #1

Kevin O'Brien, Comm. Pct. #2

County of Galveston, Texas

By:

Mark Henry, County Judge

Stephen Holmes, Comm. Pct. #3

Kenneth Clark, Comm. Pct. #4

AGENDA ITEM #15

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl E Johnson@co galveston tx us

March 17, 2011

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

Re Tax Refunds in Excess of $2,500.00

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

Account Number	Amount	Reason
2655-0097-0001-000	$8,519 64	Supplemental Adjustment
3875-0002-0012-000	$6,889 21	Supplemental Adjustment
4350-0001-0006-000	$2,528.82	Supplemental Adjustment
4928-0000-0009-002	$14,453 03	Supplemental Adjustment
5285-0000-0101-000	$3,399 52	Supplemental Adjustment
5568-0001-2100-000	$4,414 36	Supplemental Adjustment
5580-0000-0006-000	$2,750 39	Supplemental Adjustment
6039-0001-0020-000	$4,107 51	Supplemental Adjustment
7017-0000-0010-000	$2,767 03	Supplemental Adjustment

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

2010 Supp#4

Refunds over $2500

2655-0097-0001-000	Bay Area Christian Services	$8,519 64
3875-0002-0012-000	2009 SWE, LLC	$6,889 21
4350-0001-0006-000	Bernice Haught Arvin Revoc	$2,528.82
4928-0000-0009-002	Yellow Sapphire Hosp., Inc.	$14,453 03
5285-0000-0101-000	Kleinhans Charles & Melanie	$3,399 52
5568-0001-2100-000	Anderson Patricia	$4,414 36
5580-0000-0006-000	Bacon Ruth	$2,750 39
6039-0001-0020-000	Thomas Matishe	$4,107.51
7017-0000-0010-000	Vervitas Dimos	$2,767.03

AGENDA ITEM #16

Cheryl E. Johnson, RTA

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

March 10, 2011

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

RE Request for waiver of penalty & interest
Account No 3415-0002-0010-000
Mary Zimmermann

Dear Judge Henry

Ms Zimmermann is requesting a waiver of the penalty and interest collected on the account number referenced above

According to the Texas Property Tax Code Section 31 06 (b, d) ,"Acceptance by a collector of a check or money order or of payment by credit card constitutes payment of a tax as of the date of acceptance if the check, money order, or credit card invoice is duly paid or honored If the check, money order or credit card is not honored the collector shall deliver written notice of nonpayment to the person who attended payment by check, money order or credit card Until payment is made in full by cash, check, money order, or credit card that is duly paid or honored, the lien securing payment of the tax remains in effect, whether or not the person receives notice of nonpayment

If a check or money order accepted in payment of taxes or the invoice for a payment of taxes by credit card is not duly paid or honored, the amount of any charge against the taxing unit for processing the check, money order, or credit card invoice is added to the amount of taxes due in the same manner as penalties and interest are added for taxes that are delinquent The tax lien on the property also secures payment of the amount of the charge

The taxpayer made a payment in a timely manner for the 2010 property taxes, however on February 3rd she received an email from credit card vendor stating "no

account, unable to locate", and therefore her method of payment was not honored. This has caused fees to be added to her account As soon as she learned of this error, the customer paid the taxes due on the account

Amount of waiver requested $ 147 74

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA
Tax Assessor/Collector

Evans, Erma

From: mary zimmermann [mbrz5@att net]
Sent: Wednesday, February 09, 2011 12 39 PM
To: Evans, Erma
Subject: waiver of penalty charges

Dear Ms Evans,

I am writing to request a waiver of penalties and interest concerning my property taxes at 917 Layfair Place Friendswood, TX 77546

I paid my taxes on January 31st at 1 36 pm though an online service on the county's website Confirmation number GALPRT000042617

I received an email on February 3rd from payconnection com that they were not able to locate my account Within 2 hours of being emailed about the problem on February 3rd I drove to the tax office in League City and paid the amount due, as I was instructed by Galveston County Tax office employee Barbara Lively

I did pay my taxes on the due date of January 31st and feel that I should not incur penalties and interest charges,

If you should have any questions or need further information, feel free to call me on my cell or email to the address below

Sincerely,

Mary Zimmermann
713-933-4143
Mbrz5@att net

Appraisal II Collection Technologies - CALVERTON COUNTY

Action Edit Query Record View Help Entitlements Accounts Window

ORACLE

Prev Account | Next Account | Prev. Owner | Next Owner | Acct History | Notes | Single Owner | Go To:

EVANS, E
ACT9000 v1.209

02/07/2011 08:21:55
GCTO_PROD

STATUS DETAIL

Internet Payment Pending

Internet Payment(s) Pending:
1 BC $2,110.57 on 01/31/2011

OK

Account Information

Account No. 341500020010000 Roll Code REAL PROPERT

Certified Owner ZIMMERMANN JACK GLENN & MARY BRADFO

Address Line 917 LAYFAIR PL

Amount Due as of 02/07/2011 Owner No. 0

Tax Unit, Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
[illegible]	[illegible]					Exemption	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$00	$147 74
2009	$217,370	Y		0		Exemption	$2,103 26	$2,103 28	$ 00	$ 00	$ 00	$ 00	$ 00
2008	$227,400			0			$2,614 42	$2,614 42	$ 00	$ 00	$ 00	$ 00	$ 00
2007	$264,860			0			$3,062 83	$3,062 83	$ 00	$ 00	$214 40	$ 00	$ 00
2006	$264,860			0			$3,127 60	$3,127 60	$ 00	$ 00	$231 26	$ 00	$ 00
2005	$264,860			0			$3,265.05	$3,265 05	$ 00	$ 00	$1,732 96	$ 00	$ 00
2004	$97,690	Y	Y	0		Exemption	$455 33	$455 33	$ 00	$ 00	$244 36	$ 00	$ 00
2003	$88,810			0		Exemption	$364 73	$364 73	$ 00	$ 00	$ 00	$ 00	$ 00
2002	$88,810			0		Exemption	$361 00	$361 00	$ 00	$ 00	$ 00	$ 00	$ 00
						Totals	[illegible]	[illegible]	$.00	[illegible]	[illegible]	$.00	[illegible]

Last Payment Date

Last Payer

Alert

start | Snagit/32 | Oracle Application Se | Appraisal & Collection... | Inbox - Microsoft Out... | 8:26 AM

GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	701600000003000	9 8E+07	0	23014 VERA	$2,639 21
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	724620030002000	9 8E+07	0	2885 MILAN(	$2,554 62
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	118000080014001	9 8E+07	0	203 STONEH	$1,132 69
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	830010950150093	9 8E+07	0	11731 23RD	$31 50
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	434700000020000	9 8E+07	0		$84 44
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	351001380013002	9 8E+07	0	2314 33RD S	$100 00
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	341500020010000	9 8E+07	0	917 LAYFAIF	$2,110 57
GALPRT000	CSR	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	423500010003001	9 8E+07		1110 FM 518	$772 51
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	585700090039000	9 8E+07	0	13642 SAN D	$6,584 11
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	421000000005000	9 8E+07	0	16710 TAHIT	$787 49
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	164500110004002	9 8E+07	0	7762 WETZE	$4,195 03
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	281900100034000	9 8E+07	0	5124 ARBOF	$2,078 61
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	720500000326007	9 8E+07	0		$39 68
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	307500000141000	9 8E+07	0	2423 SAND (	$234 61
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	490000210006001	9 8E+07	0	729 23RD A\	$506 04
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	624002140001000	9 8E+07	0	1110 13TH S	$6,344 66
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	411200000001000	9 8E+07	0		$1,312 01
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	320100080142000	9 8E+07	0	919 PALMVII	$316 33
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	714600000026000	9 8E+07	0	107 ISLES E	$9,337 97
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	351000571008000	9 8E+07	0	4302 AVE O	$969 77
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	310500000022001	9 8E+07	0		$536 01
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	164500080001003	9 8E+07	0	7524 WETZE	$5,096 10
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	383800020006000	9 8E+07	0	3125 SHORE	$1,797 63
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	638100000361000	9 8E+07	0	4123 GRAYS	$1,000 00
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	339800040009000	9 8E+07	0	801 MORNIN	$3,649 63
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	720500000326009	9 8E+07	0		$76 48
GALPRT000	CSR	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	625500000537005	9 8E+07		5220 seawall	$610 81
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	142000000001000	9 8E+07	0	4995 W BAY	$11,911 19
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	624600910003001	9 8E+07	0		$252 50
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	507200020013000	9 8E+07	0	2215 GREEN	$2,185 91
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	637500000007000	9 8E+07	0	21511 SAN L	$1,220 78
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	138000000042000	9 8E+07	0	1505 103RD	$1,375 86
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	189400030003000	9 8E+07	0	2505 SARAS	$2,099 50
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	203500000019000	9 8E+07	0	2110 PECAN	$1,200 00
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	720500000325002	9 8E+07	0	9827 STEW/	$70 10
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	195000000048000	9 8E+07	0	5304 THORN	$2,434 31
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	116000880001006	9 8E+07	0	4720 SELF S	$1,259 57
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	160500340013000	9 8E+07	0	2607 BAYSH	$1,668 69
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	760310030015000	9 8E+07	0	3914 LAKE S	$12,499 41
GALPRT000	CSR	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	351001610000001	9 8E+07		3531 avenue	$2,376 06
GALPRT000	WEB	ACH	Single	Jan-31-2011	Jan-31-2011	Feb-01-2011	532002060003000	9 8E+07	0	4708 E 26TH	$1,783 80

Payment Detail

Biller Group: GAL

Biller: PRT

HISTORY PAYMENT DETAIL INFORMATION

Confirmation ID: **GALPRT000042617**

Your Payment Detail

Payment Amount	**$2,110.57**
Convenience Fee	**$1.00**
Total Amount:	**$2,111.57**
Business Date	**Jan-31-2011**
Payment Effective Date	**Feb-01-2011**
Amount Due	**$2,110.57**
Status	**RETURNED**
Return Reason	**R03 - No Account/Unable to Locate**
Property Address	**917 LAYFAIR PL**

Your Account Detail

Routing Number	**111000614**
Account Number	**XXXXXXXXXXXXX2981**
Account Type	**Checking**
Account Category	**Consumer**
Biller Payor ID	**341500020010000**
ACH Trace Number	**021000024218173**
ACH Transaction Code	**27**

Email Address	**mbrz5@att.net**
Payment Channel	**WEB**
Payment Initiation Date	**Jan-31-2011**
Release Date	**Jan-31-2011**
Last Update Date	**Feb-03-2011**
Last Update User	**!GALPRT008153816**

The payment cannot be refunded because the account is invalid

AGENDA ITEM #17

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 F Johnson@co galveston tx us

March 10, 2011

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

Re CLERICAL ERROR
Request for P & I Refund/Waiver
Acct# 4132-0003-0036-000

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, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District

The homeowner is requesting the fees charged to his account be waived/refunded due to the clerk's error He states a representative in the Galveston Central Appraisal District placed the incorrect address on the account

Account Number	Year	Refund/Waiver
4132-0003-0036-000	2009	$ 1200 56

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA
Tax Assessor Collector

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591
Telephone: (409) 935-1980 Toll Free (866) 277-4725
Fax (409) 935-1799

Date: 2/25/11

To: ERMA EVANS
GALV. CO. TAX OFFICE

Fax Number: (409) 765-3239

From: DAVID ARNOLD

Subject: ACCT # 4132-0003-0036-000

Comments: SEE CHANGE AUTHORIZATION ATTACHED

Total Pages: 2 (including cover page)

2010-SUPP #4

Galveston Central Appraisal District

CHANGE AUTHORIZATION

Notify Districts GGA 510 C30 J01 RFL Year 2005 - 2010

ABST 121 PAGE 26 LOT 36 BLK 3 INDIAN BEACH SEC 3

Account Number 4132-0003-0036-000

CORRECTIONS

	FROM	TO
Name	TRACY, SHAUN	ALAS, EFREN L. &
Address 1.		MELY G. CHUA
Address 2		51 FLOWER AVE.
City/State/ZIP		CORTLANDT MANOR, NY 10567

CHANGE VALUE

	FROM		TO
LAND Market		LAND. Market	
LAND. Agriculture.		LAND Agriculture	
IMPROVEMENTS		IMPROVEMENTS	
PERSONAL		PERSONAL	

EXEMPTION	ALLOWED	YEAR
HOMESTEAD		
OVER 65		
DISABILITY		
VETERAN		
EXEMPT		

ADD ENTITY CODE

Reason C2525C1 - CLERICAL ERROR AFFECTING TAX LIABILITY. CORRECT OWNRSHP FOR 2005 - 2010

Appraisal District Authorization — Date 2/25/11

DAVID ARNOLD
Keypunched By. — Date 2/25/11

AGENDA ITEM #18

Next Available Agenda

Application, Appointment, and Oath of Office for two Reserve Deputy Constables submitted by Constable, Precinct 3

THE STATE OF TEXAS }
COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared Derrick W. Rose, Constable of Precinct 3 of Galveston County, Texas who, after being by me, duly sworn, upon oath, deposes and says

I am asking the Commissioners Court of Galveston County, Texas, for authority to appoint Treka Mitchell as a Reserve Deputy Constable for a period of two years In making this application I certify and agree as follows

(A) The Applicant has successfully completed all training standards required of Peace Officers by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and is eligible for licensing In addition, the Applicant will comply with TCLEOSE RULES Sec 211 100 and Sec 211 104 relating to in-service training and annual firearms proficiency as such rules presently exist or may hereinafter be amended

(B) Including this Applicant I have no more than five Reserve Deputy Constables in my Department

(C) The Applicant will take the official oath and execute a bond in the amount of $2,000 payable to me This oath and bond will be filed with the County Clerk of Galveston County before the Applicants entry on duty and simultaneously with his appointment

(D) The Applicant will work a minimum of sixteen (16) hours per month The Applicant will be permitted to serve as a peace officer only while actually discharging his official duties While on duty, the Applicant will be under my supervision and will be required to wear a distinctive uniform or a coat and tie The Applicant will file with me a written report of all on-duty activities This report will include, at a minimum, the days and hours worked and the activities conducted This report shall be subject to inspection and copy of any member of the Commissioners Court or his authorized representative upon request

(E) The County's Human Resources Department has been notified of this Application and will be notified of his termination if Applicant is terminated by me prior to expiration of the two year period

(F) The Commissioners Court's authorization of this appointment may be revoked at any time, with or without cause Upon notification of such revocation I agree to terminate the appointment so authorized

(G) That this application is made to induce the Commissioners Court to authorize me to appoint Applicant as a reserve deputy constable pursuant to the authority granted it by 86 012 of the Local Government Code of the State of Texas

EXECUTED this 14th day of March 20 11

Derrick Rose
CONSTABLE PRECINCT 3

Sworn to and subscribed before me, at La Marque, Texas, on this the 14th, day of March, A D , 20 11

DEBRA A JOINER
Notary Public, State of Texas
My Commission Expires
August 02, 2014

Debra A Joiner
Notary Public in and for Galveston County, Texas

THE STATE OF TEXAS }
COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared Derreck W. Rose, Constable of Precinct 3 of Galveston County, Texas who, after being by me, duly sworn, upon oath, deposes and says·

I am asking the Commissioners Court of Galveston County, Texas, for authority to appoint David Streeter as a Reserve Deputy Constable for a period of two years In making this application I certify and agree as follows

(A) The Applicant has successfully completed all training standards required of Peace Officers by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and is eligible for licensing In addition, the Applicant will comply with TCLEOSE RULES Sec 211 100 and Sec 211 104 relating to in-service training and annual firearms proficiency as such rules presently exist or may hereinafter be amended

(B) Including this Applicant I have no more than five Reserve Deputy Constables in my Department

(C) The Applicant will take the official oath and execute a bond in the amount of $2,000 payable to me This oath and bond will be filed with the County Clerk of Galveston County before the Applicants entry on duty and simultaneously with his appointment

(D) The Applicant will work a minimum of sixteen (16) hours per month The Applicant will be permitted to serve as a peace officer only while actually discharging his official duties While on duty, the Applicant will be under my supervision and will be required to wear a distinctive uniform or a coat and tie The Applicant will file with me a written report of all on-duty activities This report will include, at a minimum, the days and hours worked and the activities conducted This report shall be subject to inspection and copy of any member of the Commissioners Court or his authorized representative upon request

(E) The County's Human Resources Department has been notified of this Application and will be notified of his termination if Applicant is terminated by me prior to expiration of the two year period

(F) The Commissioners Court's authorization of this appointment may be revoked at any time, with or without cause Upon notification of such revocation I agree to terminate the appointment so authorized

(G) That this application is made to induce the Commissioners Court to authorize me to appoint Applicant as a reserve deputy constable pursuant to the authority granted it by 86 012 of the Local Government Code of the State of Texas

EXECUTED this 14th day of March 20 11

Derreck Rose
CONSTABLE PRECINCT 3

Sworn to and subscribed before me, at La Marque, Texas, on this the 14th, day of March, A D , 20 11

DEBRA A JOINER
Notary Public, State of Texas
My Commission Expires
August 02, 2014

Debra A Joiner
Notary Public in and for Galveston County, Texas

2011016307

2 PGS

APPOINTMENT OF DEPUTY

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

Know All Men By These Presents:

That I, the undersigned, duly elected and qualified as Constable in and for Galveston County, Texas, do hereby appoint

TReKa Mitchell

as Deputy(ies) in my office, with full power and authority to do and perform all such official acts as may be lawfully done and performed by me in person.

Constable
For Galveston County, Texas

OATH OF OFFICE

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

I, the undersigned, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Constable in and for Galveston County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State. So Help Me God.

TReKa Mitchell

Sworn to and subscribed before me, at Galveston, Texas on this the 15 day of March A.D. 2011.

[Seal]

Judge
For Galveston County, Texas

By Sonny James

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2011016307

March 31, 2011 02 04 14 PM

FEE $0 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

2011016308

2 PGS

APPOINTMENT OF DEPUTY

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

Know All Men By These Presents:

That I, the undersigned, duly elected and qualified as Constable in and for Galveston County, Texas, do hereby appoint

David Streeter

as Deputy(ies) in my office, with full power and authority to do and perform all such official acts as may be lawfully done and performed by me in person.

Constable

For Galveston County, Texas

OATH OF OFFICE

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

I, the undersigned, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Constable in and for Galveston County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State. So Help Me God.

David Streeter

Sworn to and subscribed before me, at Galveston, Texas on this the 15th day of March A.D 2011.

[Seal]

Judge Sonny James

For Galveston County, Texas

By Sonny James

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2011016308

March 31, 2011 02 04 14 PM

FEE $0 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #19

Robertson, Elizabeth

From· Robertson, Elizabeth
Sent: Wednesday, March 23, 2011 7 59 AM
To: Grady, Patricia, Lewis, Roxann
Cc Fitzgerald, Mike
Subject. AGENDA

Pat,

Please place the following on the next available agenda

"Consideration of change order no 3 to the Lucas Construction Co , Inc contract for Jack Brooks Park Paving & Drainage Improvements project submitted by the County Engineer"

Elizabeth A. Robertson
Administrative Coordinator for Mike Fitzgerald P E
County Engineer
Galveston County
722 Moody
Galveston TX 77550
409 770 5399
409 770 5557 fax

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 3
Jack Brooks Park
Paving and Drainage Improvements

Owner· Galveston County
Contractor Lucas Construction Co , Inc
Engineer CivilTech Engineering, Inc

Contract Number 1053
Purchase Order Number C011547
Bid Number B101062

Work Being Changed

- Relocate uplighting within entrance median to correspond with proposed park sign location
- Provide red curb paint, red stripes, and fire lane identification lettering to designate fire lanes
- Modify access isle striping to provide additional van accessable parking space at rodeo arena
- Provide additional van accessable signage
- Revised quantaties of storm sewer pipe to reflect actual length installed
- See attached proposals from Lucas Construction Co , Inc

CHANGE IN CONTRACT PRICE

Original Contract Price	$1,454,540 35
Net Change From Previous Change Orders	$33,848 70
Contract Price Prior To This Change Order	$1,488,389 05
Net Increase/Decrease Of This Change Order	$8,371 10
Contract Price With All Approved Change Orders	$1,496,760 15

CHANGE IN CONTRACT TIME

Original Contract Time·	90 Days
Net Change From Previous Change Orders	5 Days
Contract Time Prior To This Change Order	95 Days
Net Increase/Decrease Of This Change Order	0 Days
Contract Time With All Approved Change Orders	95 Days

RECOMMENDED

By _____
Engineer (Consultant)

By _____ Date 4-10-2011
Engineer (County Engineer)

APPROVED
County Of Galveston

By _____ Date 3/29/2011
Mark Henry , County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By _____ Date 3-21-11
Contractor (Authorized Signature)

Dustin Johnson
Printed Name

Galveston County Engineering Department

Change Order No. 3
Jack Brooks Park
Paving and Drainage Improvements

					Original + Previous Revisions		Current Change Order		
Pay Item No	Spec Item No	Description	Unit	Unit Price	Quantity	Item Cost	Quantity	Item Cost	Overrun/Underrun
18	464	RC PIPE (CLIII)(18")	LF	$31 00	60	$1,860 00	100	$3,100 00	$1,240 00
20	464	RC PIPE (CLIII)(30")	LF	$30 00	568	$17,040 00	625	$18,750 00	$1,710 00
	636	SPECIAL SIGNS (TY A) 12x6 VAN ACCESSIBLE	LS	$326 00			1	$326 00	$326 00
	666	RED PAINTED CURB W/ WHITE LETTERING	LS	$1,087 10			1	$1,087 10	$1,087 10
	666	RED 4" STRIPE W/ WHITE LETTERING	LS	$1,682 80			1	$1,682 80	$1,682 80
	666	4" WHITE STRIPE (NO PARKING AREA)	LS	$155 20			1	$155 20	$155 20
	666	4" WHITE STRIPE (VAN ACCESSIBLE AISLE)	LS	$20 00			1	$20 00	$20 00
		RELOCATE 2 LIGHTS AT MAIN ENTRANCE	LS	$2,150 00			1	$2,150 00	$2,150 00
							Net Contract Change		**$8,371.10**

JACK BROOKS PARK - PARKING AND DRAINAGE IMPROVEMENTS
GALVESTON COUNTY ROAD BOND PROJECT, PRECINCT 2
REQUEST FOR INFORMATION (RFI)

Contractor RFI #: 1 | PRECINCT: 2 | JOB # : | Sheet 1 of 1

Date. October 11, 2010

RFI TITLE: Overrun on Storm Piping

CONTRACTOR: Lucas Construction Co. | Project Manager:

TEL: 281-316-6990 | MOBILE:

FAX: 281-316-6087 | e-mail: lucasconstruction@c

CivilTech Engineering, Inc. | Project Manager: Darrell L. Kaderka, P.E.

TEL.: (281) 304-0200 | MOBILE: (713) 703-6915

FAX: (281) 304-0210 | e-mail: dlkaderka@civiltecheng.com

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. _____ Specification Sec. 464 DWG. SHEET NO'S 29 / 53

Bid Item No. 18, 19, 20, 21

DESCRIPTION OF PROBLEM OR QUESTION: Sketch Attached:

The bid quantities do not match the plan quantities. The plans show for an additional 40' of 18" pipe (100' total), an additional 26" of 24" pipe (1,081' total), and additional 73' of 30" pipe (641' total) and an additional 9' of 36" pipe (667 total.) Can we over run the unity quantity or will a change order be issued?

40' of 18" pipe @ $31.00 = $1,240 00
26' of 24" pipe @ $24.00 = $ 624.00
73' of 30' pipe @ $30.00 = $2,190.00
9' of 36" pipe @ $41.00 = $ 369.00

Total	$4,423.00
10% OH	442 30
Subtotal	$4,865.30
3% Bond	145.95
Total	$5,011.25

GALV

CHANGE IN THE PROJECT COST TO HARRIS COUNTY? YES [X] NO [ ] AMOUNT $5,011.25

CHANGE IN THE PROJECT SCHEDULE? YES [ ] NO [X] AMOUNT

Justin Johnson — October 11, 2010

SIGNATURE OF CONTRACTOR REPRESENTATIVE — DATE

PROJECT ENGINEER

We have reviewed the plan quantaties and bid quantaties of the RCP as indicated Please note that the lengths indicated on plan are from center of manhole to center of manhole The pay length is from inside wall to inside wall thus the open width of the inlet or manhole must be subtracted from each pipe run This is standard under TxDOT specifications We recomputed the lengths of RCP and found the bid quantaties for 24" and 36" to be correct The overages indicated above is the lenght represented within the manholes and inlets However, the bid length of 18" RCP does appear to be 40 feet short of the total represented on the plans The bid length of 30" RCP appears to be 57 feet short of that represented on the plans when accounting for openings within the manholes and inlets As a result, the County has agreed to allow an additional 40 feet of 18" RCP and 57 feet of 30" RCP at the unit price included in the contractor's bid as shown below

40 ft of 18" RCP @ $31 00/lf = $1,240 00
57 ft of 30" RCP @ $30 00/lf = $1,710 00
Total $2,950.00

The above increase in quantaties will be reflected in a Change Order prepared to address the additional costs

Darrell L Kaderka — 10/12/10

CivilTech Engineering, Inc. — DATE

LUCAS
CONSTRUCTION CO INC.

March 4, 2011

Civil Tech Engineering
11821 Telge Road
Cypress, TX 77429

Attn: Darrell Kaderka

Re: Jack Brooks Park Change Order

Dear Mr. Kaderka:

Per your letter dated March 2, 2011, Lucas Construction Company Inc. proposes to provide labor, materials, equipment, insurance and supervision necessary to provide:

2. a. Red Painted Curb w/ White Lettering – 1,553 LF for a lump sum of $1,087.10
   b. Red Fire Lane 4" Stripe w/ White Lettering -2,404 LF for a lump sum of $1,682.80

3. a. i. 2 Aluminum signs (TY A) 12x6 Van Accessible, mounted on existing poles below existing handicapped parking signs – SF for a lump sum of $326.00
   ~~ii. Remove Existing 4" white stripe – 40 LF for a lump sum of $28.00~~ Excluded
   iii 4" White Stripe – 50 LF for a lump sum of $20.00

4. a. 4" White Strip (Solid) – 388 LF for a lump sum of $155.20

If you have any questions please call.

Sincerely,

Dustin Johnson by [illegible]

Dustin Johnson
Lucas Construction Company Inc.

DJ/nj

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

LUCAS
CONSTRUCTION CO INC.

February 28, 2011

Civil Tech Engineering
11821 Telge Road
Cypress, TX 77429

Attn: Darrell Kaderka

Re: Jack Brooks Park Sign Relocation

Dear Mr. Kaderka,

Lucas Construction Company Inc. proposes to provide labor, materials, equipment, insurance and supervision necessary to relocate 2 lights at the main entrance for the total of $2,150.00.

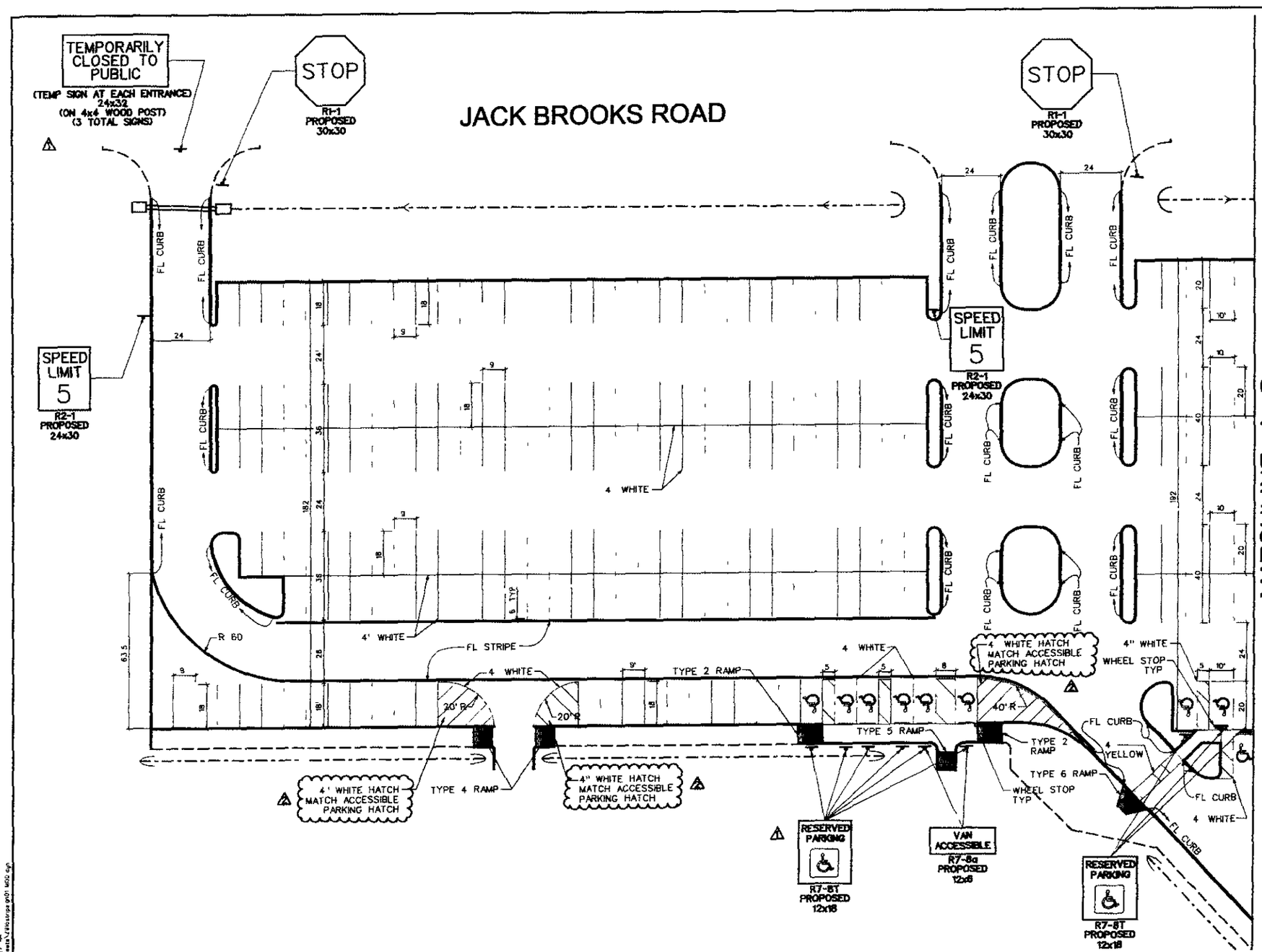
If you have any questions please call.

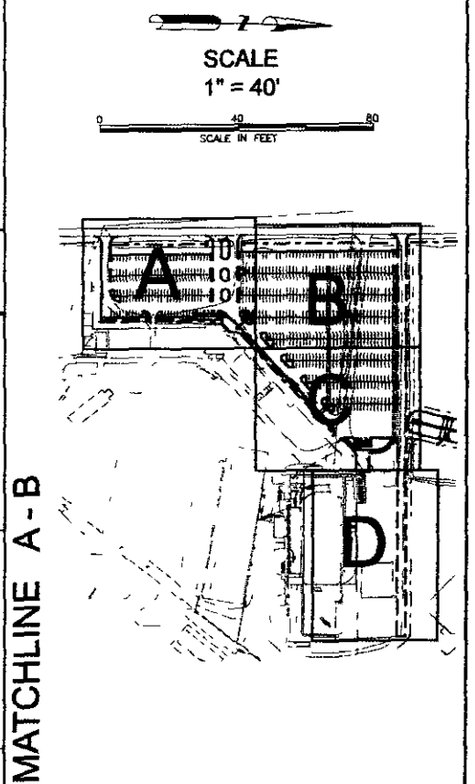
Sincerely,

Dustin Johnson
Lucas Construction Company Inc.

DJ/mt

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087





NOTES

1. REFER TO TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR SIGNAGE AND PAVEMENT MARKING DETAILS
2. ALL STRIPING IS 4 WHITE UNLESS OTHERWISE NOTED
3. REFER TO SHEET 40 FOR HANDICAP AND PARKING STALL MARKING DETAILS

FL STRIPE - INDICATES RED PAINTED 4 SOLID STRIPE LABELED WITH 3 WHITE LETTERING FIRE LANE-TOW AWAY ZONE EVERY 50 FEET

FL CURB - INDICATES RED PAINTED CURB LABELED WITH 3 WHITE LETTERING FIRE LANE-TOW AWAY ZONE EVERY 50 FEET

3 WHITE LETTERING SHALL BE INCIDENTAL TO FL STRIPE AND FL CURB

3/10/11

STATE OF TEXAS
DARRELL L KADERKA
79298
REGISTERED PROFESSIONAL ENGINEER

NO.	REVISIONS	DATE	NAME
1	REVISIONS PER CHANGE ORDER NO. 1		
2	REVISIONS PER CHANGE ORDER NO. 3		

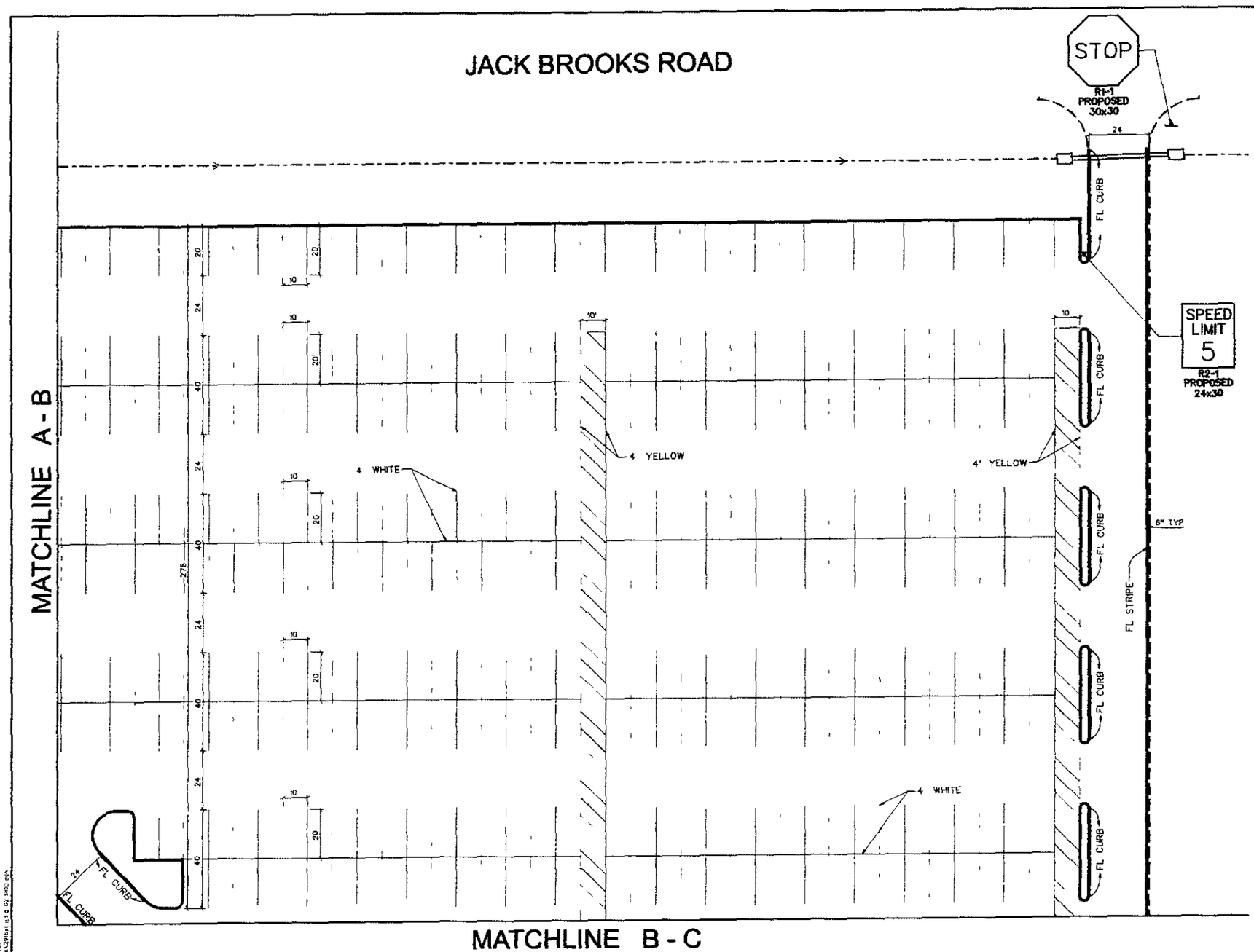
GALVESTON COUNTY DEPARTMENT OF PARKS AND SENIOR SERVICES

THE STATE OF TEXAS COUNTY OF GALVESTON

CivilTech Engineering, Inc.
11821 TELGE ROAD
CYPRESS, TEXAS 77429
PH (281)304-0200
FX (281) 304-0210
REGISTRATION NO. F-382

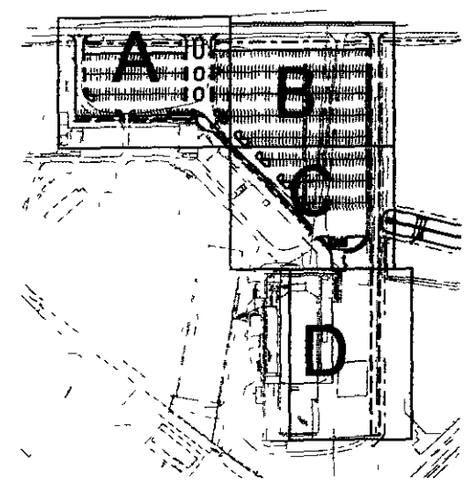
JACK BROOKS PARK- PARKING AND DRAINAGE IMPROVEMENTS

DA/CW	SIGNING & STRIPING PLAN	790016.00
DLK	AREA A	
3/10/2011		24 / 53



SCALE
1" = 40'

0 40 80
SCALE IN FEET



NOTES

1. REFER TO TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR SIGNAGE AND PAVEMENT MARKING DETAILS
2. ALL STRIPING IS 4 WHITE UNLESS OTHERWISE NOTED
3. REFER TO SHEET 40 FOR HANDICAP AND PARKING STALL MARKING DETAILS

FL STRIPE - INDICATES RED PAINTED 4 SOLID STRIPE LABELED WITH 3 WHITE LETTERING FIRE LANE-TOW AWAY ZONE" EVERY 50 FEET

FL CURB - INDICATES RED PAINTED CURB LABELED WITH 3' WHITE LETTERING FIRE LANE-TOW AWAY ZONE EVERY 50 FEET

3 WHITE LETTERING SHALL BE INCIDENTAL TO FL STRIPE AND FL CURB

3/10/11

STATE OF TEXAS
DARRELL L. KADERKA
79298
REGISTERED PROFESSIONAL ENGINEER

#	REVISIONS	DATE	NAME
3	REVISIONS PER CHANGE ORDER NO. 3		

GALVESTON COUNTY DEPARTMENT OF PARKS AND SENIOR SERVICES

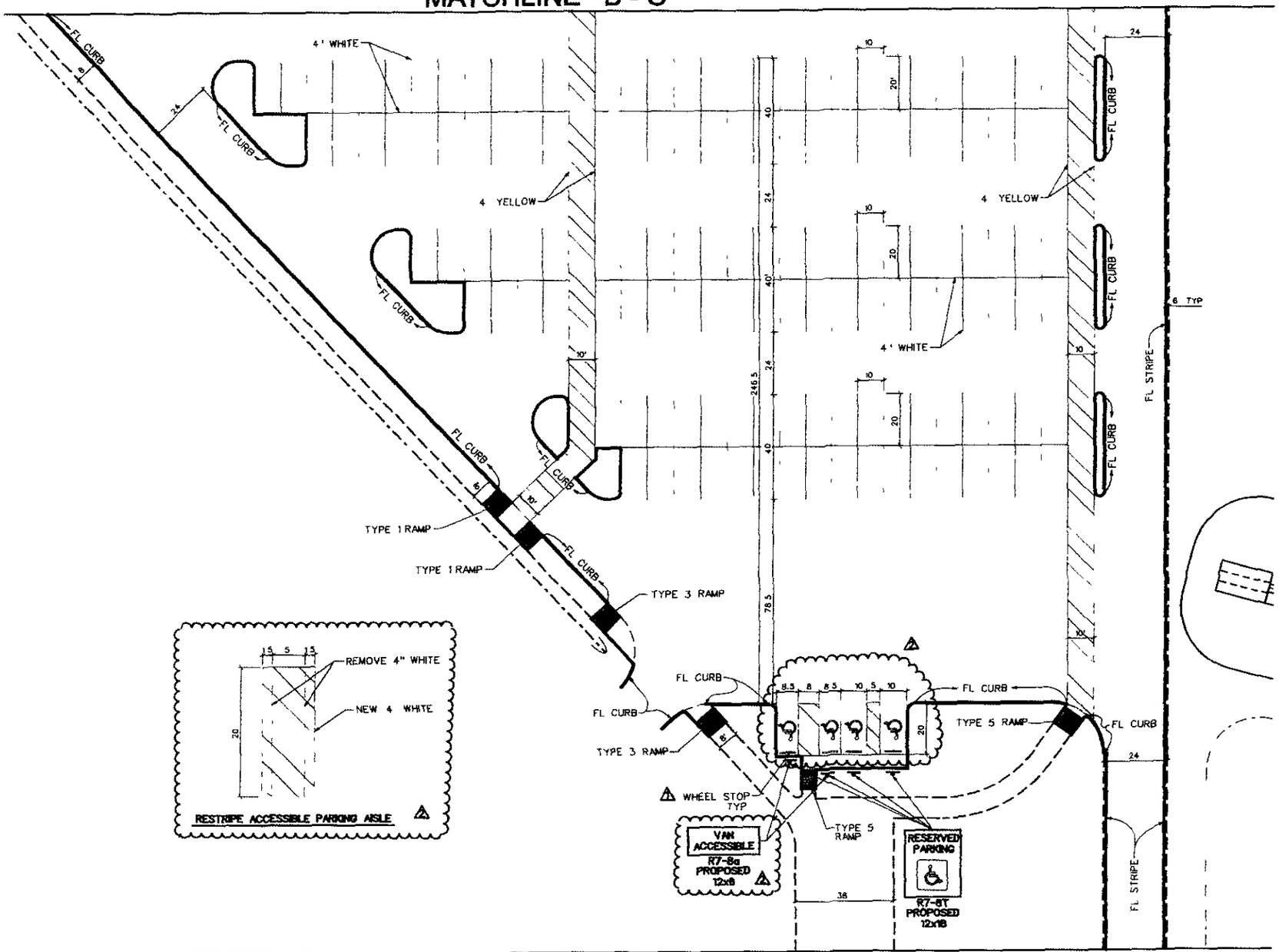
THE STATE OF TEXAS COUNTY OF GALVESTON

CivilTech Engineering, Inc.
11821 TELGE ROAD
CYPRESS, TEXAS 77429
PH. (281)304-0200
FX (281) 304-0210
REGISTRATION NO F-382

PROJECT NAME: JACK BROOKS PARK- PARKING AND DRAINAGE IMPROVEMENTS		
DRAWN BY: DA/CW	SHEET DESCRIPTION: SIGNING & STRIPING PLAN	JOB NO: 290016.00
DATE BY: DLK	AREA B	FILE NAME:
CHKD:		FILE NO:
DATE: 3/10/2011	REVISED BY:	SHT NO: 25 / 53

3/10/2011 10:36:43 AM
q:\2009\1400\dwgs\wheels\290161.p25 02 ARCD.DWG

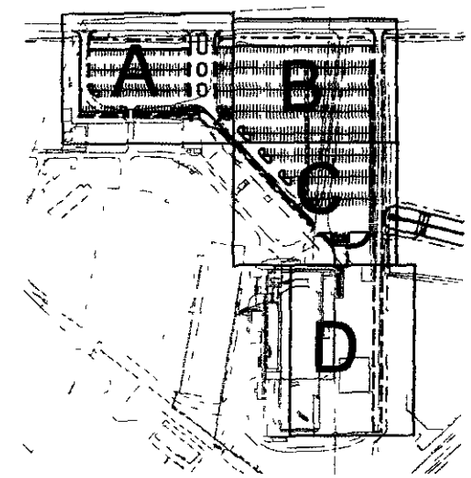
MATCHLINE B - C



MATCHLINE C - D

SCALE
1" = 40'

0 40 80
SCALE IN FEET



NOTES

1. REFER TO TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR SIGNAGE AND PAVEMENT MARKING DETAILS
2. ALL STRIPING IS 4 WHITE UNLESS OTHERWISE NOTED
3. REFER TO SHEET 40 FOR HANDICAP AND PARKING STALL MARKING DETAILS

FL STRIPE - INDICATES RED PAINTED 4 SOLID STRIPE LABELED WITH 3' WHITE LETTERING FIRE LANE-TOW AWAY ZONE" EVERY 50 FEET

FL CURB - INDICATES RED PAINTED CURB LABELED WITH 3" WHITE LETTERING FIRE LANE-TOW AWAY ZONE' EVERY 50 FEET

3 WHITE LETTERING SHALL BE INCIDENTAL TO FL STRIPE AND FL CURB

3/10/11

STATE OF TEXAS
DARRELL L KADERKA
79298
REGISTERED PROFESSIONAL ENGINEER

NO	REVISIONS	DATE	NAME
1	REVISIONS PER CHANGE ORDER NO. 1		
2	REVISIONS PER CHANGE ORDER NO. 3		

GALVESTON COUNTY DEPARTMENT OF PARKS AND SENIOR SERVICES

THE STATE OF TEXAS COUNTY OF GALVESTON

CivilTech Engineering, Inc.
11821 TELGE ROAD
CYPRESS, TEXAS 77429
PH (281)304-0200
FX (281) 304-0210
REGISTRATION NO F-382

JACK BROOKS PARK- PARKING AND DRAINAGE IMPROVEMENTS

DA/CW	SIGNING & STRIPING PLAN	290016.00
DLK	AREA C	
3/10/2011		26 / 53

SCALE
1" = 40'

0 40 80
SCALE IN FEET

MATCHLINE C - D

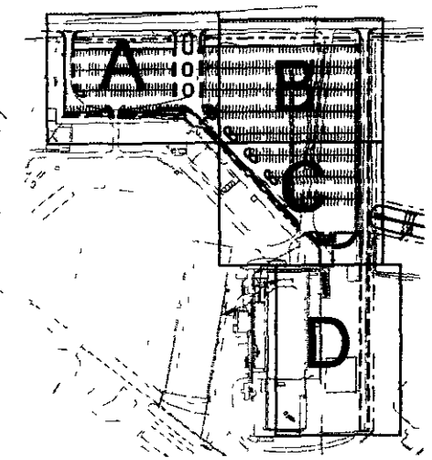
6 TYP

FL STRIPE

24

24

38



NOTES

1 REFER TO TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR SIGNAGE AND PAVEMENT MARKING DETAILS

2 ALL STRIPING IS 4 WHITE UNLESS OTHERWISE NOTED

3 REFER TO SHEET 40 FOR HANDICAP AND PARKING STALL MARKING DETAILS

FL STRIPE - INDICATES RED PAINTED 4' SOLID STRIPE LABELED WITH 3" WHITE LETTERING FIRE LANE-TOW AWAY ZONE" EVERY 50 FEET

FL CURB - INDICATES RED PAINTED CURB LABELED WITH 3 WHITE LETTERING FIRE LANE-TOW AWAY ZONE" EVERY 50 FEET

3 WHITE LETTERING SHALL BE INCIDENTAL TO FL STRIPE AND FL CURB

3/10/11

STATE OF TEXAS
DARRELL L KADERKA
79298
REGISTERED PROFESSIONAL ENGINEER

NO	REVISIONS	DATE	NAME
3	REVISIONS PER CHANGE ORDER NO. 3		

GALVESTON COUNTY DEPARTMENT OF PARKS AND SENIOR SERVICES

THE STATE OF TEXAS COUNTY OF GALVESTON

CivilTech Engineering, Inc.
11821 TELGE ROAD
CYPRESS, TEXAS 77429
PH: (281)304-0200
FX: (281) 304-0210
REGISTRATION NO F-382

PROJECT TITLE: JACK BROOKS PARK- PARKING AND DRAINAGE IMPROVEMENTS		
DRAWN BY: DA/CW	SHEET DESCRIPTION: SIGNING & STRIPING PLAN	JOB NO: 290016.00
DES BY: DLK	AREA D	FILE NAME:
SCALE:		FILE NO:
DATE: 3/10/2011	APPROVED BY:	SHT NO: 27 / 53

3/10/2011
10:37:00 AM
G:\2900\290016\Jack Brooks Park\Drawings\04 MOD.dwg

AGENDA ITEM #20

Robertson, Elizabeth

From: Robertson, Elizabeth
Sent. Wednesday, March 23, 2011 8 02 AM
To: Grady, Patricia, Lewis, Roxann
Cc· Fitzgerald, Mike
Subject: AGENDA

Pat,

Please place the following on the next available agenda

"Consideration of change order no 1 to the Tom-Mac, Inc. contract for the West Gum Bayou Clearing & Grubbing project submitted by the County Engineer"

Elizabeth A. Robertson
Administrative Coordinator for Mike Fitzgerald P E
County Engineer
Galveston County
722 Moody
Galveston TX 77550
409 770 5399
409 770 5557 fax

Galveston County Engineering Department

Change Order No. 1
Contract For West Gum Bayou Clearing and Grubbing

Owner: Galveston County
Contractor: Tom-Mac, Inc
Engineer: Galveston County

Contract Number 1064
Purchase Order Number. C103752
Bid Number. B1111012

Work Being Changed

1 Install 776' of fence @ $6 00 per L F
2
3
4
5
6
7
8
9
10

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME		
Original Contract Price:	$ 68,215 00	Original Contract Time.	60	Days
Net Change From Previous Change Orders.	$ 0 00	Net Change From Previous Change Orders	0	Days
Contract Price Prior To This Change Order	$ 68,215 00	Contract Time Prior To This Change Order	60	Days
Net Increase/Decrease Of This Change Order	+ $ 4,656 00	Net Increase/Decrease Of This Change Order	5	Days
Contract Price With All Approved Change Orders	$ 72,871 00	Contract Time With All Approved Change Orders	65	Days

RECOMMENDED

By: Mike Fitzgerald Date 3-21-2011
G Michael Fitzgerald, P E
Galveston County Engineer

APPROVED:

County Of Galveston

By: Mark Henry Date: 3/29/2011
Mark Henry, County Judge

Attest. Dwight D. Sullivan
Dwight Sullivan, County Clerk

ACCEPTED:

By. Thomas W. McMillan Date. 3-16-11
Contractor (Authorized Signature)

Thomas W. McMillan
Printed Name

AGENDA ITEM #21

DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA HOUSTON, TEXAS 77098 P O BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING EXCELLENCE SINCE 1945

March 23, 2011

Mr. G. Michael Fitzgerald, P.E.
County Engineer
The County of Galveston
722 Moody
Galveston, Texas 77550

Subject: State Highway 87
Galveston County, Texas

Dear Mr. Fitzgerald:

Dannenbaum Engineering Corporation offers our services to assist Galveston County in developing preliminary plans and estimate for the SH 87 project on Bolivar Peninsula.

Our fees for these services would be on a time and material basis not to exceed $2,500 in accordance with our standard fee schedule, attached.

Once Texas Department of Rural Affairs (TDRA), Galveston County, and Texas Department of Transportation (TxDOT) approve the project agreement, Galveston County could then begin final design. Fees for the final design services are beyond this proposal.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

Larry S. Marr

Larry S. Marr, P E.
Project Manager

Enclosure: Rate Schedule

APPROVED:

Mark Henry

MARK HENRY, COUNTY JUDGE

3/29/2011
DATE

ATTEST:

Dwight D. Sullivan

DWIGHT SULLIVAN, COUNTY CLERK

G.\1120\0044-93 SH 87\Admin\Correspondence\Galveston County\SH87AgreementProposal032311.docx

DANNENBAUM ENGINEERING CORPORATION
SCHEDULE OF HOURLY SALARY COST (INCLUDES MARKUP)

JANUARY, 2010

RANGE OF CLASSIFICATION	SALARY COST PER HOUR		
Clerks, Printers, etc	30 00	-	98 00
Secretaries	30 00	-	110 00
Executive Secretary, Administrative Asst , Proposal Asst	95 00	-	130 00
CAD Manager	97 00	-	150 00
System Analyst, Computer Operators	65 00	-	115 00
Computer Technicians I, Draftsmen I	30 00	-	60 00
Computer Technicians II & III, Draftsmen II & III	30 00	-	100 00
Designers, Grade I & II	55 00	-	100 00
Designers, Grade III	70 00	-	140 00
4 Man Survey Crew	160 00	-	230 00
3 Man Survey Crew	130 00	-	185 00
2 Man Survey Crew	95 00	-	130 00
Party Chief	65 00	-	85 00
Instrument Technicians	30 00	-	50 00
Rodmen, Chainmen	30 00	-	50 00
Project Survey Technician	65 00	-	85 00
Survey Coordinator, Project Surveyor	85 00	-	150 00
Director of Survey, Registered Surveyor, Chief of Surveying	145 00	-	195 00
Architect	130 00	-	150 00
GIS Manager	150 00	-	180 00
Inspectors, Project Representatives	65 00	-	115 00
Engineers I & II, Engineering Assistant	65 00	-	115 00
Engineers III, Engineering Associate	80 00	-	130 00
Engineers IV	95 00	-	165 00
Engineers V, Project Manager	130 00	-	215 00
Engineers VI, Project Director	145 00	-	245 00
Engineers VII, Senior Division Manager	240 00	-	325 00
Engineers VIII, Director, Principal, President	290 00	-	410 00

COMPUTER COSTS (NO MARK-UP INCLUDED).

MICROSTATION/AUTOCAD·	$ 10 per Workstation Hour
GPS RTK·	$350 per Day (Survey)

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED).

Xerox	$ 0 05 per Copy (8 ½" x 11")
Xerox Prints	$ 1 00 per Square Foot
Bluelines	$ 0 20 per Square Foot
Sepias	$ 1.50 per Square Foot
Mylars	$ 3 75 per Square Foot
Vellum	$ 2 30 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

Certified _____

AGENDA ITEM #22

THE COUNTY OF GALVESTON

On this the 29th day of March, 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 Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

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

A Resolution Appointing the Director of Community Services to Have Signature Authority Designation under the Texas Department of Family and Protective Services Title IV-E Program

Whereas, in 1981 the **United States Department of Health** began the **Title IV-E Program** to help offset foster care maintenance costs; and

Whereas the **Texas Department of Family and Protective Services (DFPS)** administers the **Title IV-E Program** for the **State of Texas;** and

Whereas, Galveston County contracts with **DFPS** to provide **Title IV-E** services that include clothing, food, daycare, school supplies, legal representation for children and other similar items, and

Whereas, Galveston County annually seeks reimbursement for such legal representation and other services from **DFPS;** and

Whereas, DPFS requires **Galveston County** to grant **Signature Authority Designation** in order that its **Department of Community Services** may contract with **DFPS** to provide **Title IV-E** services

Now, Therefore, Be it Ordered that **Lanny Brown, Director of Community Services** be authorized to execute the attach **Signature Authority Designation Form** on behalf of **Galveston County.**

Upon Motion Duly Made and Seconded, the above Order was unanimously passed this 5th day of April, 2011

County of Galveston

Mark Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk
By: Brandy Chapman **Deputy**
Brandy Chapman

Signature Authority Designation

SECTION B:

The Contractor/Potential Contractor shall either attach a document or letter designating Contractor's/Potential Contractor's signature authority, including the signature authority's name and title, **or** verify that the signature below is the only signature authority designated for contracting with DFPS

☒ Document attached

☒ Signature used below is the **only** signature authority for the Contractor/Potential Contractor

The Contractor/Potential Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS The Contractor/Potential Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority

Lanny Brown
Printed Name

Signature of Authorized Representative

Director of Community Services
Title of Authorized Representative

03/28/2011
Date

Galveston County
Legal Name of Contractor/Potential Contractor

23379438
Contract or Procurement Number

AGENDA ITEM #23

County of Galveston

Lanny Brown
DIRECTOR, COMMUNITY SERVICES

March 22, 2011

The Honorable Mark Henry, County Judge
And the Honorable Commissioner's Court
The Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Gentlemen

Attached is the 2011 Tobacco Settlement Report of the County Health Related Expenses

This year's report shows spending in calendar year 2010 for non-reimbursed healthcare is at $12,613,126 00 This includes a 15% administrative cost adjustment that brings the County's submission to $14,505,094 89 This figure may change slightly in the final submission after review from the County Auditor's office The 2011 submission is up this year significantly because the County changed its qualification criteria for Indigent patients to 100% of the Federal Poverty Level

In 2010 the County submitted $16,153,940 12 shared the receipt of some $92,300,000 available funds I anticipate the funds to be submitted around April 15, 2011

If you have additional questions, feel free to ask

Best Regards,

Lanny Brown

TEXAS
Department of
State Health Services

PRO RATA TOBACCO SETTLEMENT DISTRIBUTION
***COUNTY EXPENDITURE STATEMENT* – 2011**
www dshs state tx us/tobaccosettlement

Name of County: **Galveston**

Provide the **calendar year 2010 unreimbursed health care expenditures** for your county within the categories designated below The Agreement Regarding Disposition of Settlement Proceeds states that these expenditures shall be calculated as follows

> "The total annual unreimbursed health care expenditures for a county not wholly located within a hospital district are defined as all unreimbursed amounts, including unreimbursed jail health care, expended by such county for health care services to the general public during that year plus 15% of the total "

Allowable Expenditure Categories

A	County indigent health care services	$ 4,730,665 38
B	[1]Unreimbursed jail health care	$ 4,051,790 73
C	[2]Additional unreimbursed personal health care services provided to the general public (Use *Category C Expenditure Worksheet* to calculate this amount)	$ 3,830,669 89
D	[3]Other allowable expenditures (This category should **ONLY** be completed if the *Non-Hospital District Public Hospital Expenditure Statement* regarding the sale or lease of a public health care facility applies to you If applicable, insert the total from page 2 of that form in this category)	$ 0 00

Total allowable expenditures:
(Expenditure Categories A+B+C+D) **$ 12,613,126.00**

X 1.15 = **$ 14,505,094.89**
(Amount claimed by county for pro rata distribution in 2011)

Pub No EF29-12280
Revised 10/10

[1]Unreimbursed jail health care expenditures may be calculated using either of the following two methods The total may include unreimbursed health care expenditures for juveniles held under Court commitment at county expense Indirect costs must be excluded from the calculation

(1) determine the total expenditures based on itemized health care expenses for prisoners over the entire year, subtracting any reimbursement received from entities outside your political subdivision to cover health care expenses for individual prisoners, or

(2) determine the total expenditures based on itemized health care expenses for the entire year and apply the following formula

$$\text{Total Prisoner Health Care} \times \frac{\text{Unreimbursed Jail Population}}{\text{Total Jail Population}} = \text{Unreimbursed Health Care Expenses}$$

Attach a worksheet indicating which of the above methods you used to calculate unreimbursed jail health care expenditures, as well as the base numbers for your calculation

---

[2]Expenditures in Category C must be for services such as a hospital district may provide These are typically diagnostic and treatment services for individuals Health care education, outreach, screening, laboratory services, counseling, and case management may be counted Environmental services, such as mosquito control, water testing, and septic tank inspection may not be counted Expenditures for population-based services not involving direct contact with an individual health care recipient, such as restaurant inspection, must also be excluded

Complete the Attachment (page 4 of 4 of this expenditure statement), indicating the base numbers for your calculation of Category C expenditures

---

[3]Note the following additional provision in the tobacco settlement agreement, Section 5 B(4)

> "To the extent not already included, a political subdivision shall be eligible to include expenditures from the political subdivision reserve funds and other expenditures, to the extent they are verifiable, which are attributable to proceeds from the sale or lease of public health care facilities To the extent that proceeds from the **sale or lease of public health care facilities** are represented by contractually obligated health care services for indigent residents of the political subdivision performed by the purchaser or lessee, such services shall be valued as if they had been reimbursed at Medicaid rates "

If the above provision is applicable to your political subdivision, complete and attach the ***Non-Hospital District Public Hospital Expenditure Statement*** *indicating the base numbers for your calculation of Category D expenditures*

Pro Rata Tobacco Settlement Distribution
County Expenditure Statement – 2011

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is **March 31, 2011** The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2011

The information submitted on this form is subject to audit by the State of Texas If ineligible expenditures are identified through an audit following payment to a political subdivision, the ineligible amount may be deducted from the subsequent year's payment to that political subdivision

---

This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County Galveston

Name of Certifying Officer The Honorable Mark Henry

Certifying Officer's Title Galveston County Judge
Certifying Officer's Signature/Date Mark Henry

Telephone Number (409)766-2244 Email mark henry@co galveston tx us

---

If you chose to have your completed signed expenditure statement (1) hand delivered or (2) faxed or (3) emailed to DSHS, it must be received no later than 5:00 p.m., March 31, 2011. If you elect to mail (via the U.S. Postal Service) or ship (via a commercial mail service) your completed signed expenditure statement, the postmark must reflect a date no later than midnight, March 31, 2011. STATEMENTS THAT DO NOT INCLUDE A SIGNATURE WILL NOT BE ACCEPTED. Statements are to be addressed to:

Texas Department of State Health Services
Funds Coordination & Management
Attn: Kim Gold, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

You may direct any questions to Ms. Gold at the above address or by telephone, fax, or email as follows:

Telephone Number: 512 458.7111, ext. 6646
Fax: 512.458.7774
Email: kim.gold@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS.

Pub No EF29-12280
Revised 10/10

Category C Expenditure Worksheet

On the appropriate line below, enter the base numbers for your county's additional unreimbursed personal health care services provided to the general public during calendar year 2010 Any unreimbursed expenditures that you made from a trust fund or reserve account for the provision of health care services may also be included below

(1) Health care clinic, laboratory, and case management services	$ 261,774 40
(2) Dental care services	$ 0 00
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature	$ 0 00
(4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature Typical target areas for these efforts include health hazards affecting the general public	$ 0 00
(5) Medical transportation	$ 1,124,455 63
(6) Behavioral or psychiatric health care services	$ 834,795 75
(7) Capital expenditures for health care services	$ 0 00
(8) Overhead costs for a health care facility	$ 93,425 07
(9) Emergency medical services	$ 1,257,342 00
(10) Medical supplies or equipment used for the provision of health care services to the general public	$ 64,338 97
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide These will typically be diagnostic and treatment services Describe	$ 73,375 97
(12) Intergovernmental transfer payment(s)	$ 121,162 10

TOTAL FOR CATEGORY C **$ 3,830,669.89**
(Insert this amount under Category C on page 1)

Pub No EF29-12280
Revised 10/10

	General Fund	Sheriff & Jail	Juvenile Detention	Health District	Social Servic	Child Welfa	MHMR	Total
(A) Health care screening, laboratory, and health care case management services			$9,376 89					$9,376.89
(B) Oral/Dental Health Care Services								$0 00
(C) Outreach and prevention efforts related to tobacco use								$0 00
(D) Other health care ourtreach		$0.00						$0 00
(E) Medical transportation including to and from medical appointments		$978,551 20	$3,673 31			$49,231 12	$93,000 00	$1,124,455.63
(F) Behavioral health care services			$501,795 75				$333,000 00	$834,795 75
(G) Capital expenditures for direct health care services			$0.00	$0 00				$0.00
(H) Overhead costs for a health care facility		$66,027 00	$2,105 00	$25,293 07				$93,425 07
(I) Employee salary and benefits to the extent involving patient care			$0 00	$0 00				$0 00
(J) Emergency Medical Services	$1,257,342 00		$0.00					$1,257,342 00
(K) Medical Supplies or equipment used for the provision of health care services	$0 00		$0 00	$64,338.97				$64,338.97
(L) Other services provided by the county INCLUDING direct care	$876,909 52	$3,856,990 77	$194,799.96	$4,227,315 47	$73,375.97			$9,229,391.69
	$2,134,251.52	**$4,901,568.97**	**$711,750 91**	**$4,316,947.51**	**$73,375 97**	**$49,231.12**	**$426,000.00**	**$12,613,126.00**
Check Sum Review	$ 1,257,342 00	$ 1,044,578 20	$ 711,750 91	**$4,316,947 51**		**$49,231 12**	**$426,000 00**	$ 12,613,126 00
	$ (876,909 52)	$ (3,856,990 77)	$ -	**$0 00**		$0 00	**$0 00**	$ -
	$ -	$ -	$ 194,799 96	**$4,227,315 47**		$0 00	**$0 00**	

AGENDA ITEM #24

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

March 23, 2011

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

Re Bid #B112009, Road Signs and Material

Gentlemen,

On March 15, 2011 bids were opened for Bid #B112009, Road Signs and Material, at which time three (3) bids were received The lowest responsible bid was received from Vulcan Incorporated, dba Vulcan Signs

The Road Administrator and I recommend that you award this bid to Vulcan Incorporated

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

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

Layne Harding
Road Administrator

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

Date: March 17, 2011

To: Rufus Crowder
Purchasing Agent

From: Layne Harding
Road Administrator

Re: **Bid #B112009 - Road Signs & Materials**

In reference to the above bid for road signs, I recommend that this bid be awarded to the low bidder, Vulcan, Inc. (dba Vulcan Signs).

Thank you for your assistance in obtaining this bid

LH/djs

BID RESPONSE TABULATION
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 700362 VULCAN INCORPORATED		Vendor 701399 ROCAL INC		Vendor 713241 ALLIED TUBE & CONDUIT	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	57044	2 3/8" OD GALVANIZED POST CUT IN 11 FOOT LENGTHS	5,000	EA	13 67	68,350 00	0 00	0 00	13 25	66,250 00
0002	28523	SIGN CLAMP FOR 2 3/8" OD POST-SINGLE SID	50	EA	2 70	135 00	0 00	0 00	2 06	103 00
0003	28523	SIGN CLAMP FOR 2 3/8" OD POST - BACK TO BACK	50	EA	5 50	275 00	0 00	0 00	2 25	112 50
0004	34006	5 1/4" MOUNTING BRACKETS FOR EXTRUDEI BLADES TO FIT 2 3/8" OD POST	50	EA	3 85	192 50	0 00	0 00	3 91	195 50
0005	34006	3 5/32" MOUNTING BRACKET FOR FLAT BLAI FIT 2 3/8" OD POST	50	EA	3 75	187 50	0 00	0 00	3 91	195 50
0006	34006	5 1/4" 90 DEGREES CROSSPIECE FOR EXTRUD BLADES	50	EA	3 85	192 50	0 00	0 00	3 80	190 00
0007	34006	5 1/4" 45 DEGREES CROSSPIECE FOR EXTRUD BLADES	50	EA	4 75	237 50	0 00	0 00	3 80	190 00
0008	57005	12X9 090 GAUGE ALODIZED ALUMINUM EXT	50	EA	2 72	136 00	3 59	179 50	0 00	0 00
0009	57005	18X9 090 GAUGE ALODIZED ALUMINUM EXT	50	EA	4 03	201 50	5 78	289 00	0 00	0 00
0010	57005	24X9 090 GAUGE ALODIZED ALUMINUM EXT	50	EA	5 33	266 50	8 15	407 50	0 00	0 00
0011	57005	30X9 090 GAUGE ALODIZED ALUMINUM EXT	50	EA	6 64	332 00	10 82	541 00	0 00	0 00
0012	57005	36X9 090 GAUGE ALODIZED ALUMINUM EXT	50	EA	7 95	397 50	13 70	685 00	0 00	0 00

BID RESPONSE TABULATION
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

BID #. B112009
OPEN: 03/15/2011
10:00 AM

0013	80183	24X24 HIGH INTENSITY STOP SIGNS ON 080 GAUGE OCTAGONS REGULATORY SIGNS WIT HOLES	50	EA	14 67	733 50	20 36	1,018 00	0 00	0 00
0014	80183	24X24 VIP DIAMOND GRADE STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS (WITH HOLES)	50	EA	23 57	1,178 50	28 99	1,449 50	0 00	0 00
0015	80183	30X30 HIGH INTENSITY STOP SIGNS 080 GAU OCTAGONS REGULATORY SIGNS WITH HOLE	50	EA	22 26	1,113 00	31 50	1,575 00	0 00	0 00
0016	80183	30X30 VIP DIAMOND GRADE STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS WIT HOLES	50	EA	36 56	1,828 00	44 98	2,249 00	0 00	0 00
0017	80183	12X6 4-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	2 12	106 00	2 11	105 50	0 00	0 00
0018	80183	12X6 4-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	2 49	124 50	2 50	125 00	0 00	0 00
0019	80183	12X6 3-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	2 12	106 00	2 11	105 50	0 00	0 00
0020	80183	12X6 3-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	2 49	124 50	2 50	125 00	0 00	0 00
0021	80183	18X6 ALL-WAY STOP ENGINEERING GRADE 0 GAUGE REGULATORY SIGNS	50	EA	2 84	142 00	3 16	158 00	0 00	0 00
0022	80183	18X6 ALL-WAY STOP HIGH INTENSITY ON 08 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	3 41	170 50	3 76	188 00	0 00	0 00
0023	80183	30X30X30 YIELD ENGINEERING GRADE 080 G REGULATORY SIGNS WITH HOLES	50	EA	9 99	499 50	11 97	598 50	0 00	0 00
0024	80183	30X30X30 YIELD HIGH INTENSITY ON 080 GA REGULATORY SIGNS WITH HOLES	50	EA	12 24	612 00	14 12	706 00	0 00	0 00
0025	80183	18X24 SPEED LIMIT 10,15,20,25,30,35,40 ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	9 51	475 50	12 48	624 00	0 00	0 00

BID RESPONSE TABULATION
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

0026	80183	18X24 SPEED LIMIT 10,15,20,25,30,35 AND 40 HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	11 49	574 50	14 86	743 00	0 00	0 00
0027	80183	12X18 NO PARKING ANY TIME ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	4 93	246 50	6 32	316 00	0 00	0 00
0028	80183	12X18 NO PARKING ANY TIME HIGH INTENSI 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	6 00	300 00	7 51	375 50	0 00	0 00
0029	80183	12X18 NO PARKING ENGINEERING GRADE 08 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	4 93	246 50	6 32	316 00	0 00	0 00
0030	80183	12X18 NO PARKING HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	6 00	300 00	7 51	375 50	0 00	0 00
0031	80183	18X24 NO DUMPING $200 FINE ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	9 51	475 50	12 48	624 00	0 00	0 00
0032	80183	18X24 NO DUMPING $200 FINE HIGH INTENSI ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	11 49	574 50	14 86	743 00	0 00	0.00
0033	80183	24X18 COUNTY MAINTENANCE BEGINS ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	9 51	475 50	12 48	624 00	0 00	0 00
0034	80183	24X18 COUNTY MAINTENANCE BEGINS HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	11 49	574 50	14 86	743 00	0 00	0 00
0035	80183	24X18 COUNTY MAINTENANCE ENDS ENGINI GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	9 51	475 50	12 48	624 00	0 00	0 00
0036	80183	24X18 COUNTY MAINTENANCE ENDS HIGH INTENSITY 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	11 49	574 50	14 86	743 00	0 00	0 00

BID RESPONSE TABULATION
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

0037	80171	24X24 LEFT TURN ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0038	80171	24X24 LEFT TURN HIGH INTENSITY 080 GAUC WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0039	80171	24X24 RIGHT TURN ENGINEERING GRADE 08(GAUGE WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0040	80171	24X24 RIGHT TURN HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0041	80171	24X24 CURVE LEFT ENGINEERING GRADE ON GAUGE WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0042	80171	24X24 CURVE LEFT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0043	80171	24X24 CURVE RIGHT ENGINEERING GRADE 0 GAUGE WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0044	80171	24X24 CURVE RIGHT HIGH INTENSITY 080 GA WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0045	80171	36X18 DOUBLE ARROW ENGINEERING GRAD GAUGE WARNING SIGNS WITH HOLES	50	EA	14 27	713 50	18 72	936 00	0 00	0 00
0046	80171	36X18 DOUBLE ARROW HIGH INTENSITY ON GAUGE WARNING SIGNSWITH HOLES	50	EA	17 24	862 00	22 29	1,114 50	0 00	0 00
0047	80171	36X18 ARROW LEFT ENGINEERING GRADE 08 GAUGE WARNING SIGNS WITH HOLES	50	EA	14 27	713 50	18 72	936 00	0 00	0 00
0048	80171	36X18 ARROW LEFT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	17 24	862 00	22 29	1,114 50	0 00	0 00
0049	80171	36X18 ARROW RIGHT ENGINEERING GRADE (GAUGE WARNING SIGNS WITH HOLES	50	EA	14 27	713 50	18 72	936 00	0 00	0 00
0050	80171	36X18 ARROW RIGHT HIGH INTENSITY ON 08 GAUGE WARNING SIGNS WITH HOLES	50	EA	17 24	862 00	22 29	1,114 50	0 00	0 00

BID RESPONSE TABULATION
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

0051	80171	24X24 STOP AHEAD ENGINEERING GRADE 08 GAUGE NOTE QUOTING WORD, NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0052	80171	24X24 STOP AHEAD HIGH INTENSITY ON 080 GAUGE NOTE QUOTING WORDS NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0053	80171	24X24 YIELD AHEAD ENGINEERING GRADE 0 GAUGE NOTE QUOTING WORDS, STOP AHEAD WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0054	80171	24X24 YIELD AHEAD HIGH INTENSITY ON 08(GAUGE NOTE QUOTING WORDS NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0055	80171	24X24 SOFT SHOULDER ENGINEERING GRAD GAUGE WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0056	80171	24X24 SOFT SHOULDER HIGH INTENSITY ON GAUGE WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0057	80171	24X24 DEAD END ENGINEERING GRADE 080 (WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0058	80171	24X24 DEAD END HIGH INTENSITY 080 GAUG WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0059	80171	18X24 SCHOOL ZONE 20 MPH ENGINEERING (ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	9 51	475 50	12 48	624 00	0 00	0 00
0060	80171	18X24 SCHOOL ZONE 20 MPH HIGH INTENSIT 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	11 49	574 50	14 86	743 00	0 00	0 00
0061	80171	18X24 SLOW CHILDREN AT PLAY ENGINEERI GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	9 51	475 50	12 48	624 00	0 00	0 00
0062	80171	18X24 SLOW CHILDREN AT PLAY HIGH INTEN ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	11 49	574 50	14 86	743 00	0 00	0 00

BID RESPONSE TABULATION
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN. 03/15/2011
10:00 AM

0063	80171	24X24 SLIPPERY WHEN WET ENGINEERING G 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0064	80171	24X24 SLIPPERY WHEN WET HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0.00
0065	80171	24X24 WATCH FOR HIGH WATER ON ROAD B AND YELLOW ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0066	80171	24X24 WATCH FOR HIGH WATER ON ROAD B AND YELLOW HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0067	80160	24X24 ROAD CONSTRUCTION AHEAD ENGINI GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0068	80160	24X24 ROAD CONSTRUCTION AHEAD HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0.00
0069	80160	24X24 DRAINAGE CONSTRUCTION AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	12 68	634 00	16.64	832 00	0 00	0 00
0070	80160	24X24 DRAINAGE CONSTRUCTION AHEAD HI INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0071	80160	24X24 FLAGMAN AHEAD ENGINEERING GRA GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0072	80160	24X24 FLAGMAN AHEAD HIGH INTENSITY 08 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0073	80160	24X24 FRESH OIL ENGINEERING GRADE 080 GAUGE CONSTRUCTION WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0074	80160	24X24 FRESH OIL HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00

BID RESPONSE TABULATION
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

0075	80160	24X24 MOWERS AHEAD ENGINEERING GRAD GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	12.68	634 00	16 64	832 00	0 00	0 00
0076	80160	24X24 MOWERS AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0077	80160	24X18 SHOULDER DROP OFF ENGINEERING G 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	9 51	475 50	12 48	624 00	0 00	0 00
0078	80160	24X18 SHOULDER DROP OFF HIGH INTENSITY GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	11 49	574 50	14 86	743 00	0 00	0 00
0079	80160	36X24 DETOUR RIGHT ARROW ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	19 02	951 00	24 96	1,248 00	0 00	0 00
0080	80160	36X24 DETOUR RIGHT ARROW HIGH INTENSI 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	22 98	1,149 00	29 72	1,486 00	0 00	0 00
0081	80160	36X24 DETOUR LEFT ARROW ENGINEERING (080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	19 02	951 00	24 96	1,248 00	0 00	0 00
0082	80160	36X24 DETOUR LEFT ARROW HIGH INTENSIT 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	22 98	1,149 00	29 72	1,486 00	0 00	0 00
0083	80160	24X24 ROAD CLOSED AHEAD ENGINEERING (080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0084	80160	24X24 ROAD CLOSED AHEAD HIGH INTENSIT GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0085	80160	24X24 ROAD CLOSED ENGINEERING GRADE (GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0086	80160	24X24 ROAD CLOSED HIGH INTENSITY ON 08 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00

BID RESPONSE TABULATION
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

0087	80160	12X18 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	4 93	246 50	6 32	316 00	0 00	0 00
0088	80160	12X18 BLANKS WHITE WITH BLACK TRIM HI INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	6 00	300 00	7 51	375 50	0 00	0 00
0089	80160	18X24 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	9 51	475 50	12 48	624 00	0 00	0 00
0090	80160	18X24 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	11 49	574 50	14 86	743 00	0 00	0 00
0091	80160	24X24 BLANKS ORANGE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0092	80160	24X24 BLANKS ORANGE WITH BLACK TRIM I INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0093	80160	12X36 BLANKS OBJECTS MARKERS ENGINEE GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	9 51	475 50	12 48	624 00	0 00	0 00
0094	80160	12X36 BLANKS OBJECTS MARKERS HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	11 49	574 50	14 86	743 00	0 00	0 00
0095	80171	CAUTION GUARDRAIL DAMAGE ENGINEERI 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0096	80171	CAUTION GUARDRAIL DAMAGE ENGINEERI GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0097	80171	UNEVEN ROAD ENGINEERING GRADE 080 GA WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00

BID RESPONSE TABULATION
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

0098	80171	ENEVEN ROAD HIGH INTENSITY ON 080 GAU WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0099	80171	DEAF CHILD AREA ENGINEERING GRADE 08(GAUGE WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0100	80171	DEAF CHILD AREA HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
0101	80171	RESERVED PARKING HANDICAP SYMBOL ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	5 13	256 50	6 62	331 00	0 00	0 00
0102	80171	RESERVED PARKING HANDICAP SYMBOL HI(INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	6 20	310 00	7 81	390 50	0 00	0 00
0103	80171	LOOSE GRAVEL ENGINEERING GRADE 080 G WARNING SIGNS WITH HOLES	50	EA	12 68	634 00	16 64	832 00	0 00	0 00
0104	80171	LOOSE GRAVEL HIGH INTENSITY ON 080 GAU WARNING SIGNS WITH HOLES	50	EA	15 32	766 00	19 81	990 50	0 00	0 00
				Total of all Items		**129,024 00**		**77,318.50**		**67,236.50**

BID #: B112009
OPEN: 03/15/2011
10:00 AM

BID SHEET

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 129,024.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Connie Ledet
WITNESS

03/11/2011
DATE

VULCAN, INC. (D/B/A VULCAN SIGNS)
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

DAVID B. BEVIACQUA
PRINTED NAME

SALES MANAGER
TITLE

P.O. BOX 1850
CORRESPONDENCE ADDRESS

FOLEY, ALABAMA 36536-1850
CITY, STATE ZIP CODE

63-0513868
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. BOX 1850
REMIT ADDRESS

FOLEY, ALABAMA 36536-1850
CITY, STATE ZIP CODE

800.633.6845
TELEPHONE NUMBER

251.943.1544
FAX NUMBER

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

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	57044	2 3/8" OD GALVANIZED POST CUT IN 11 FOOT LENGTHS	5000	EA	N/A	$ 13.67	$ 68,350.00
0002	28523	SIGN CLAMP FOR 2 3/8" OD POST-SINGLE SIDE NOTE: SOLD IN PACKAGES OF 2.	50	EA		$ 2.70	$ 135.00
0003	28523	SIGN CLAMP FOR 2 3/8" OD POST - BACK TO BACK	50	EA	BB832	$ 5.50	$ 275.00
0004	34006	5 1/4" MOUNTING BRACKETS FOR EXTRUDED BLADES TO FIT 2 3/8" OD POST	50	EA	VS-1 CAP	$ 3.85	$ 192.50
0005	34006	3 5/32" MOUNTING BRACKET FOR FLAT BLADE TO FIT 2 3/8" OD POST	50	EA	VS-2 CAP	$ 3.75	$ 187.50
0006	34006	5 1/4" 90 DEGREES CROSSPIECE FOR EXTRUDED BLADES	50	EA	VS-1 CROSS 90°	$ 3.85	$ 192.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0007	34006	5 1/4" 45 DEGREES CROSSPIECE FOR EXTRUDED BLADES	50	EA	VS-1 CROSS 45°	$ 4.75	$ 237.50
0008	57005	12X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$ 2.72	$ 136.00
0009	57005	18X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$ 4.03	$ 201.50
0010	57005	24X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$ 5.33	$ 266.50
0011	57005	30X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$ 6.64	$ 332.00
0012	57005	36X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$ 7.95	$ 397.50
0013	80183	24X24 HIGH INTENSITY STOP SIGNS ON 080 GAUGE OCTAGONS REGULATORY SIGNS WITH HOLES	50	EA	R1-1	$ 14.67	$ 733.50
0014	80183	24X24 VIP DIAMOND GRADE STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS (WITH HOLES)	50	EA	R1-1	$ 23.57	$ 1,178.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	80183	30X30 HIGH INTENSITY STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS WITH HOLES	50	EA	R1-1	$ 22.26	$ 1,113.00
0016	80183	30X30 VIP DIAMOND GRADE STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS WITH HOLES	50	EA	R1-1	$ 36.56	$ 1,828.00
0017	80183	12X6 4-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R1-3	$ 2.12	$ 106.00
0018	80183	12X6 4-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R1-3	$ 2.49	$ 124.50
0019	80183	12X6 3-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R1-3a	$ 2.12	$ 106.00
0020	80183	12X6 3-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R1-3a	$ 2.49	$ 124.50
0021	80183	18X6 ALL-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS	50	EA	R1-3p	$ 2.84	$ 142.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0022	80183	18X6 ALL-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R1-3P	$ 3.41	$ 170.50
0023	80183	30X30X30 YIELD ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R1-2	$ 9.99	$ 499.50
0024	80183	30X30X30 YIELD HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R1-2	$ 12.24	$ 612.00
0025	80183	18X24 SPEED LIMIT 10,15,20,25,30,35,40 ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R2-1	$ 9.51	$ 475.50
0026	80183	18X24 SPEED LIMIT 10,15,20,25,30,35 AND 40 HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R2-1	$ 11.49	$ 574.50
0027	80183	12X18 NO PARKING ANY TIME ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R7-1	$ 4.93	$ 246.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0028	80183	12X18 NO PARKING ANY TIME HIGH INTENSITY 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R7-1	$ 6.00	$ 300.00
0029	80183	12X18 NO PARKING ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R8-3	$ 4.93	$ 246.50
0030	80183	12X18 NO PARKING HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	R8-3	$ 6.00	$ 300.00
0031	80183	18X24 NO DUMPING $200 FINE ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	CUSTOM	$ 9.51	$ 475.50
0032	80183	18X24 NO DUMPING $200 FINE HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	CUSTOM	$ 11.49	$ 574.50
0033	80183	24X18 COUNTY MAINTENANCE BEGINS ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	CUSTOM	$ 9.51	$ 475.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0034	80183	24X18 COUNTY MAINTENANCE BEGINS HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	CUSTOM	$ 11.49	$ 574.50
0035	80183	24X18 COUNTY MAINTENANCE ENDS ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	CUSTOM	$ 9.51	$ 475.50
0036	80183	24X18 COUNTY MAINTENANCE ENDS HIGH INTENSITY 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	CUSTOM	$ 11.49	$ 574.50
0037	80171	24X24 LEFT TURN ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-1L	$ 12.68	$ 634.00
0038	80171	24X24 LEFT TURN HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-1L	$ 15.32	$ 766.00
0039	80171	24X24 RIGHT TURN ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-1R	$ 12.68	$ 634.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0040	80171	24X24 RIGHT TURN HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-1R	$ 15.32	$ 766.00
0041	80171	24X24 CURVE LEFT ENGINEERING GRADE ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-2L	$ 12.68	$ 634.00
0042	80171	24X24 CURVE LEFT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-2L	$ 15.32	$ 766.00
0043	80171	24X24 CURVE RIGHT ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-2R	$ 12.68	$ 634.00
0044	80171	24X24 CURVE RIGHT HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-2R	$ 15.32	$ 766.00
0045	80171	36X18 DOUBLE ARROW ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-7	$ 14.27	$ 713.50
0046	80171	36X18 DOUBLE ARROW HIGH INTENSITY ON 080 GAUGE WARNING SIGNSWITH HOLES	50	EA	W1-7	$ 17.24	$ 862.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0047	80171	36X18 ARROW LEFT ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-6L	$ 14.27	$ 713.50
0048	80171	36X18 ARROW LEFT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-6L	$ 17.24	$ 862.00
0049	80171	36X18 ARROW RIGHT ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-6R	$ 14.27	$ 713.50
0050	80171	36X18 ARROW RIGHT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W1-6R	$ 17.24	$ 862.00
0051	80171	24X24 STOP AHEAD ENGINEERING GRADE 080 GAUGE NOTE QUOTING WORD, NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA	W3-1a	$ 12.68	$ 634.00
0052	80171	24X24 STOP AHEAD HIGH INTENSITY ON 080 GAUGE NOTE QUOTING WORDS NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA	W3-1a	$ 15.32	$ 766.00
0053	80171	24X24 YIELD AHEAD ENGINEERING GRADE 080 GAUGE NOTE QUOTING WORDS, STOP AHEAD WARNING SIGNS WITH HOLES	50	EA	W3-2a	$ 12.68	$ 634.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0054	80171	24X24 YIELD AHEAD HIGH INTENSITY ON 080 GAUGE NOTE QUOTING WORDS NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA	W3-2a	$ 15.32	$ 766.00
0055	80171	24X24 SOFT SHOULDER ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W8-4	$ 12.68	$ 634.00
0056	80171	24X24 SOFT SHOULDER HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W8-4	$ 15.32	$ 766.00
0057	80171	24X24 DEAD END ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W14-1	$ 12.68	$ 634.00
0058	80171	24X24 DEAD END HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W14-1	$ 15.32	$ 766.00
0059	80171	18X24 SCHOOL ZONE 20 MPH ENGINEERING GRADE ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	CUSTOM	$ 9.51	$ 475.50
0060	80171	18X24 SCHOOL ZONE 20 MPH HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	CUSTOM	$ 11.49	$ 574.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0061	80171	18X24 SLOW CHILDREN AT PLAY ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W41-4b	$ 9.51	$ 475.50
0062	80171	18X24 SLOW CHILDREN AT PLAY HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W41-4b	$ 11.49	$ 574.50
0063	80171	24X24 SLIPPERY WHEN WET ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	CUSTOM	$ 12.68	$ 634.00
0064	80171	24X24 SLIPPERY WHEN WET HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	CUSTOM	$ 15.32	$ 766.00
0065	80171	24X24 WATCH FOR HIGH WATER ON ROAD BLACK AND YELLOW ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	CUSTOM	$ 12.68	$ 634.00
0066	80171	24X24 WATCH FOR HIGH WATER ON ROAD BLACK AND YELLOW HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	CUSTOM	$ 15.32	$ 766.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0067	80160	24X24 ROAD CONSTRUCTION AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W20-1r	$ 12.68	$ 634.00
0068	80160	24X24 ROAD CONSTRUCTION AHEAD HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W20-1r	$ 15.32	$ 766.00
0069	80160	24X24 DRAINAGE CONSTRUCTION AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 12.68	$ 634.00
0070	80160	24X24 DRAINAGE CONSTRUCTION AHEAD HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 15.32	$ 766.00
0071	80160	24X24 FLAGMAN AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 12.68	$ 634.00
0072	80160	24X24 FLAGMAN AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 15.32	$ 766.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0073	80160	24X24 FRESH OIL ENGINEERING GRADE 080 GAUGE CONSTRUCTION WITH HOLES	50	EA	W21-2	$ 12.68	$ 634.00
0074	80160	24X24 FRESH OIL HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W21-2	$ 15.32	$ 766.00
0075	80160	24X24 MOWERS AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W21-8	$ 12.68	$ 634.00
0076	80160	24X24 MOWERS AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W21-8	$ 15.32	$ 766.00
0077	80160	24X18 SHOULDER DROP OFF ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 9.51	$ 475.50
0078	80160	24X18 SHOULDER DROP OFF HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 11.49	$ 574.50
0079	80160	36X24 DETOUR RIGHT ARROW ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 19.02	$ 951.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0080	80160	36X24 DETOUR RIGHT ARROW HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 22.98	$ 1,149.00
0081	80160	36X24 DETOUR LEFT ARROW ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 19.02	$ 951.00
0082	80160	36X24 DETOUR LEFT ARROW HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	CUSTOM	$ 22.98	$ 1,149.00
0083	80160	24X24 ROAD CLOSED AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W20-3r	$ 12.68	$ 634.00
0084	80160	24X24 ROAD CLOSED AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W20-3r	$ 15.32	$ 766.00
0085	80160	24X24 ROAD CLOSED ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W20-3r	$ 12.68	$ 634.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0086	80160	24X24 ROAD CLOSED HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W20-3r	$ 15.32	$ 766.00
0087	80160	12X18 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	R9-B	$ 4.93	$ 246.50
0088	80160	12X18 BLANKS WHITE WITH BLACK TRIM HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	R9-B	$ 6.00	$ 300.00
0089	80160	18X24 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	R9-B	$ 9.51	$ 475.50
0090	80160	18X24 BLANKS WHITE WITH BLACK TRIM X~~ENGINEERING GRADE~~080 GAUGE HIGH INTENSITY CONSTRUCTION SIGNS WITH HOLES	50	EA	R9-B	$ 11.49	$ 574.50
0091	80160	24X24 BLANKS ORANGE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W20-B	$ 12.68	$ 634.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0092	80160	24X24 BLANKS ORANGE WITH BLACK TRIM HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	W20-B	$ 15.32	$ 766.00
0093	80160	12X36 BLANKS OBJECTS MARKERS ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	OM-3	$ 9.51	$ 475.50
0094	80160	12X36 BLANKS OBJECTS MARKERS HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	OM-3	$ 11.49	$ 574.50
0095	80171	CAUTION GUARDRAIL DAMAGE ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	CUSTOM	$ 12.68	$ 634.00
0096	80171	CAUTION GUARDRAIL DAMAGE ~~ENGINEERING GRADE~~ GRADE 080 GAUGE WARNING SIGNS WITH HOLES HIGH INTENSITY	50	EA	CUSTOM	$ 15.32	$ 766.00
0097	80171	UNEVEN ROAD ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	CUSTOM	$ 12.68	$ 634.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0098	80171	ENEVEN ROAD HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	CUSTOM	$ 15.32	$ 766.00
0099	80171	DEAF CHILD AREA ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W41-4d	$ 12.68	$ 634.00
0100	80171	DEAF CHILD AREA HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W41-4d	$ 15.32	$ 766.00
0101	80171	RESERVED PARKING HANDICAP SYMBOL ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	R7-8	$ 5.13	$ 256.50
0102	80171	RESERVED PARKING HANDICAP SYMBOL HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	R7-8	$ 6.20	$ 310.00
0103	80171	LOOSE GRAVEL ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W8-7	$ 12.68	$ 634.00
0104	80171	LOOSE GRAVEL HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	W8-7	$ 15.32	$ 766.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 700362 VULCAN INCORPORATED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
						Extended Price Total of all Item	$ 129,024.00

NOTE: VULCAN SIGNS WILL ACCEPT PAYMENT VIA CREDIT CARD.

BID #: B112009
OPEN: 03/15/2011
10:00 AM

BID SHEET

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 77 318.50

OPTIONS TO RENEV 2 Extensions/1 Year Options

[signature]
WITNESS

3-11-2011
DATE

Rocal, Inc
COMPANY NAME

[signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Robert D Lightle
PRINTED NAME

President
TITLE

3186 CR 550
CORRESPONDENCE ADDRESS

Frankfort, OH 45628
CITY, STATE ZIP CODE

31 0650779
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Same
REMIT ADDRESS

CITY, STATE ZIP CODE

740 998-2122
TELEPHONE NUMBER

740-998-2073
FAX NUMBER

ADDENDUM'S RECEIVED #1 1/11 #2 ____ #3 ____

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	57044	2 3/8" OD GALVANIZED POST CUT IN 11 FOOT LENGTHS	5000	EA	N.B.J	$	$
0002	28523	SIGN CLAMP FOR 2 3/8" OD POST-SINGLE SIDE	50	EA		$	$
0003	28523	SIGN CLAMP FOR 2 3/8" OD POST - BACK TO BACK	50	EA		$	$
0004	34006	5 1/4" MOUNTING BRACKETS FOR EXTRUDED BLADES TO FIT 2 3/8" OD POST	50	EA		$	$
0005	34006	3 5/32" MOUNTING BRACKET FOR FLAT BLADE TO FIT 2 3/8" OD POST	50	EA		$	$
0006	34006	5 1/4" 90 DEGREES CROSSPIECE FOR EXTRUDED BLADES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0007	34006	5 1/4" 45 DEGREES CROSSPIECE FOR EXTRUDED BLADES	50	EA	No Bid	$	$
0008	57005	12X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA	N/A	$ 3.59	$ 179.50
0009	57005	18X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA	We Do not Have a Catalog	$ 5.78	$ 289.00
0010	57005	24X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$ 8.15	$ 407.50
0011	57005	30X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$ 10.82	$ 541.00
0012	57005	36X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$ 13.70	$ 685.00
0013	80183	24X24 HIGH INTENSITY STOP SIGNS ON 080 GAUGE OCTAGONS REGULATORY SIGNS WITH HOLES	50	EA		$ 20.36	$ 1015.00
0014	80183	24X24 VIP DIAMOND GRADE STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS (WITH HOLES)	50	EA		$ 28.99	$ 1449.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	80183	30X30 HIGH INTENSITY STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS WITH HOLES	50	EA	N/A	$ 31.50	$ 1575.00
0016	80183	30X30 VIP DIAMOND GRADE STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS WITH HOLES	50	EA		$ 44.98	$ 2249.00
0017	80183	12X6 4-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 2.11	$ 105.50
0018	80183	12X6 4-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 2.50	$ 125.00
0019	80183	12X6 3-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 2.11	$ 105.50
0020	80183	12X6 3-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 2.50	$ 125.00
0021	80183	18X6 ALL-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS	50	EA		$ 3.16	$ 158.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0022	80183	18X6 ALL-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	[illegible]	$ 3.76	$ 188.00
0023	80183	30X30X30 YIELD ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 11.91	$ 595.50
0024	80183	30X30X30 YIELD HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 14.12	$ 706.00
0025	80183	18X24 SPEED LIMIT 10,15,20,25,30,35,40 ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 12.48	$ 624.00
0026	80183	18X24 SPEED LIMIT 10,15,20,25,30,35 AND 40 HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 14.86	$ 743.00
0027	80183	12X18 NO PARKING ANY TIME ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 6.32	$ 316.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0028	80183	12X18 NO PARKING ANY TIME HIGH INTENSITY 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	N/A	$ 7.51	$ 375.50
0029	80183	12X18 NO PARKING ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 6.32	$ 316.00
0030	80183	12X18 NO PARKING HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 7.51	$ 375.50
0031	80183	18X24 NO DUMPING $200 FINE ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 12.48	$ 624.00
0032	80183	18X24 NO DUMPING $200 FINE HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 14.86	$ 743.00
0033	80183	24X18 COUNTY MAINTENANCE BEGINS ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 12.48	$ 624.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: BI12009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0034	80183	24X18 COUNTY MAINTENANCE BEGINS HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA	N/A	$ 14.86	$ 743.00
0035	80183	24X18 COUNTY MAINTENANCE ENDS ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 12.48	$ 624.00
0036	80183	24X18 COUNTY MAINTENANCE ENDS HIGH INTENSITY 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$ 14.86	$ 743.00
0037	80171	24X24 LEFT TURN ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0038	80171	24X24 LEFT TURN HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0039	80171	24X24 RIGHT TURN ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0040	80171	24X24 RIGHT TURN HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	N/A	$ 19.81	$ 990.50
0041	80171	24X24 CURVE LEFT ENGINEERING GRADE ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0042	80171	24X24 CURVE LEFT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0043	80171	24X24 CURVE RIGHT ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0044	80171	24X24 CURVE RIGHT HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0045	80171	36X18 DOUBLE ARROW ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 18.72	$ 936.00
0046	80171	36X18 DOUBLE ARROW HIGH INTENSITY ON 080 GAUGE WARNING SIGNSWITH HOLES	50	EA		$ 22.29	$ 1114.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: BI12009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0047	80171	36X18 ARROW LEFT ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	NIH	$ 18.72	$ 936.00
0048	80171	36X18 ARROW LEFT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 22.29	$ 1114.50
0049	80171	36X18 ARROW RIGHT ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 18.72	$ 936.00
0050	80171	36X18 ARROW RIGHT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 22.29	$ 1114.50
0051	80171	24X24 STOP AHEAD ENGINEERING GRADE 080 GAUGE NOTE QUOTING WORD, NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0052	80171	24X24 STOP AHEAD HIGH INTENSITY ON 080 GAUGE NOTE QUOTING WORDS NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0053	80171	24X24 YIELD AHEAD ENGINEERING GRADE 080 GAUGE NOTE QUOTING WORDS, STOP AHEAD WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0054	80171	24X24 YIELD AHEAD HIGH INTENSITY ON 080 GAUGE NOTE QUOTING WORDS NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA	N/A	$ 19.81	$ 990.50
0055	80171	24X24 SOFT SHOULDER ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0056	80171	24X24 SOFT SHOULDER HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0057	80171	24X24 DEAD END ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0058	80171	24X24 DEAD END HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0059	80171	18X24 SCHOOL ZONE ~~20 MPH~~ ENGINEERING GRADE ON 080 GAUGE WARNING SIGNS WITH HOLES - Per Add #1	50	EA		$ 12.48	$ 624.00
0060	80171	18X24 SCHOOL ZONE ~~20 MPH~~ HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES - Per Add #1	50	EA		$ 14.86	$ 743.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: BI12009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0061	80171	18X24 SLOW CHILDREN AT PLAY ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	NIA	$ 12.48	$ 624.00
0062	80171	18X24 SLOW CHILDREN AT PLAY HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 14.86	$ 743.00
0063	80171	24X24 SLIPPERY WHEN WET ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0064	80171	24X24 SLIPPERY WHEN WET HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0065	80171	24X24 WATCH FOR HIGH WATER ON ROAD BLACK AND YELLOW ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0066	80171	24X24 WATCH FOR HIGH WATER ON ROAD BLACK AND YELLOW HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0067	80160	24X24 ROAD CONSTRUCTION AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	N/A	$ 16.64	$ 832.00
0068	80160	24X24 ROAD CONSTRUCTION AHEAD HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0069	80160	24X24 DRAINAGE CONSTRUCTION AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0070	80160	24X24 DRAINAGE CONSTRUCTION AHEAD HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0071	80160	24X24 FLAGMAN AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0072	80160	24X24 FLAGMAN AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0073	80160	24X24 FRESH OIL ENGINEERING GRADE 080 GAUGE CONSTRUCTION WITH HOLES	50	EA	N/A	$ 16.64	$ 832.00
0074	80160	24X24 FRESH OIL HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 19.51	$ 975.50
0075	80160	24X24 MOWERS AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0076	80160	24X24 MOWERS AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 19.51	$ 975.50
0077	80160	24X18 SHOULDER DROP OFF ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 12.48	$ 624.00
0078	80160	24X18 SHOULDER DROP OFF HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 14.86	$ 743.00
0079	80160	36X24 DETOUR RIGHT ARROW ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 24.96	$ 1,248.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0080	80160	36X24 DETOUR RIGHT ARROW HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	N/A	$ 29.72	$ 1486.00
0081	80160	36X24 DETOUR LEFT ARROW ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 24.96	$ 1248.00
0082	80160	36X24 DETOUR LEFT ARROW HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 29.72	$ 1486.00
0083	80160	24X24 ROAD CLOSED AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00
0084	80160	24X24 ROAD CLOSED AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0085	80160	24X24 ROAD CLOSED ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0086	80160	24X24 ROAD CLOSED HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	N/A	$ 14.81	$ 990.50
0087	80160	12X18 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 6.32	$ 316.00
0088	80160	12X18 BLANKS WHITE WITH BLACK TRIM HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 7.51	$ 375.50
0089	80160	18X24 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 12.48	$ 624.00
0090	80160	18X24 BLANKS WHITE WITH BLACK TRIM ~~ENGINEERING GRADE~~ Hi-Intensity Tr-Adult 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 14.86	$ 743.00
0091	80160	24X24 BLANKS ORANGE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 16.64	$ 832.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: BT12009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0092	80160	24X24 BLANKS ORANGE WITH BLACK TRIM HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	.017	$ 19.81	$ 990.50
0093	80160	12X36 BLANKS OBJECTS MARKERS ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 12.48	$ 624.00
0094	80160	12X36 BLANKS OBJECTS MARKERS HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$ 14.866	$ 743.00
0095	80171	24x24 - Hold # 1 CAUTION GUARDRAIL DAMAGE ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 10.64	$ 532.00
0096	80171	24x24 Hold # 1 High Intensity CAUTION GUARDRAIL DAMAGE ~~ENGINEERING GRADE~~ GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0097	80171	24x24 Hold # 1 UNEVEN ROAD ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 10.64	$ 532.00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: BI12009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0098	80171	24x24 Add # 1 ENEVEN ROAD HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA	N/A	$ 19.81	$ 990.50
0099	80171	24x24 Add # 1 DEAF CHILD AREA ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 10.64	$ 532.00
0100	80171	24x24 Add # 1 DEAF CHILD AREA HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50
0101	80171	12x18 Add # 1 RESERVED PARKING HANDICAP SYMBOL ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 6.62	$ 331.00
0102	80171	12x18 Add # 1 RESERVED PARKING HANDICAP SYMBOL HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 7.81	$ 390.50
0103	80171	24x24 Add # 1 LOOSE GRAVEL ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 10.64	$ 532.00
0104	80171	24x24 Add # 1 LOOSE GRAVEL HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$ 19.81	$ 990.50

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #: B112009
OPEN: 03/15/2011
10:00 AM

VENDOR ID 701399 ROCAL INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
					Extended Price Total of all Item		$ 77,318.50

BID #. B112009
OPEN 03/15/2011
10 00 AM

BID SHEET

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 67236.10

OPTIONS TO RENEW 2 Extensions/1 Year Options

Karen Lehme
WITNESS

3/9/11
DATE

Allied Tube & Conduit
COMPANY NAME

Aaron Scott
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Aaron Scott
PRINTED NAME

Contract Admnistrator
TITLE

16100 S Lathrop Ave
CORRESPONDENCE ADDRESS

Harvey, IL 60426
CITY, STATE ZIP CODE

36-2425517
TAX IDENTIFICATION NUMBER (TIN/FEIN/SSN)

Dept CH 10415
REMIT ADDRESS

Palatine, IL 60055
CITY, STATE ZIP CODE

800-882-5543
TELEPHONE NUMBER

877 696 2701
FAX NUMBER

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

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10:00 AM

71324;

VENDOR ID Allied Tube & Conduit 36-2425517

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	57044	2 3/8" OD GALVANIZED POST CUT IN 11 FOOT LENGTHS	5000	EA	745609	$ 13 25	$ 66,210 00
0002	28523	SIGN CLAMP FOR 2 3 8" OD POST-SINGLE SIDE	50	EA	238SCA	$ 2 06	$ 103 00
0003	28523	SIGN CLAMP FOR 2 3 8" OD POST - BACK TO BACK	50	EA	238SCB	$ 2 25	$ 112 50
0004	34006	5 1 4" MOUNTING BRACKETS FOR EXTRUDED BLADES TO FIT 2 3 8" OD POST	50	EA	514-E	$ 3.91	$ 195.50
0005	34006	3 5 32" MOUNTING BRACKET FOR FLAT BLADE TO FIT 2 3 8" OD POST	50	EA	514-F	$ 3 91	$ 195.50
0006	34006	5 1/4" 90 DEGREES CROSSPIECE FOR EXTRUDED BLADES	50	EA	514 EC	$ 3.80	$ 190 00

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10.00 AM

VENDOR ID Allied Tube & Conduit 36-2425517

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0007	34006	5 1 4" 45 DEGREES CROSSPIECE FOR EXTRUDED BLADES	50	EA	514-EC45	$ 3.80	$ 190.00
0008	57005	12X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$ [illegible]	$
0009	57005	18X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$	$
0010	57005	24X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$	$
0011	57005	30X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$	$
0012	57005	36X9 090 GAUGE ALODIZED ALUMINUM EXTRUDED	50	EA		$	$
0013	80183	24X24 HIGH INTENSITY STOP SIGNS ON 080 GAUGE OCTAGONS REGULATORY SIGNS WITH HOLES	50	EA		$	$
0014	80183	24X24 VIP DIAMOND GRADE STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS (WITH HOLES)	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10 00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	80183	30X30 HIGH INTENSITY STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS WITH HOLES	50	EA		$	$
0016	80183	30X30 VIP DIAMOND GRADE STOP SIGNS 080 GAUGE OCTAGONS REGULATORY SIGNS WITH HOLES	50	EA		$	$
0017	80183	12X6 4-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0018	80183	12X6 4-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0019	80183	12X6 3-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0020	80183	12X6 3-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0021	80183	18X6 ALL-WAY STOP ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10 00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0022	80183	18X6 ALL-WAY STOP HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0023	80183	30X30X30 YIELD ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0024	80183	30X30X30 YIELD HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0025	80183	18X24 SPEED LIMIT 10 15 20,25,30 35 40 ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0026	80183	18X24 SPEED LIMIT 10 15,20 25,30 35 AND 40 HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0027	80183	12X18 NO PARKING ANY TIME ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10.00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0028	80183	12X18 NO PARKING ANY TIME HIGH INTENSITY 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0029	80183	12X18 NO PARKING ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0030	80183	12X18 NO PARKING HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0031	80183	18X24 NO DUMPING $200 FINE ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0032	80183	18X24 NO DUMPING $200 FINE HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0033	80183	24X18 COUNTY MAINTENANCE BEGINS ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10:00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0034	80183	24X18 COUNTY MAINTENANCE BEGINS HIGH INTENSITY ON 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0035	80183	24X18 COUNTY MAINTENANCE ENDS ENGINEERING GRADE 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0036	80183	24X18 COUNTY MAINTENANCE ENDS HIGH INTENSITY 080 GAUGE REGULATORY SIGNS WITH HOLES	50	EA		$	$
0037	80171	24X24 LEFT TURN ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0038	80171	24X24 LEFT TURN HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0039	80171	24X24 RIGHT TURN ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10.00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0040	80171	24X24 RIGHT TURN HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0041	80171	24X24 CURVE LEFT ENGINEERING GRADE ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0042	80171	24X24 CURVE LEFT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0043	80171	24X24 CURVE RIGHT ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0044	80171	24X24 CURVE RIGHT HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0045	80171	36X18 DOUBLE ARROW ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0046	80171	36X18 DOUBLE ARROW HIGH INTENSITY ON 080 GAUGE WARNING SIGNSWITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID #. B112009
OPEN 03/15/2011
10 00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0047	80171	36X18 ARROW LEFT ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0048	80171	36X18 ARROW LEFT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0049	80171	36X18 ARROW RIGHT ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0050	80171	36X18 ARROW RIGHT HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0051	80171	24X24 STOP AHEAD ENGINEERING GRADE 080 GAUGE NOTE QUOTING WORD, NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA		$	$
0052	80171	24X24 STOP AHEAD HIGH INTENSITY ON 080 GAUGE NOTE QUOTING WORDS NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA		$	$
0053	80171	24X24 YIELD AHEAD ENGINEERING GRADE 080 GAUGE NOTE QUOTING WORDS STOP AHEAD WARNING SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN. 03/15/2011
10 00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0054	80171	24X24 YIELD AHEAD HIGH INTENSITY ON 080 GAUGE NOTE QUOTING WORDS NOT SYMBOLS WARNING SIGNS WITH HOLES	50	EA		$	$
0055	80171	24X24 SOFT SHOULDER ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0056	80171	24X24 SOFT SHOULDER HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0057	80171	24X24 DEAD END ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0058	80171	24X24 DEAD END HIGH INTENSITY 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0059	80171	18X24 SCHOOL ZONE 20 MPH ENGINEERING GRADE ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0060	80171	18X24 SCHOOL ZONE 20 MPH HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10.00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0061	80171	18X24 SLOW CHILDREN AT PLAY ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0062	80171	18X24 SLOW CHILDREN AT PLAY HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0063	80171	24X24 SLIPPERY WHEN WET ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0064	80171	24X24 SLIPPERY WHEN WET HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0065	80171	24X24 WATCH FOR HIGH WATER ON ROAD BLACK AND YELLOW ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0066	80171	24X24 WATCH FOR HIGH WATER ON ROAD BLACK AND YELLOW HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10 00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0067	80160	24X24 ROAD CONSTRUCTION AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0068	80160	24X24 ROAD CONSTRUCTION AHEAD HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0069	80160	24X24 DRAINAGE CONSTRUCTION AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0070	80160	24X24 DRAINAGE CONSTRUCTION AHEAD HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0071	80160	24X24 FLAGMAN AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0072	80160	24X24 FLAGMAN AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10 00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0073	80160	24X24 FRESH OIL ENGINEERING GRADE 080 GAUGE CONSTRUCTION WITH HOLES	50	EA	_____	$_____	$_____
0074	80160	24X24 FRESH OIL HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0075	80160	24X24 MOWERS AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0076	80160	24X24 MOWERS AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0077	80160	24X18 SHOULDER DROP OFF ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0078	80160	24X18 SHOULDER DROP OFF HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0079	80160	36X24 DETOUR RIGHT ARROW ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10 00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0080	80160	36X24 DETOUR RIGHT ARROW HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0081	80160	36X24 DETOUR LEFT ARROW ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0082	80160	36X24 DETOUR LEFT ARROW HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0083	80160	24X24 ROAD CLOSED AHEAD ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0084	80160	24X24 ROAD CLOSED AHEAD HIGH INTENSITY 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0085	80160	24X24 ROAD CLOSED ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10:00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0086	80160	24X24 ROAD CLOSED HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0087	80160	12X18 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0088	80160	12X18 BLANKS WHITE WITH BLACK TRIM HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0089	80160	18X24 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0090	80160	18X24 BLANKS WHITE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____
0091	80160	24X24 BLANKS ORANGE WITH BLACK TRIM ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA	_____	$_____	$_____

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10 00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0092	80160	24X24 BLANKS ORANGE WITH BLACK TRIM HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0093	80160	12X36 BLANKS OBJECTS MARKERS ENGINEERING GRADE 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0094	80160	12X36 BLANKS OBJECTS MARKERS HIGH INTENSITY ON 080 GAUGE CONSTRUCTION SIGNS WITH HOLES	50	EA		$	$
0095	80171	CAUTION GUARDRAIL DAMAGE ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0096	80171	CAUTION GUARDRAIL DAMAGE ENGINEERING GRADE GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0097	80171	UNEVEN ROAD ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10 00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0098	80171	FNEVEN ROAD HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0099	80171	DEAF CHILD AREA ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0100	80171	DEAF CHILD AREA HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0101	80171	RESERVED PARKING HANDICAP SYMBOL ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0102	80171	RESERVED PARKING HANDICAP SYMBOL HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0103	80171	LOOSE GRAVEL ENGINEERING GRADE 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$
0104	80171	LOOSE GRAVEL HIGH INTENSITY ON 080 GAUGE WARNING SIGNS WITH HOLES	50	EA		$	$

LINE ITEM DETAIL

ROAD SIGNS AND MATERIAL

GALVESTON COUNTY, TEXAS

BID # B112009
OPEN 03/15/2011
10.00 AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
					Extended Price Total of all Iten		$ 67,230.50

BID #: B112009
OPEN: 03/15/2011
10:00 AM

INVITATION TO BID
ROAD SIGNS AND MATERIAL
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of four (4) one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **10:00 AM** on **03/15/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Any proposal received after **10:00 AM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope.

Bid #: B112009
ROAD SIGNS AND MATERIAL

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope
Pricing will be lump sum or as noted on bid sheet

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable
The net price will be delivered to Galveston County, including all freight or shipping charges
The County is tax exempt and no taxes should be included in your proposal

Upon satisfaction of contractual terms (e g , goods delivered in promised condition, services rendered as agreed, etc), vendor is to be paid via Galveston County's normal accounts payable process

Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County

Rufus Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of four (4) one (1) original and three (3) copies*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987
E-mail· rufus crowder@co galveston tx us

An authorized person from the submitting firm must sign all bids This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Invitation to Bid It provides specific information necessary to aid participating firms in formulating a thorough response

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a bid If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

5. **REJECTION OF BIDS**
The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**
It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. **SUBSTITUTES**
It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. **EXCEPTIONS TO BID**
The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

9. **PRICING**
Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your bid

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

10. **PROCUREMENT CARD**
The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal

11. **TAX EXEMPTION**
Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http //www window state tx us/

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract

18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

22. NO COMMITMENT BY COUNTY OF GALVESTON

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

23. SINGLE BID RESPONSE

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

A Failure to use the bid form furnished by the County, if applicable
B Lack of signature by an authorized representative that can legally bind the company on the bid form
C. Failure to properly complete the bid
D Bids that do not meet the mandatory requirements
E Evidence of collusion among bidders

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids Such revisions and amendments, if any, shall be announced by amendments to the solicitation Copies of such amendments shall be furnished to all prospective contractors Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids

26. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received Violations of this provision may result in the rejection of a bid

27. PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent The decision of the Court will be final The Court need not consider protests unless this procedure is followed

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids

29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS
B For damages arising out of bodily injury to or death of two or more persons in any one accident –
THREE HUNDRED THOUSAND AND NO/100 ($300,000 00) DOLLARS
C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston tx us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http //www ethics state tx us/whatsnew/conflict_forms htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set fourth in this contract has no force or effect Any subsequent modification to this contract must be in writing, signed by both parties

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

33. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

34. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy
Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

GENERAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

36. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon. James Yarbrough, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

BID #: B112009
OPEN: 03/15/2011
10:00 AM

SPECIAL PROVISIONS
ROAD SIGNS & MATERIAL
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to supply road signs and materials in accordance to the specifications attached to this invitation to bid All signage and materials must be top of the line grade and quality and be able to withstand use in commercial applications

Galveston County will order varying amounts of signs and materials in estimated quantities as specified on bid sheet The County will pay only for materials ordered upon issuance of a Galveston County Purchase Order number and delivered to a designated location within Galveston County No minimums or maximum quantities are guaranteed.

DELIVERY

Road signs and materials are to be delivered F O B point of destination to the Road and Bridge Department Sign Shop located at 5115 Highway 3, Dickinson, Texas 77539, unless otherwise specified by ordering personnel Signs are to be clearly marked on outside of package as to content and amount (i e STOP signs, 45 signs, Children at Play, 50 signs, etc)

ALL MATERIALS ARE TO BE UNLOADED AND PLACED IN LOCATION SPECIFIED BY ROAD DEPARTMENT PERSONNEL PRESENT AT UNLOADING.

EXCEPTIONS

Any exceptions to bid conditions should be listed on a separate sheet of paper, attached to bid proposal and submitted with bid at the specified date and time of bid opening

State of Texas

County of Galveston

Contract

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

Contract Number: **CM11089**

Invitation to Bid Number: **BID# B112009 – Road Signs & Material**

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

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating **May 9, 2012.**

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

Renewal Options: (if applicable):

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

Contractor: **Vulcan Incorporated, dba Vulcan Signs**

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

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

Payment Bond Required ( ) yes (X)no

Performance Bond Required ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor

Vulcan, Inc.
PO Box 1850
Foley, Alabama 36536

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed on this the effective 10 day of May, 2011

Contractor:

VULCAN SIGNS

By:

DAVID B. BEVIACQUA, SALES MANAGER

Date:

March 29, 2011

Galveston County

By:

Mark A. Henry, County Judge

Date:

March 29, 2011

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #25

THE COUNTY OF GALVESTON

RUFUS G 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

March 23, 2011

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

Re Bid #B092010, Crushed Limestone Material

Gentlemen,

The contract associated with Bid #B092010, Crushed Limestone Material was presented to the Commissioners Court on March 15, 2011for its second and final extension on May 10, 2010 The contracted vendor, Vulcan Materials Company requested a price increase of 10% for Crushed Limestone Material due to the increase of operating costs At the Commissioners request, the vendor was contacted in an effort to decrease the price increase to 5% The vendor has agreed to the 5% increase The updated price increases are as follows

- Job Site Santa Fe Area - $19 76 to $20.75/ton
- Stockpile Santa Fe - $19 76 to $20 75/ton
- Job Site Dickinson Area - $19 02 to $19 97/ton
- Stockpile Dickinson - $19 02 to $19 97/ton
- Job Site San Leon Area - $19 76 to $20 75/ton
- Job Site Port Bolivar Area - $22 50 to $23 63/ton
- Stockpile Port Bolivar - $22 50 to $23 63/ton

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

Vulcan
Materials Company

March 18, 2011

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

Re· Bid # B092010, Crushed Limestone Material

Dear Rufus

Per our conversation we will agree to a five percent increase at this time. Vulcan will continue to do everything possible to control our costs, but even with this diligence costs continue to rise, especially in transportation and related fuel surcharges We will review the above reference contract October 1, 2011 and determine if an increase will be require to cover our operating cost. Prices below reflect the 5% (five) increase

Aggregate price will be·

Item 1 and 2 $20.75
Item 3 and 4. $19 97
Item 5 $20.75
Item 6 and 7 $23 63

We greatly appreciate your business and look forward to supplying you with quality aggregate products in the future.

Sincerely,

Kenny Warr
Area Sales Manager

SOUTHWEST DIVISION VULCAN CONSTRUCTION MATERIALS LP
REEWAY SUITE 300 • STAFFORD, TEXAS 77477 • TELEPHONE 281 276-4900 • FAX 281 276 4999

AGENDA ITEM #26

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

March 23, 2011

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

Re: Mid County Annex
RFP #B111029 Paving
RFP #B111030 Waterproofing and Damproofing
RFP #B111032 Fencing
RFP #B111033 Security Access

Gentlemen,

On, February 24, 2011, proposals were opened in my office for the aforementioned construction projects for the Mid- County Annex Building

After review of the submittals by the assigned Evaluation Committee, it is recommended that consideration for award be given to the lowest, most responsible companies listed below

Proposal #	Description	Awarded Vendor	Amount
RFP #B111029	Paving	R W Lucas Construction	$313,950 00
RFP #B111030	Waterproofing and Damproofing	J W Kelso Company, Inc	$ 88,200 00
RFP #B111032	Fencing	Foster Fence, Inc	$ 40,872 00
RFP #B111033	Security Access	Schneider	$153,657 00

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 . .. .Wednesday, March 23, 2011

Addressed to:

Rufus Crowder . .. .. . Galveston County Purchasing

Project:

Mid County Annex

Proposal Package #18 – Paving . . .. Bid # B111029

Items:

Proposals for Trade contracts were accepted February 24, 2011on the referenced Proposal package Proposals were reviewed and evaluated by O C Unbehagen, Galveston County Construction Manager, Charles Kenworthy, Galveston County Director of Maintenance, Dudley Anderson, Project Architect, and Hugh Patrick Constructors Inc , Project Construction Manager Agent Each proposal was evaluated based upon the published criteria and material submitted by Proposers

This office recommends the Galveston County Purchasing Agent request award of a contract for Paving at the Mid County Annex to RW Lucas Construction in the amount of $313,950 based upon the evaluation above and being the most responsive proposal submitted

Dudley Anderson, County Architect

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

RFP # B111029 - Proposal Package # 18 - Paving

Evaluation Team Member

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $388,500 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier or team members personnel	Probability of satisfactory future maintenance repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	**Total Score** Dudley Anderson
Lowest Base proposal and/or alternates						$313,950										
Proposer																
RW Lucas Construction					Cost	$313,950										
					Grading Score	50 00	4	4	4	4	8	4	4	5	5	90
AAA Asphalt					Rating	$584 091										
					Grading Score	26 30	4 5	4 5	4 5	4 5	8	5	4 5	5	5	71 8
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
If above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

JD Anderson
3/21/2011

RFP # B111029 - Proposal Package # 18 - Paving

Evaluation Team Member

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $388,500 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor supplier or team members personnel	Probability of satisfactory future maintenance repair & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims litigation or arbitration with any Owner in the last 5 years	**Total Score**
Lowest Base proposal and/or alternates																
Proposer																
Tripple A Aspaalt	✓	✓			Cost	$584,091 11										
					Grading Score	26 30	4 00	4 00	4 00	4 00	5 00	4 00	4 00	4 00	4 00	72
R W Lucas	✓	✓			Rating	$313,950 00										
					Grading Score	50 00	4 00	2 00	4 00	4 00	5 00	4 00	4 00	4 00	4 00	85
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

Michael Wood
3/4/11

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
If above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

RFP # B111029 - Proposal Package #18 - Paving

Evaluation Team

Grading	Proposal Bond	Addenda 1				50	5	5	5	5	10	5	5	5	5	100
Budget $388,500 00						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor supplier or team members personnel	Probability of satisfactory future maintenance, repair & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation or arbitration with any Owner in the last 5 years	**Total Score**
Lowest Base proposal and/or alternates						$313,950 00										
Proposer																
AAA Asphalt					Cost	$584,091 00										
					Grading Score	26 30	5 00	5 00	5 00	5 00	0 00	0 00	5 00	5 00	0 00	56 3
Lucas					Rating	$313,950 00										
					Grading Score	50 00	5 00	5 00	5 00	5 00	10 00	5 00	5 00	5 00	5 00	100
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

ITEM 26
PAVING

RFP # B111029 - Proposal Package # 18 - Paving

Evaluation Team Member

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $388,500 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims litigation, or arbitration with any Owner in the last 5 years	**Total Score**
Lowest Base proposal and/or alternates																
Proposer																
					Cost	$584,091										
AAA Aspaalt					Grading Score	26 80	4 00	5 00	5 00	5 00	8 00	0 00	3 00	5 00	0 00	61 8
					Rating	$313 950										
R.W Lucas					Grading Score	50 00	4 00	3 00	3 00	4 00	8 00	5 00	4 00	5 00	5 00	91
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

D C Thurbelogen

County Architect

MEMO

Date ... . Wednesday, March 23, 2011

Addressed to:

Rufus Crowder . . . Galveston County Purchasing

Project:

Mid County Annex

Proposal Package #19 – Waterproofing & Damproofing .. . Bid # B111030

Items:

Proposals for Trade contracts were February 24, 2011 accepted on the referenced Proposal package Proposals were reviewed and evaluated by Charles Kenworthy, Galveston County Director of Maintenance, Dudley Anderson, Project Architect, and Hugh Patrick Constructors Inc , Project Construction Manager Agent Each proposal was evaluated based upon the published criteria and material submitted by Proposers.

This office recommends the Galveston County Purchasing Agent request award of a contract for Waterproofing & Damproofing at the Mid County Annex to J W Kelso in the amount of $88,200 based upon the evaluation above and being the most responsive proposal submitted

Dudley Anderson, County Architect

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

RFP# B111030 - Proposal Package # 19 - Waterproofing & Damproofing

Evaluation Team Member

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $63,000 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims litigation or arbitration with any Owner in the last 5 years	**Total Score** Dudley Anderson
Lowest Base proposal and/or alternates						$88,200										
Proposer																
J W Kelso					Cost	$88,200										
					Grading Score	50 00	4 5	4 5	4 5	7	4 5	5	4 5	5	5	96 5
Chamberlin					Rating	$131,853	4 50	4 50	4 50	8 00	4 50	5 00	4 50	5 00	5 00	83 4
					Grading Score	33 40										
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
If above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

JDAnderson 3/21/2011

RFP# B111030 - Proposal Package # 19 - Waterproofing & Damproofing

Evaluation Team Member

Grading	Proposal Bond	Addenda 1				50	5	5	5	5	10	5	5	5	5	100
Budget $63,000 00						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor supplier or team members personnel	Probability of satisfactory future maintenance repair, & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	**Total Score**
Lowest Base proposal and/or alternates						$88,200										
Proposer																
J W Kelso					Cost	$88,200										
					Grading Score	50 00	5 00	5 00	5 00	5 00	10 00	5 00	5 00	5 00	5 00	100
Chamberland					Rating	$131 853										
					Grading Score	33 40	5 00	5 00	5 00	5 00	10 00	0 00	5 00	5 00	0 00	73 4
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect.	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

RFP# B1111030 - Proposal Package # 19 - Waterproofing & Damproofing

Evaluation Team Member

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $63,000 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor supplier, or team members personnel	Probability of satisfactory future maintenance repair, & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims litigation or arbitration with any Owner in the last 5 years	**Total Score**
Lowest Base proposal and/or alternates						$88,200 00										
Proposer																
J.W Kelso	✓	✓			Cost	$88 200 00										
					Grading Score	50 00	4 00	4 00	4 00	4 00	5 00	4 00	4 00	5 00	4 00	88
Chamberlin Houston LLC	✓	✓			Rating	$131,853 00										
					Grading Score	33 40	4 00	4 00	4 00	4 00	5 00	4 00	4 00	5 00	4 00	71 4
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

Michael Wood
3/4/11

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
If above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

County Architect

MEMO

Date .. . .. . Wednesday, March 23, 2011

Addressed to:

Rufus Crowder . ... Galveston County Purchasing

Project:

Mid County Annex

Proposal Package #4 – Fencing ... . Bid # B111032

Items:

Proposals for Trade contracts were accepted February 24, 2011 on the referenced Proposal package. Proposals were reviewed and evaluated by Charles Kenworthy, Galveston County Director of Maintenance, Dudley Anderson, Project Architect, and Hugh Patrick Constructors Inc., Project Construction Manager Agent. Each proposal was evaluated based upon the published criteria and material submitted by Proposers

This office recommends the Galveston County Purchasing Agent request award of a contract for Fencing at the Mid County Annex to Foster Fence in the amount of $40,872 00 based upon the evaluation above and being the most responsive proposal submitted

Dudley Anderson, County Architect

722 Moody 6th Floor **Galveston, Texas 77550** **(409) 770-5330**

RFP # B111032 - Proposal Package # 4 - Fencing

Evaluation Team Member

Grading	Proposal Bond	Addenda 1				50	5	5	5	5	10	5	5	5	5	100
Budget $52 500 00						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor supplier or team members personnel	Probability of satisfactory future maintenance repair & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims litigation or arbitration with any Owner in the last 5 years	**Total Score**
Lowest Base proposal and/or alternates						$38,413										
Proposer																
Cain Fence					Cost	$38,413										
					Grading Score	50 00	5 00	3 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	58
J W Kelso					Rating	$53,397										
					Grading Score	36 00	5 00	5 00	5 00	5 00	10 00	5 00	5 00	5 00	5 00	86
Foster Fence					Cost	$45,043										
					Grading Score	43 00	5 00	5 00	5 00	5 00	5 00	5 00	5 00	5 00	3 00	86
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
If above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

RFP # B111032 - Proposal Package #4 - Fencing

Evaluation Team

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $52,500 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims litigation, or arbitration with any Owner in the last 5 years	**Total Score** Dudley Anderson
Lowest Base proposal and/or alternates																
Proposer																
J W Kelso					Cost	$53 397 00										
					Grading Score	36 00	4 5	4 5	4 5	4 5	9	5	4 5	5	5	82 5
Cain Fence					Rating	$38,413 00										
					Grading Score	50 00	4 5	4	4	4	4	4	4	4	4	74 5
Foster					Cost	$45,043										
					Grading Score	43 00	4 5	3	4 5	4 5	9	4 5		5		84
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
If above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

JD Anderson
3/21/2011

RFP # B111032 - Proposal Package #4 - Fencing

Evaluation Team

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $52,500 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor supplier or team members personnel	Probability of satisfactory future maintenance repair & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims litigation or arbitration with any Owner in the last 5 years	**Total Score**
Lowest Base proposal and/or alternates						$38,413 00										
Proposer																
Cam Fence	✓	✓			Cost	$38,413 00										
					Grading Score	50 00	4 00	0 00	4 00	4 00	5 00	4 00	4 00	0 00	4 00	79
J W Kelso	✓	✓			Rating	$53,397 00										
					Grading Score	36 00	4 00	4 00	4 00	4 00	5 00	4 00	4 00	5 00	4 00	74
Foster Fence	✓	✓			Cost	$45,043 00										
					Grading Score	43 00	4 00	4 00	4 00	4 00	5 00	4 00	4 00	5 00	4 00	81
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

Michael Ward
3/4/11

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect.	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

County Architect

MEMO

Date ... Wednesday, March 23, 2011

Addressed to:

Rufus Crowder. Galveston County Purchasing

Project:

Mid County Annex

Proposal Package· #23 – Security Access Bid # B111033

Items:

Proposals for Trade contracts were February 24, 2011 accepted on the referenced Proposal package Proposals were reviewed and evaluated by O C Unbehagen, Galveston County Construction Manager, Charles Kenworthy, Galveston County Director of Maintenance, Dudley Anderson, Project Architect, and Hugh Patrick Constructions Inc., Project Construction Manager Agent Each proposal was evaluated based upon the published criteria and material submitted by Proposers.

This office recommends the Galveston County Purchasing Agent request award of a contract for Security Access at the Mid County Annex to Schneider in the amount of $153,657 based upon the evaluation above and being the most responsive proposal submitted

Dudley Anderson, County Architect

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

RFP # B111033 - Proposal Package #23 - Security Access

Evaluation Team

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $170,000 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation or arbitration with any Owner in the last 5 years	**Total Score** Dudley Anderson
Lowest Base proposal and/or alternates						$161,340 00										
Proposer																
J W Kelso					Cost	$291,375 00										
					Grading Score	27 70	4 5	4 5	4 5	4 5	9	5	4 5	5	5	74 2
Schneider					Rating	$161,340 00										
					Grading Score	50 00	4 5	4 5	4 5	4 5	9	5	4 5	5	5	96 5
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
If above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

JD Anderson
3/21/2011

RFP # B111033 - Proposal Package # 23 - Security Access

Evaluation Team Member

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $170,000 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor supplier or team members personnel	Probability of satisfactory future maintenance repair & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims litigation or arbitration with any Owner in the last 5 years	**Total Score**
Lowest Base proposal and/or alternates						$161,360										
Proposer																
J W Kelso					Cost	$291,375										
					Grading Score	27 70	5 00	5 00	5 00	5 00	10 00	5 00	5 00	5 00	5 00	77 7
Schneider Elect					Rating	$161 360										
					Grading Score	50 00	5 00	5 00	5 00	5 00	10 00	5 00	5 00	5 00	5 00	100
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will just waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

RFP # B111033 - Proposal package #23 - Security Access

Evaluation Team

Grading						50	5	5	5	5	10	5	5	5	5	100
Budget $170,000 00	Proposal Bond	Addenda 1				Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor supplier or team members personnel	Probability of satisfactory future maintenance repair & service including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims litigation or arbitration with any Owner in the last 5 years	**Total Score**
Lowest Base proposal and/or alternates						$161,340 00										
Proposer																
J W Kelso	✓	✓			Cost	$291,375 00										
					Grading Score	27 70	4 00	4 00	4 00	4 00	5 00	4 00	4 00	5 00	4 00	65 7
Schneider Electric	✓	✓			Rating	$161 340 00										
					Grading Score	50 00	4 00	4 00	4 00	4 00	5 00	4 00	4 00	5 00	4 00	88
					Cost											
					Grading Score											
					Rating											
					Grading Score											
					Cost											
					Grading Score											
					Rating											
					Grading Score											

Michael Ward
3/4/11

The Base Proposal Cost rating is from lowest dollar to highest dollar The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible Therefore the proposal cost proposal will receive 50 points

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 1 awarded 3 points, an EMR of 1 2 awarded 2 points, an EMR of 1 3 awarded 1 point,

No team is perfect.	##	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
If above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Only if we have to	50	Marginally acceptable work and willingly contributes to the team effort
Prefer not	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
This will ust waste time	20	Poor work and causes the rest of the team extra effort to deal with them
please don't submit	0	

County Architect

MEMO

Date . . . . . ~~April 6, 2011~~ APRIL 7, 2011

Addressed to:

.. . . ~~Judge Mark Henry~~ Dwight Sullivan

Project:

Galveston County Mid County Annex

Items:

Trade Contract

J W Kelso – Waterproofing & Damproofing – B111030

RW Lucas - Paving – B111029

Commissioners Court Approval on March 29, 2011.

Submitted here are five copies each of above reference trade contracts for ~~Judge Henry's~~ Dwight's signature

Regards,

O C. Unbehagen

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Number B111029

Mid County Annex

Agreement between Galveston County and Trade Contractor

Agreement for· Mid County Annex

This contract is entered into between Galveston County and the Trade Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Competitive sealed Proposal

Contract No _____

Proposal No B111029_____

Contractor RW Lucas Construction_____

Article I.

The Work

Section 1 01 The Trade Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Trade Contractor are as follows

Provide seal coat for new and existing asphalt paving, all striping, new sub-grade, base and asphalt, concrete wheel stops and paint for new concrete wheel stops Excavate, remove and dispose of existing sub-grade where needed Provide concrete paving Provide waste removal and disposal, PPE, drinking water

Section 1 02 The Trade Contractor shall be held accountable for the following Project related responsibilities furnish all labor and supervision, furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling, do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect, and furnish all necessary information, shop drawings, details, samples, brochures, etc For Owner/Architect approval, as may be required

Article II.

Time of Commencement and Completion

Section 2 01 The Trade Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by the Construction Manager The Trade Contractor agrees to complete portions and the whole of the work by the following anticipated dates

60 days

Section 2 02 The Trade Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Trade Contractor's information at the

jobsite office of the Construction Manager It is the sole responsibility of the Trade Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions

Section 2 03 In the event the Trade Contractor should fail to maintain the Construction Manager's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Trade Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Trade Contractor

Section 2 04 Time is of the essence in this Agreement

Article III.

The Contract Sum

Section 3 01 Galveston County agrees to pay the Trade Contractor for the satisfactory performance of his work the total sum of

Three hundred thirteen thousand nine hundred fifty Dollars and No/100

($ 313,950 00),

payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows

Section 3 02 On the established day of each month, the Trade Contractor shall deliver to the Construction Manager, and Galveston County, a detailed, quadruplicate statement acceptable to the Construction Manager, and if required, supported by receipts, vouchers, etc showing values of all materials delivered and work completed up to the established billing date for which payment is requested Monthly and final payments will be made to the Trade Contractor from Galveston County It is specifically understood and agreed that prior to submission of the first statement, the Trade Contractor will deliver to the Construction Manager, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by the Construction Manager, this schedule of values will be used as a basis for checking the Trade Contractor's monthly statement

Section 3 03 The Trade Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim, provided by the Construction Manager, showing all payments made for labor and materials and on account for all work covered in the previous months request for payment Affidavit and waiver of bond claims may be required to be submitted from Trade Contractors, suppliers, and/or Sub-Trade Contractors (all tier) The Trade Contractor shall be required to execute a general release, provided by the Construction Manager and satisfactory to Owner, prior to receiving final payment

Section 3 04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents

Section 3 05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials

Section 3 06 T he Trade Contractor shall save and keep the Construction Manager, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Trade Contractor's work hereunder I n the e vent any such b and claim is filed by anyone claiming by, through, or under the Trade Contractor, the Trade Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof

Article IV

The Contract Documents

Section 4 01 The contract documents consist of this Agreement and any exhibits attached hereto, Proposal Documents, Proposal Form, General Terms and Conditions, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Construction Manager and agreed upon by the parties

Section 4 02 The Trade Contractor agrees to perform the work under the general direction of the Construction Manager and subject to the final approval of the Architect or other specified representative of Galveston County, in accordance with the contract documents

Section 4 03 The Trade Contractor agrees to be bound to and assume toward the Construction Manager all of the obligations and responsibilities that the Construction Manager, by those documents, assumes toward Galveston County Contract documents are available, at reasonable times, at the office of the Construction Manager for examination by the Trade Contractor

Section 4 04 No extra work shall be performed under this Agreement, except upon receipt of a written order from the Construction Manager or Galveston County

The Specifications and Drawings are enumerated as follows

Project Manual	TBD	Dated 8/12/10
Drawings TBD	Dated 11/15/10	
Addenda TBD	Dated 09/16/2010, 02/15/2011	

Article V.

Insurance and Indemnity

Section 5 01 The Trade Contractor agrees to, at the time of execution of this Agreement, furnish the Construction Manager with certificates of insurance from an insurance company (or other source) acceptable to Galveston County These certificates should certify that the Trade Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement The Trade Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County Compliance by the Trade Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Trade Contractor of its liabilities and obligations

Section 5 02 For ten ($10 00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Trade Contractor agrees to indemnify and hold harmless Galveston County, the Construction Manager, the Architect, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Trade Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Trade Contractor or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph In any and all claims against the Construction Manager, or any of its agents or employees, by any employee of the Trade Contractor, or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5 02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Trade Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts

Section 5 03 The obligations of the Trade Contractor, under paragraph 5 02, shall not extend to the liability of the Architect, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 5 04 The Trade Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Trade Contractor pursuant to paragraph 5 02 above

Article VI.

Performance Bond and Labor and Material Payment Bond

Section 6 01 The Trade Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney The bonds are to be delivered with this executed Agreement

Article VII.

Warranty

Section 7 01 The Trade Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County The Trade Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

Article VIII.

Changes in the Work

Section 8 01 The Trade Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly The Trade Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the Construction Manager written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 8 02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials

Section 8 03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8 01 above, shall be made on the basis of one of the following methods

a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by the Construction Manager and the Trade Contractor, or
b) by unit prices stated in the contract documents, or
c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Trade Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12 (Field overhead will not be considered as part of actual net cost), or
d) by the method provided in subparagraph 8 04

Section 8 04 If none of the above methods set forth in clauses 8 03 (a), 8 03 (b), 8 03 (c) is agreed upon, the Trade Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved The cost of such work shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit In such case, and also under clauses 8 03 (c) and 8 03 (d) above, the Trade Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order Unless otherwise provided in the contract documents, cost shall be limited to the following cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom, workers or workmen's compensation insurance, bond premiums, rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly

attributable to the change Pending final determination of cost, payments, on account shall be made as determined by Galveston County The amount of credit to be allowed by the Trade Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change

Section 8 05 Owner's Audit

a) Owner's duly authorized representative shall have access, at all reasonable times, to all Trade Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Trade Contractor's net cost of change or for any other reasonable purpose Owner's representative shall have the right to reproduce any of the aforesaid documents Trade Contractor shall preserve, and shall cause its Trade Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work.

Section 8 06 For work performed by a Sub-Trade Contractor, the Trade Contractor will be allowed to add 5% only and said Sub-Trade Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Article IX.

Trade Contractor Responsibilities

Section 9 01 The Trade Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and the Construction Manager , or their authorized representatives The Trade Contractor shall, within a 24-hour notice from the Construction Manager, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which the Construction Manager, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents The Trade Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 9 02 The Trade Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby, to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law

Section 9 03 The Trade Contractor shall pay all royalties and license fees He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Construction Manager, and Architect harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Trade Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County

Section 9 04 Should the Trade Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Trade Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Trade Contractor, under this Agreement. In the event of such refusal, neglect, or failure Galveston County

shall also be at liberty to terminate the employment of the Trade Contractor Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore In case of such discontinuance of the employment, the Trade Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Trade Contractor If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to Galveston County The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Trade Contractor

Section 9 05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Trade Contractor In such instance the Trade Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination No payments shall be made for anticipated overhead and profit Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Trade Contractor

Section 9 06 The Trade Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and the Construction Manager's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so

Section 9 07 In the event the Trade Contractor after a 24-hour written notice from Galveston County, the Construction Manager, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Trade Contractor's account without further notice to the Trade Contractor

Section 9 08 The Trade Contractor agrees to notify the Construction Manager's representative on the jobsite of all accidents which may occur to persons or property and shall provide the Construction Manager's representative with a copy of all accident reports on appropriate forms All reports shall be signed by the Trade Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 9 09 The Trade Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees The Trade Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site

Section 9 10 The Trade Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Construction Manager In the event of such a consent, a Sub-Trade Contractor must comply with all the requirements of this Agreement

Section 9 11 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done The Trade Contractor shall be bound by, and shall abide by, all such

adjustments and settlements of jurisdictional disputes, whether or not the Trade Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors The Trade Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 9 12 The Trade Contractor shall submit to the Construction Manager upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc The Trade Contractor shall be required to submit to the Construction Manager a monthly material status report, or more often if required by the Construction Manager, as a prerequisite for the monthly progress payment The Trade Contractor shall notify the Construction Manager immediately upon learning of a change of status of any material, equipment, or supplies

Section 9 13 The Trade Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 9 14 The Trade Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules, as established by the Construction Manager In the event that his force is, in the judgment of the Construction Manager , inadequate to meet the established schedules during the regular working hours, the Trade Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County If for reasons not already stated, the Construction Manager requires and directs the Trade Contractor to work overtime, including Saturdays, Sundays or Holidays, the Trade Contractor will be reimbursed the net premium rate only The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit

Section 9 15 The Trade Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings If required, the Trade Contractor shall substantiate this employment of competent personnel to the Construction Manager's satisfaction before initiating any work

Section 9 16 The Trade Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Trade Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 9 17 If the Trade Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Construction Manager, or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Trade Contractor's control, or by delay authorized by the Owner or Construction Manager, or by any other cause which the Construction Manager determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as the Construction Manager and Owner may determine.

Section 9 18 Right-To-Know each Trade Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed Before using on site any material

listed in the right-to-know substance list, each Trade Contractor will furnish the Construction Manager a copy of the material safety data sheet for that substance

Section 9 19 In the event the Trade Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Trade Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers In that event, the Trade Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination

Article X.

Construction Manager Responsibilities

Section 10 01 The Construction Manager will be the Owner's representative and will administer the trade contract as described in the trade contract documents The Construction Manager will advise and consult with the Owner The Construction Manager will have authority to act on behalf of the Owner to the extent provided in the trade contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 10 02 The Trade Contractor agrees to perform the work under the general direction and coordination of the Construction Manager in accordance with the contract documents Any directive given by the Construction Manager shall be binding on the Trade Contractor

Section 10 03 The Construction Manager, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Trade Contractor, that the Owner is entitled to undertake

Section 10 04 The Construction Manager shall not give instructions or orders directly to employees or workers of the Trade Contractor, except to persons designated as authorized representatives of the Trade Contractor

Article XI.

Equal Opportunity

Section 11 01 During the performance of this Agreement, the Trade Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin The Trade Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin The Trade Contractor will comply with all provisions of Executive Order No 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U S C 4212) and their implementing regulations at 41 CFR Chapter 60

Mid County Annex

Article XII.

Alterations

Section 12 01 The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C is 10% Cost for Administering Changes, 5% Profit

Article XIII.

Complete Agreement

Section 13 01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Trade Contractor There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 13 02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained

Proposal Number B111029

Mid County Annex

This Contract is issued pursuant to award made by Commissioners' Court on **March 29**, 20**11**

EXECUTED this 7 day of April, 2011

COUNTY OF GALVESTON, TEXAS

BY

Mark Henry, County Judge

ATTEST

Dwight Sullivan, County Clerk

CONTRACTOR

R.W. LUCAS CONSTRUCTION LLC

PRES

Signature - Title

RYAN LUCAS

Printed Name

STATUTORY PERFORMANCE BOND
(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105498073	

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, LLC, 551 C Link Road, League City, Texas 77573

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee), as Obligee, in the amount of Three Hundred Thirteen Thousand Nine Hundred Fifty Dollars and No/100

($313,950 00) dollars for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the day of , 20 , to Provide seal coat for new and existing asphalt paving, all striping, new sub-grade, base and asphalt, concrete wheel stops and paint for new concrete wheel stops Excavate, remove and dispose of existing sub-grade where needed Provide concrete paving Provide waste removal and disposal, PPE, drinking water

which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of Mar , 20 11

R W Lucas Construction, LLC
(Principal)

By
RYAN LUCAS, PRES

Travelers Casualty and Surety Company of America

By Kelly J. Brooks
Kelly J Brooks, Attorney-in-Fact

HARTFORD, CONN

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATUTORY PAYMENT BOND
(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105498073	

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, LLC, 551 C Link Road, League City, Texas 77573

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee), as Obligee, in the amount of Three Hundred Thirteen Thousand Nine Hundred Fifty Dollars and No/100

($313,950 00) Dollars for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the day of , 20 , to Provide seal coat for new and existing asphalt paving, all striping, new sub-grade, base and asphalt, concrete wheel stops and paint for new concrete wheel stops Excavate, remove and dispose of existing sub-grade where needed Provide concrete paving Provide waste removal and disposal, PPE, drinking water

which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract , then, this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 21st day of March , 20 11

R W Lucas Construction, LLC
(Principal)

By _____
RYAN LUCAS, PRES

Travelers Casualty and Surety Company of America

By Kelly J. Brooks
Kelly J Brooks, Attorney-in-Fact

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
St. Paul Fire and Marine Insurance Company
St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No 215018

Certificate No 003853376

KNOW ALL MEN BY THESE PRESENTS That St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company and St Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc , is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C A McClure, Kelly J Brooks, Kenneth L Meyer, and Michelle Ulery

of the City of Houston, State of Texas their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of August, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
St Paul Fire and Marine Insurance Company
St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss

By George W Thompson Senior Vice President

On this the 23rd day of August, 2010, before me personally appeared George W Thompson who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he as such being authorized so to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 30th day of June, 2011

Marie C. Tetreault
Marie C Tetreault Notary Public

58440-4-09 Printed in U S A

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President the Treasurer any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kori M Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ___

Kori M Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www travelersbond com Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached

Travelers

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at.

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3000
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at.

Texas Department of Insurance
P.O Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53 202, Property Code, effective September 1, 2001

OP ID: AMBR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hotchkiss Insurance Agency LLC
13105 NW Freeway, Suite 850
Houston, TX 77040-6312
Tye Justice, CIC
713-956-9800
713-956-0331

CONTACT NAME
PHONE (A/C, No, Ext)
FAX (A/C, No)
E-MAIL ADDRESS
PRODUCER CUSTOMER ID #: LUCAS-1

INSURED
RW Lucas Construction LLC
Lucas Construction Company Inc
551 Link Rd #C
League City, TX 77573-5429

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Allied Property & Casualty	42579
INSURER B: Texas Mutual Insurance Co	22945
INSURER C	
INSURER D	
INSURER E	
INSURER F	

COVERAGES — CERTIFICATE NUMBER — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [ ] LOC			ACPGLPO7232694793	07/31/10	07/31/11	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			ACPBAPC7232694793	07/31/10	07/31/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
A	UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $			ACPCAD7232694793	07/31/10	07/31/11	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001182104	07/31/10	07/31/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater Leased/Rented Eqp.			ACPCIMP7232694793 $1,000 DEDUCTIBLE	07/31/10	07/31/11	Any 1 Item Any 1 Occ	400,000 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTGA

County of Galveston
Mid Country Annex
722 Moody Avenue
Galveston, TX 77550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Douglas B. Hotchkiss

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Proposal Number B111030

Mid County Annex

Agreement between Galveston County and Trade Contractor

Agreement for: Mid County Annex

This contract is entered into between Galveston County and the Trade Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Competitive sealed Proposal

Contract No _____

Proposal No B111030_____

Contractor J W Kelso Company, Inc _____

Article I.

The Work

Section 1 01 The Trade Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Trade Contractor are as follows

All waterproofing, exterior joint sealant and permabarrier wall flashing Provide fir e caulking for wall types D, G, H, K which includes fire caulking above new CMU wall Provide waste removal and disposal, PPE, drinking water

Section 1 02 The Trade Contractor shall be held accountable for the following Project related responsibilities furnish all labor and supervision, furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling, do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect, and furnish all necessary information, shop drawings, details, samples, brochures, etc For Owner/Architect approval, as may be required

Mid County Annex

Article II.

Time of Commencement and Completion

Section 2 01 The Trade Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by the Construction Manager The Trade Contractor agrees to complete portions and the whole of the work by the following anticipated dates

60 days

Section 2 02 The Trade Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Trade Contractor's information at the jobsite office of the Construction Manager It is the sole responsibility of the Trade Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions

Section 2 03 In the event the Trade Contractor should fail to maintain the Construction Manager's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Trade Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Trade Contractor

Section 2 04 Time is of the essence in this Agreement

Article III.

The Contract Sum

Section 3 01 Galveston County agrees to pay the Trade Contractor for the satisfactory performance of his work the total sum of

Eighty eight thousand two hundred Dollars and No/100

($ 88,200 00),

payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows

Section 3 02 On the established day of each month, the Trade Contractor shall deliver to the Construction Manager, and Galveston County, a detailed, quadruplicate statement acceptable to the Construction Manager, and if required, supported by receipts, vouchers, etc showing values of all materials delivered and work completed up to the established billing date for which payment is requested Monthly and final payments will be made to the Trade Contractor from Galveston County It is specifically understood and agreed that prior to submission of the first statement, the Trade Contractor will deliver to the Construction Manager, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by the Construction Manager, this schedule of values will be used as a basis for checking the Trade Contractor's monthly statement

Section 3 03 The Trade Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim, provided by the Construction Manager, showing all payments made for labor and materials and on account for all work covered in the previous months request for payment Affidavit and waiver of bond claims may be required to be submitted from Trade Contractors, suppliers, and/or Sub-Trade Contractors (all tier) The Trade Contractor shall be required to execute a general release, provided by the Construction Manager and satisfactory to Owner, prior to receiving final payment

Section 3 04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents

Section 3 05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials

Section 3 06 T he Trade Contractor shall save and keep the Construction Manager, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Trade Contractor's work hereunder. I n the e vent any such b and claim is filed by anyone claiming by, through, or under the Trade Contractor, the Trade Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof

Article IV.

The Contract Documents

Section 4 01 The contract documents consist of this Agreement and any exhibits attached hereto, Proposal Documents, Proposal Form, General Terms and Conditions, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Construction Manager and agreed upon by the parties

Section 4 02 The Trade Contractor agrees to perform the work under the general direction of the Construction Manager and subject to the final approval of the Architect or other specified representative of Galveston County, in accordance with the contract documents

Section 4 03 The Trade Contractor agrees to be bound to and assume toward the Construction Manager all of the obligations and responsibilities that the Construction Manager, by those documents, assumes toward Galveston County Contract documents are available, at reasonable times, at the office of the Construction Manager for examination by the Trade Contractor

Section 4 04 No extra work shall be performed under this Agreement, except upon receipt of a written order from the Construction Manager or Galveston County

The Specifications and Drawings are enumerated as follows

Project Manual TBD . Dated 8/12/10

Drawings TBD . Dated 11/15/10

Proposal Number B111030

Mid County Annex

Addenda TBD . Dated 09/16/2010, 02/15/2011

Article V.

Insurance and Indemnity

Section 5 01 The Trade Contractor agrees to, at the time of execution of this Agreement, furnish the Construction Manager with certificates of insurance from an insurance company (or other source) acceptable to Galveston County These certificates should certify that the Trade Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement The Trade Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County Compliance by the Trade Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Trade Contractor of its liabilities and obligations

Section 5 02 For ten ($10 00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Trade Contractor agrees to indemnify and hold harmless Galveston County, the Construction Manager, the Architect, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Trade Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Trade Contractor or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph In any and all claims against the Construction Manager, or any of its agents or employees, by any employee of the Trade Contractor, or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5 02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Trade Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts

Section 5 03 The obligations of the Trade Contractor, under paragraph 5 02, shall not extend to the liability of the Architect, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 5 04 The Trade Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Trade Contractor pursuant to paragraph 5 02 above

Article VI.

Performance Bond and Labor and Material Payment Bond

Section 6 01 The Trade Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney The bonds are to be delivered with this executed Agreement

Mid County Annex

Article VII.

Warranty

Section 7 01 The Trade Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County The Trade Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

Article VIII.

Changes in the Work

Section 8 01 The Trade Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly The Trade Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the Construction Manager written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 8 02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials

Section 8 03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8 01 above, shall be made on the basis of one of the following methods

a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by the Construction Manager and the Trade Contractor, or

b) by unit prices stated in the contract documents, or

c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Trade Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12 (Field overhead will not be considered as part of actual net cost), or

d) by the method provided in subparagraph 8 04

Section 8 04 If none of the above methods set forth in clauses 8 03 (a), 8 03 (b), 8 03 (c) is agreed upon, the Trade Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved The cost of such work shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit In such case, and also under clauses 8 03 (c) and 8 03 (d) above, the Trade Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order Unless otherwise provided in the contract documents, cost shall be limited to the following cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom, workers or workmen's compensation insurance, bond premiums, rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly

attributable to the change Pending final determination of cost, payments, on account shall be made as determined by Galveston County The amount of credit to be allowed by the Trade Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change

Section 8 05 Owner's Audit

a) Owner's duly authorized representative shall have access, at all reasonable times, to all Trade Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Trade Contractor's net cost of change or for any other reasonable purpose Owner's representative shall have the right to reproduce any of the aforesaid documents Trade Contractor shall preserve, and shall cause its Trade Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work

Section 8 06 For work performed by a Sub-Trade Contractor, the Trade Contractor will be allowed to add 5% only and said Sub-Trade Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Article IX.

Trade Contractor Responsibilities

Section 9 01 The Trade Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and the Construction Manager , or their authorized representatives The Trade Contractor shall, within a 24-hour notice from the Construction Manager, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which the Construction Manager, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents The Trade Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 9 02 The Trade Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby, to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law

Section 9 03 The Trade Contractor shall pay all royalties and license fees He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Construction Manager, and Architect harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Trade Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County

Section 9.04 Should the Trade Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Trade Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Trade Contractor, under this Agreement. In the event of such refusal, neglect, or failure Galveston County

shall also be at liberty to terminate the employment of the Trade Contractor. Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such discontinuance of the employment, the Trade Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Trade Contractor If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to Galveston County. The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Trade Contractor

Section 9 05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Trade Contractor In such instance the Trade Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination No payments shall be made for anticipated overhead and profit Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Trade Contractor

Section 9 06 The Trade Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and the Construction Manager's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so

Section 9 07 In the event the Trade Contractor after a 24-hour written notice from Galveston County, the Construction Manager, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Trade Contractor's account without further notice to the Trade Contractor

Section 9 08 The Trade Contractor agrees to notify the Construction Manager's representative on the jobsite of all accidents which may occur to persons or property and shall provide the Construction Manager's representative with a copy of all accident reports on appropriate forms All reports shall be signed by the Trade Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 9 09 The Trade Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees The Trade Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site

Section 9 10 The Trade Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Construction Manager In the event of such a consent, a Sub-Trade Contractor must comply with all the requirements of this Agreement

Section 9 11 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done The Trade Contractor shall be bound by, and shall abide by, all such

adjustments and settlements of jurisdictional disputes, whether or not the Trade Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors The Trade Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 9 12 The Trade Contractor shall submit to the Construction Manager upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc The Trade Contractor shall be required to submit to the Construction Manager a monthly material status report, or more often if required by the Construction Manager, as a prerequisite for the monthly progress payment The Trade Contractor shall notify the Construction Manager immediately upon learning of a change of status of any material, equipment, or supplies

Section 9 13 The Trade Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 9 14 The Trade Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules, as established by the Construction Manager In the event that his force is, in the judgment of the Construction Manager , inadequate to meet the established schedules during the regular working hours, the Trade Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County If for reasons not already stated, the Construction Manager requires and directs the Trade Contractor to work overtime, including Saturdays, Sundays or Holidays, the Trade Contractor will be reimbursed the net premium rate only The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit

Section 9 15 The Trade Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings If required, the Trade Contractor shall substantiate this employment of competent personnel to the Construction Manager's satisfaction before initiating any work

Section 9 16 The Trade Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Trade Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 9 17 If the Trade Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Construction Manager, or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Trade Contractor's control, or by delay authorized by the Owner or Construction Manager, or by any other cause which the Construction Manager determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as the Construction Manager and Owner may determine

Section 9 18 Right-To-Know each Trade Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed Before using on site any material

listed in the right-to-know substance list, each Trade Contractor will furnish the Construction Manager a copy of the material safety data sheet for that substance

Section 9 19 In the event the Trade Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Trade Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers In that event, the Trade Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination

Article X.

Construction Manager Responsibilities

Section 10.01 The Construction Manager will be the Owner's representative and will administer the trade contract as described in the trade contract documents The Construction Manager will advise and consult with the Owner The Construction Manager will have authority to act on behalf of the Owner to the extent provided in the trade contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 10 02 The Trade Contractor agrees to perform the work under the general direction and coordination of the Construction Manager in accordance with the contract documents Any directive given by the Construction Manager shall be binding on the Trade Contractor

Section 10 03 The Construction Manager, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Trade Contractor, that the Owner is entitled to undertake

Section 10 04 The Construction Manager shall not give instructions or orders directly to employees or workers of the Trade Contractor, except to persons designated as authorized representatives of the Trade Contractor

Article XI.

Equal Opportunity

Section 11 01 During the performance of this Agreement, the Trade Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin The Trade Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin The Trade Contractor will comply with all provisions of Executive Order No 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U S C 4212) and their implementing regulations at 41 CFR Chapter 60

Mid County Annex

Article XII.

Alterations

Section 12 01 The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C is 10% Cost for Administering Changes, 5% Profit

Article XIII.

Complete Agreement

Section 13 01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Trade Contractor There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 13 02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained

Proposal Number B111030

Mid County Annex

This Contract is issued pursuant to award made by Commissioners' Court on **March 29**, 2011

EXECUTED this 7 day of April, 2011

COUNTY OF GALVESTON, TEXAS

BY

Mark Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

CONTRACTOR

J W Kelso Company, Inc

BY

Signature - Title

John W Kelso, President

Printed Name

The F&D Companies

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

HOME OFFICES BALTIMORE MD 21203

PUBLIC WORK
STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED BY THE 73rd LEGISLATURE, 1993

(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS

Bond No PRF 8363949

That, J W. Kelso Company, Inc
(Here insert the name and address or legal title of the Contractor)

P O Box 2110, Galveston, Texas 77553 (hereinafter called the Principal), as Principal, and Fidelity and Deposit Company of Maryland and the Colonial American Casualty and Surety Company
(Here insert the name of the Surety)

a corporation organized and existing under the laws of the State of Maryland, with its principal office in the City of Baltimore, (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County, Texas
(Here insert the name of the Obligee)

(hereinafter called the Obligee), in the amount of Eighty-Eight Thousand Two Hundred and No/100***
(Here insert an amount equal to the total contract price)

Dollars ($ 88,200 00***), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the day of to

Mid County Annex
Proposal No B111030-Damproofing

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislabure, 1993, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 15th day of April, 2011

WITNESS (SEAL)

(SEAL)
(IF INDIVIDUAL OR FIRM)

ATTEST

J W Kelso Company, Inc (SEAL)

(IF CORPORATION)

By (SEAL)
John W Kelso, President Principal

XXXFIDELITY AND DEPOSIT COMPANY OF MARYLAND
XXXCOLONIAL AMERICAN CASUALTY AND SURETY COMPANY

Surety

By (SEAL)
Donna Weinel, Attorney-in-Fact

C60490(TX)—1M 1 94

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G MARTINEZ, Vice President, and GERALD F HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Will E. WATT, II, Al SHOTWELL, G. C. BLYSTONE, Joe C. BLACKSHEAR, JR., Mark SMITH, Betty A. BUSH and Donna WEINEL, all of Texas City, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md, in their own proper persons This power of attorney revokes that issued on behalf of Will E WATT, II, AL SHOTWELL, G C BLYSTONE, Joe C BLACKSHEAR, JR , Mark SMITH, Betty A BUSH, Donna WEINEL, dated December 5, 2005

FOR YOUR ELECTRONIC FILING FOR THE ZURICH NORTH AMERICA

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 25th day of February, A D 2009

ATTEST

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

By

Gerald F Haley *Assistant Secretary* *Theodore G Martinez*

State of Maryland }
City of Baltimore } ss

On this 25th day of February, A D 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G MARTINEZ, Vice President, and GERALD F HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Maria D Adamski *Notary Public*
My Commission Expires July 8, 2011

POA-F 168-8265

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2 The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto "

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2 The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto "

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate, and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994

RESOLVED "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed "

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 15th day of April, 2011

Assistant Secretary

Fidelity and Deposit Company of Maryland

Home Office P O Box 1227, Baltimore, MD 21203-1227

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at.

1-800-252-3439

You may write the Texas Department of Insurance·

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document

The F&D Companies

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

HOME OFFICES BALTIMORE, MD 21203

PUBLIC WORK
STATUTORY PAYMENT BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE
AS AMENDED BY THE 73rd LEGISLATURE, 1993

(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS Bond No PRF 8363949

That, J W Kelso Company, Inc
(Here insert the name and address or legal title of the Contractor)

P O Box 2110, Galveston, Texas 77553 (hereinafter called the Principal), as Principal,

and Fidelity and Deposit Company of Maryland and the Colonial American Casualty and Surety Company
(Here insert the name of the Surety)

a corporation organized and existing under the laws of the State of Maryland, with its principal office in the City of Baltimore, (hereinafter called the Surety), as Surety, are held and firmly bound unto

Galveston County, Texas
(Here insert the name of the Obligee)

(hereinafter called the Obligee),

in the amount of Eighty-Eight Thousand Two Hundred and No/100***
(Here insert an amount equal to the total contract price)

Dollars ($ 88,200 00***),

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

day of

to

Mid County Annex
Proposal No. B111030-Damproofing

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 15th day of April, 2011

WITNESS

(SEAL)

(SEAL)

(IF INDIVIDUAL OR FIRM)

ATTEST

J W Kelso Company, Inc (SEAL)

(IF CORPORATION)

By (SEAL)
John W Kelso, President
Principal

XXX FIDELITY AND DEPOSIT COMPANY OF MARYLAND
XXX COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
Surety

By (SEAL)
Donna Weinel, Attorney-in-Fact

C6050(TX)—1M 1 94

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G MARTINEZ, Vice President, and GERALD F HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Will E. WATT, II, Al SHOTWELL, G. C. BLYSTONE, Joe C. BLACKSHEAR, JR., Mark SMITH, Betty A. BUSH and Donna WEINEL, all of Texas City, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md , in their own proper persons This power of attorney revokes that issued on behalf of Will E WATT, II, AL SHOTWELL, G C BLYSTONE, Joe C BLACKSHEAR, JR , Mark SMITH, Betty A BUSH, Donna WEINEL, dated December 5, 2005

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 25th day of February, A D 2009

ATTEST

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

By.

Gerald F Haley *Assistant Secretary* *Theodore G Martinez*

State of Maryland }
City of Baltimore } ss

On this 25th day of February, A D 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G MARTINEZ, Vice President, and GERALD F HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Maria D Adamski *Notary Public*
My Commission Expires July 8, 2011

POA-F 168-8265

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2 The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto "

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2 The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto "

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate, and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994

RESOLVED "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed "

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 15th day of April, 2011

Assistant Secretary

Fidelity and Deposit Company of Maryland
Home Office P O Box 1227, Baltimore, MD 21203-1227

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at.

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at.

1-800-252-3439

You may write the Texas Department of Insurance·

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway

Texas City TX 77591

CONTACT NAME Patsy Foster CIC
PHONE (A/C, No. Ext) (409) 934-8000 FAX (A/C, No) (409) 935-1883
E-MAIL ADDRESS patsy_foster@rustewing.com
PRODUCER CUSTOMER ID # 00006620

INSURED
J. W. Kelso Co., Inc.
P.O. Box 2110

Galveston TX 77553

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Amerisure Mutual Insurance Co	23396
INSURER B Praetorian Ins Co/Deep South	37257
INSURER C St. Paul Fire & Marine Ins Co	
INSURER D Texas Mutual Insurance Company	22945
INSURER E The Continental Ins Co/MOAC	
INSURER F	

COVERAGES CERTIFICATE NUMBER 2010 STANDARD NEW FORM REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC			CPP1326274120010	7/23/2010	7/23/2011	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PICHU0001148	7/23/2010	7/23/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			QK09102102	7/23/2010	7/23/2011	EACH OCCURRENCE	$ 9,000,000
							AGGREGATE	$ 9,000,000
								$
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		N/A	TSF-0012073902	7/23/2010	7/23/2011	X WC STATU-TORY LIMITS OTH-ER	
							E L EACH ACCIDENT	$ 1,000,000
							E L DISEASE - EA EMPLOYEE	$ 1,000,000
							E L DISEASE - POLICY LIMIT	$ 1,000,000
E	Leased & Rented Equipment			IM 0958039	7/23/2010	7/23/2011	Per Item	$100,000
							Per Occurrence	$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proposal #B111030 Mid County Annex
Blanket Additional Insured included on General Liability, Auto & Umbrella and Blanket Waiver of Subrogation included on General Liability, Auto, Workers Compensation & Umbrella All as required by written contract between the insured and the certificate holder

CERTIFICATE HOLDER

Galveston County
601 Tremont, Suite 100
Galveston, TX 77550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

J Blackshear Jr. CIC/

© 1988-2009 ACORD CORPORATION All rights reserved
The ACORD name and logo are registered marks of ACORD

County Architect

MEMO

Date .. .. May 9, 2011

Addressed to:

. . . . Dwight Sullivan

Project:

Galveston County Mid County Annex

Items:

Trade Contract:

Foster Fence – Fencing – B111032

Schneider Electric – Security Access – B111033

Commissioners Court Approval on March 29, 2011.

Submitted here are five copies each of above reference trade contracts for Dwight's signature

Regards,

O C Unbehagen

722 Moody 6th Floor **Galveston, Texas 77550** **(409) 770-5330**

Mid County Annex

Agreement between Galveston County and Trade Contractor

Agreement for: Mid County Annex

This contract is entered into between Galveston County and the Trade Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Competitive sealed Proposal

Contract No _____

Proposal No B111032_____

Contractor Foster Fence Ltd _____

Article I.

The Work

Section 1 01 The Trade Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Trade Contractor are as follows

Provide access control system, which includes but is not limited to wiring, equipment, software, card readers, access cards, waste removal and disposal, PPE, drinking water

Section 1 02 The Trade Contractor shall be held accountable for the following Project related responsibilities furnish all labor and supervision, furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling, do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect, and furnish all necessary information, shop drawings, details, samples, brochures, etc For Owner/Architect approval, as may be required

Article II.

Time of Commencement and Completion

Section 2 01 The Trade Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by the Construction Manager The Trade Contractor agrees to complete portions and the whole of the work by the following anticipated dates

60 days

Section 2 02 The Trade Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Trade Contractor's information at the jobsite office of the Construction Manager It is the sole responsibility of the Trade Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions

Section 2 03 In the event the Trade Contractor should fail to maintain the Construction Manager's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Trade Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Trade Contractor

Section 2 04 Time is of the essence in this Agreement.

Article III.

The Contract Sum

Section 3 01 Galveston County agrees to pay the Trade Contractor for the satisfactory performance of his work the total sum of

Forty thousand eight hundred and seventy two Dollars and No/100

($ 40,872 00),

payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows

Section 3 02 On the established day of each month, the Trade Contractor shall deliver to the Construction Manager, and Galveston County, a detailed, quadruplicate statement acceptable to the Construction Manager, and if required, supported by receipts, vouchers, etc showing values of all materials delivered and work completed up to the established billing date for which payment is requested Monthly and final payments will be made to the Trade Contractor from Galveston County It is specifically understood and agreed that prior to submission of the first statement, the Trade Contractor will deliver to the Construction Manager, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by the Construction Manager, this schedule of values will be used as a basis for checking the Trade Contractor's monthly statement

Section 3 03 The Trade Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim, provided by the Construction Manager, showing all payments made for labor and materials and on account for all work covered in the previous months request for payment Affidavit and waiver of bond claims may be required to be submitted from Trade Contractors, suppliers, and/or Sub-Trade Contractors (all tier) The Trade Contractor shall be required to execute a general release, provided by the Construction Manager and satisfactory to Owner, prior to receiving final payment

Section 3 04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents

Section 3 05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials

Section 3 06 T he Trade Contractor shall save and keep the Construction Manager, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Trade Contractor's work hereunder. I n the e vent any such b and claim is filed by anyone claiming by, through, or under the Trade Contractor, the Trade Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof

Article IV.

The Contract Documents

Section 4 01 The contract documents consist of this Agreement and any exhibits attached hereto, Proposal Documents, Proposal Form, General Terms and Conditions, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Construction Manager and agreed upon by the parties

Section 4 02 The Trade Contractor agrees to perform the work under the general direction of the Construction Manager and subject to the final approval of the Architect or other specified representative of Galveston County, in accordance with the contract documents

Section 4 03 The Trade Contractor agrees to be bound to and assume toward the Construction Manager all of the obligations and responsibilities that the Construction Manager, by those documents, assumes toward Galveston County Contract documents are available, at reasonable times, at the office of the Construction Manager for examination by the Trade Contractor

Section 4 04 No extra work shall be performed under this Agreement, except upon receipt of a written order from the Construction Manager or Galveston County

The Specifications and Drawings are enumerated as follows

Project Manual	Dated 8/12/10
Drawings	Dated 11/15/10

Mid County Annex

Addenda	Dated 09/16/2010, 02/15/2011

Article V.

Insurance and Indemnity

Section 5 01 The Trade Contractor agrees to, at the time of execution of this Agreement, furnish the Construction Manager with certificates of insurance from an insurance company (or other source) acceptable to Galveston County These certificates should certify that the Trade Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement The Trade Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County Compliance by the Trade Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Trade Contractor of its liabilities and obligations

Section 5 02 For ten ($10 00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Trade Contractor agrees to indemnify and hold harmless Galveston County, the Construction Manager, the Architect, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Trade Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Trade Contractor or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph In any and all claims against the Construction Manager, or any of its agents or employees, by any employee of the Trade Contractor, or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5 02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Trade Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts

Section 5 03 The obligations of the Trade Contractor, under paragraph 5 02, shall not extend to the liability of the Architect, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 5 04 The Trade Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Trade Contractor pursuant to paragraph 5 02 above

Article VI.

Performance Bond and Labor and Material Payment Bond

Section 6 01 The Trade Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney The bonds are to be delivered with this executed Agreement

Article VII.

Warranty

Section 7 01 The Trade Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County The Trade Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

Article VIII.

Changes in the Work

Section 8 01 The Trade Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly The Trade Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the Construction Manager written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 8 02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials

Section 8 03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8 01 above, shall be made on the basis of one of the following methods

a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by the Construction Manager and the Trade Contractor, or
b) by unit prices stated in the contract documents, or
c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Trade Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12 (Field overhead will not be considered as part of actual net cost), or
d) by the method provided in subparagraph 8 04

Section 8 04 If none of the above methods set forth in clauses 8 03 (a), 8 03 (b), 8 03 (c) is agreed upon, the Trade Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved The cost of such work shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit In such case, and also under clauses 8 03 (c) and 8 03 (d) above, the Trade Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order Unless otherwise provided in the contract documents, cost shall be limited to the following cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom, workers or workmen's compensation insurance, bond premiums, rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly

attributable to the change Pending final determination of cost, payments, on account shall be made as determined by Galveston County The amount of credit to be allowed by the Trade Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change

Section 8 05 Owner's Audit

a) Owner's duly authorized representative shall have access, at all reasonable times, to all Trade Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Trade Contractor's net cost of change or for any other reasonable purpose Owner's representative shall have the right to reproduce any of the aforesaid documents Trade Contractor shall preserve, and shall cause its Trade Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work

Section 8 06 For work performed by a Sub-Trade Contractor, the Trade Contractor will be allowed to add 5% only and said Sub-Trade Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Article IX.

Trade Contractor Responsibilities

Section 9 01 The Trade Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and the Construction Manager , or their authorized representatives The Trade Contractor shall, within a 24-hour notice from the Construction Manager, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which the Construction Manager, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents The Trade Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 9 02 The Trade Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby, to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law

Section 9 03 The Trade Contractor shall pay all royalties and license fees He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Construction Manager, and Architect harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Trade Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County

Section 9 04 Should the Trade Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Trade Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Trade Contractor, under this Agreement In the event of such refusal, neglect, or failure Galveston County

shall also be at liberty to terminate the employment of the Trade Contractor Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such discontinuance of the employment, the Trade Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Trade Contractor If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to Galveston County The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Trade Contractor

Section 9 05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Trade Contractor In such instance the Trade Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination No payments shall be made for anticipated overhead and profit Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Trade Contractor

Section 9 06 The Trade Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and the Construction Manager's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so

Section 9 07 In the event the Trade Contractor after a 24-hour written notice from Galveston County, the Construction Manager, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Trade Contractor's account without further notice to the Trade Contractor

Section 9 08 The Trade Contractor agrees to notify the Construction Manager's representative on the jobsite of all accidents which may occur to persons or property and shall provide the Construction Manager's representative with a copy of all accident reports on appropriate forms All reports shall be signed by the Trade Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 9 09 The Trade Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees The Trade Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site

Section 9 10 The Trade Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Construction Manager In the event of such a consent, a Sub-Trade Contractor must comply with all the requirements of this Agreement

Section 9 11 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done The Trade Contractor shall be bound by, and shall abide by, all such

adjustments and settlements of jurisdictional disputes, whether or not the Trade Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors The Trade Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 9 12 The Trade Contractor shall submit to the Construction Manager upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc The Trade Contractor shall be required to submit to the Construction Manager a monthly material status report, or more often if required by the Construction Manager, as a prerequisite for the monthly progress payment The Trade Contractor shall notify the Construction Manager immediately upon learning of a change of status of any material, equipment, or supplies

Section 9 13 The Trade Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 9 14 The Trade Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules, as established by the Construction Manager In the event that his force is, in the judgment of the Construction Manager , inadequate to meet the established schedules during the regular working hours, the Trade Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County If for reasons not already stated, the Construction Manager requires and directs the Trade Contractor to work overtime, including Saturdays, Sundays or Holidays, the Trade Contractor will be reimbursed the net premium rate only The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit

Section 9 15 The Trade Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings If required, the Trade Contractor shall substantiate this employment of competent personnel to the Construction Manager's satisfaction before initiating any work

Section 9 16 The Trade Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Trade Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 9 17 If the Trade Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Construction Manager, or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Trade Contractor's control, or by delay authorized by the Owner or Construction Manager, or by any other cause which the Construction Manager determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as the Construction Manager and Owner may determine

Section 9 18 Right-To-Know each Trade Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed Before using on site any material

listed in the right-to-know substance list, each Trade Contractor will furnish the Construction Manager a copy of the material safety data sheet for that substance

Section 9 19 In the event the Trade Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Trade Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers In that event, the Trade Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination

Article X.

Construction Manager Responsibilities

Section 10 01 The Construction Manager will be the Owner's representative and will administer the trade contract as described in the trade contract documents The Construction Manager will advise and consult with the Owner The Construction Manager will have authority to act on behalf of the Owner to the extent provided in the trade contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 10 02 The Trade Contractor agrees to perform the work under the general direction and coordination of the Construction Manager in accordance with the contract documents Any directive given by the Construction Manager shall be binding on the Trade Contractor

Section 10 03 The Construction Manager, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Trade Contractor, that the Owner is entitled to undertake

Section 10 04 The Construction Manager shall not give instructions or orders directly to employees or workers of the Trade Contractor, except to persons designated as authorized representatives of the Trade Contractor

Article XI.

Equal Opportunity

Section 11 01 During the performance of this Agreement, the Trade Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin The Trade Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin The Trade Contractor will comply with all provisions of Executive Order No 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U S C 4212) and their implementing regulations at 41 CFR Chapter 60

Mid County Annex

Article XII.

Alterations

Section 12 01 The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C is 10% Cost for Administering Changes, 5% Profit

Article XIII.

Complete Agreement

Section 13 01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Trade Contractor There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 13 02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained

Proposal Number B111032

Mid County Annex

This Contract is issued pursuant to award made by Commissioners' Court on Mar. 29, 2011

EXECUTED this 6 day of May, 2011

COUNTY OF GALVESTON, TEXAS

BY

Mark Henry, County Judge

ATTEST

Dwight Sullivan, County Clerk

CONTRACTOR

Foster Fence Ltd

BY

General Manager

Signature - Title

Trent Holloway

Printed Name

SureTec Insurance Company

9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

TEXAS STATUTORY PERFORMANCE BOND

Bond No 5102862

KNOW ALL MEN BY THESE PRESENTS

THAT, Foster Fence, Ltd (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Galveston County (hereinafter called the Obligee), in the amount of Forty Thousand Eighty Hundred and Seventy Two Dollars ($40,872 00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the ____ day of , _____ for Access Control System, wiring, equipment, software, card readers, access cards, waste removal and disposal, PPE, drinking water, which contract is hereinafter referred to as the "Contract "

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void, otherwise to remain in full force and effect,

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 28th day of April, 2011

Principal Foster Fence, Ltd

By _____

Surety **SureTec Insurance Company**

By _____
Stacey L Gasper Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

Rev 1-1-06

POA #. 4221389

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Stacey L Gasper, Judith A Kersh, Amy Nicholas, Heather T Smyrl

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for

Two Million and 00/100 Dollars ($2,000,000 00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises Said appointment shall continue in force until 6/30/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached *(Adopted at a meeting held on 20th of April, 1999)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A D 2010

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss
County of Harris

On this 3rd day of September, A.D 2010 before me personally came John Knox Jr , to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect

Given under my hand and the seal of said Company at Houston, Texas this 28th day of April 2011, A D

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5 00 pm CST

SureTec Insurance Company

9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No 5102862

KNOW ALL MEN BY THESE PRESENTS

THAT, Foster Fence, Ltd (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Galveston County (hereinafter called the Obligee), in the amount of Forty Thousand Eight Hundred and Seventy Two Dollars ($40,872 00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____ , _____ for Access Control System, wiring, equipment, software, card readers, access cards, waste removal and disposal, PPE, drinking water , which contract is hereinafter referred to as the "Contract "

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void, otherwise to remain in full force and effect,

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 28th day of April , 2011

Principal Foster Fence, Ltd

By _____

Surety **SureTec Insurance Company**

By _____
Stacey L Gasper Attorney-In-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

Rev 1-1-06

POA # 4221389

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Stacey L Gasper, Judith A Kersh, Amy Nicholas, Heather T Smyrl

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for

Two Million and 00/100 Dollars ($2,000,000 00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises Said appointment shall continue in force until 6/30/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached *(Adopted at a meeting held on 20th of April, 1999)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A D 2010

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss
County of Harris

On this 3rd day of September, A D 2010 before me personally came John Knox Jr , to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect

Given under my hand and the seal of said Company at Houston, Texas this 26th day of April, 2011, A D

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8 00 am and 5 00 pm CST

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint You may call the Surety's toll free telephone number for information or to make a complaint at 1-866-732-0099 You may also write to the Surety at

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439 You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

PREMIUM OR CLAIM DISPUTES Should you have a dispute concerning your premium or about a claim, you should contact the Surety first If the dispute is not resolved, you may contact the Texas Department of Insurance

---

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war

---

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2011

PRODUCER (281)204-8770 FAX: (281)204-8810
Highpoint Insurance Group LLC
1150 Clear Lake City Blvd
Suite 201
Houston TX 77062

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Foster Fence Ltd
A-Access Control Systems
P O Box 96116
Houston TX 77213-6116

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Allied Property & Casualty	42579
INSURER B Depositors Insurance Company	42587
INSURER C Service Lloyds Insurance Co	43389
INSURER D	
INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual Incl X XCU Incl, Pollution GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC	ACP GLDO 7232757419	6/30/2010	6/30/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	ACP BAPC 7232757419	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
B		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	ACP CAD 7232757419	6/30/2010	6/30/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes describe under SPECIAL PROVISIONS below	SDZB17607-10 USL&H included	6/30/2010	6/30/2011	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B		OTHER Inland Marine	ACP CIMP 7232757419	6/30/2010	6/30/2011	Rented/Leased	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

B111032, Certificate holder is named as Additional Insured on the General Liability and Auto Liability policies if a requirement of a written contract Blanket Waiver of Subrogation is provided in their favor on the General Liability, Auto Liability and Workers Compensation policies if a requirement of a written contract All subject to policy terms and conditions

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE
Brandon Smyrl/STACEY

© 1988-2009 ACORD CORPORATION All rights reserved
The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon

Mid County Annex

Agreement between Galveston County and Trade Contractor

Agreement for: Mid County Annex

This contract is entered into between Galveston County and the Trade Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Competitive sealed Proposal

Contract No _____

Proposal No B111033_____

Contractor Schneider Electric_____

Article I.

The Work

Section 1 01 The Trade Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Trade Contractor are as follows

Provide access control system, which includes but is not limited to wiring, equipment, software, card readers, access cards, waste removal and disposal, PPE, drinking water

Section 1 02 The Trade Contractor shall be held accountable for the following Project related responsibilities furnish all labor and supervision, furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling, do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect, and furnish all necessary information, shop drawings, details, samples, brochures, etc For Owner/Architect approval, as may be required

Mid County Annex

Article II.

Time of Commencement and Completion

Section 2 01 The Trade Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by the Construction Manager The Trade Contractor agrees to complete portions and the whole of the work by the following anticipated dates

60 days

Section 2 02 The Trade Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Trade Contractor's information at the jobsite office of the Construction Manager It is the sole responsibility of the Trade Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions

Section 2 03 In the event the Trade Contractor should fail to maintain the Construction Manager's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Trade Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Trade Contractor

Section 2 04 Time is of the essence in this Agreement

Article III.

The Contract Sum

Section 3 01 Galveston County agrees to pay the Trade Contractor for the satisfactory performance of his work the total sum of

One hundred sixty one thousand three hundred forty Dollars and No/100

($ 161,340 00),

payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows

Section 3 02 On the established day of each month, the Trade Contractor shall deliver to the Construction Manager, and Galveston County, a detailed, quadruplicate statement acceptable to the Construction Manager, and if required, supported by receipts, vouchers, etc showing values of all materials delivered and work completed up to the established billing date for which payment is requested Monthly and final payments will be made to the Trade Contractor from Galveston County It is specifically understood and agreed that prior to submission of the first statement, the Trade Contractor will deliver to the Construction Manager, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by the Construction Manager, this schedule of values will be used as a basis for checking the Trade Contractor's monthly statement

Section 3 03 The Trade Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim, provided by the Construction Manager, showing all payments made for labor and materials and on account for all work covered in the previous months request for payment Affidavit and waiver of bond claims may be required to be submitted from Trade Contractors, suppliers, and/or Sub-Trade Contractors (all tier) The Trade Contractor shall be required to execute a general release, provided by the Construction Manager and satisfactory to Owner, prior to receiving final payment

Section 3 04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents

Section 3 05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials

Section 3 06 T he Trade Contractor shall save and keep the Construction Manager, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Trade Contractor's work hereunder. I n the e vent any such b and claim is filed by anyone claiming by, through, or under the Trade Contractor, the Trade Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof

Article IV.

The Contract Documents

Section 4 01 The contract documents consist of this Agreement and any exhibits attached hereto, Proposal Documents, Proposal Form, General Terms and Conditions, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Construction Manager and agreed upon by the parties

Section 4 02 The Trade Contractor agrees to perform the work under the general direction of the Construction Manager and subject to the final approval of the Architect or other specified representative of Galveston County, in accordance with the contract documents

Section 4 03 The Trade Contractor agrees to be bound to and assume toward the Construction Manager all of the obligations and responsibilities that the Construction Manager, by those documents, assumes toward Galveston County Contract documents are available, at reasonable times, at the office of the Construction Manager for examination by the Trade Contractor

Section 4 04 No extra work shall be performed under this Agreement, except upon receipt of a written order from the Construction Manager or Galveston County

The Specifications and Drawings are enumerated as follows

Project Manual

Drawings

Mid County Annex

Addenda

Article V.

Insurance and Indemnity

Section 5 01 The Trade Contractor agrees to, at the time of execution of this Agreement, furnish the Construction Manager with certificates of insurance from an insurance company (or other source) acceptable to Galveston County These certificates should certify that the Trade Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement The Trade Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County Compliance by the Trade Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Trade Contractor of its liabilities and obligations

Section 5 02 For ten ($10 00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Trade Contractor agrees to indemnify and hold harmless Galveston County, the Construction Manager, the Architect, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Trade Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Trade Contractor or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph In any and all claims against the Construction Manager, or any of its agents or employees, by any employee of the Trade Contractor, or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5 02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Trade Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts

Section 5 03 The obligations of the Trade Contractor, under paragraph 5 02, shall not extend to the liability of the Architect, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 5 04 The Trade Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Trade Contractor pursuant to paragraph 5 02 above

Article VI.

Performance Bond and Labor and Material Payment Bond

Section 6 01 The Trade Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney The bonds are to be delivered with this executed Agreement

Article VII.

Warranty

Section 7 01 The Trade Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County The Trade Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

Article VIII.

Changes in the Work

Section 8 01 The Trade Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly The Trade Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the Construction Manager written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 8 02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials

Section 8 03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8 01 above, shall be made on the basis of one of the following methods

a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by the Construction Manager and the Trade Contractor, or
b) by unit prices stated in the contract documents, or
c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Trade Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12 (Field overhead will not be considered as part of actual net cost), or
d) by the method provided in subparagraph 8 04

Section 8 04 If none of the above methods set forth in clauses 8 03 (a), 8 03 (b), 8 03 (c) is agreed upon, the Trade Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved The cost of such work shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit In such case, and also under clauses 8 03 (c) and 8 03 (d) above, the Trade Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order Unless otherwise provided in the contract documents, cost shall be limited to the following cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom, workers or workmen's compensation insurance, bond premiums, rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly

attributable to the change Pending final determination of cost, payments, on account shall be made as determined by Galveston County The amount of credit to be allowed by the Trade Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change

Section 8 05 Owner's Audit

a) Owner's duly authorized representative shall have access, at all reasonable times, to all Trade Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Trade Contractor's net cost of change or for any other reasonable purpose Owner's representative shall have the right to reproduce any of the aforesaid documents Trade Contractor shall preserve, and shall cause its Trade Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work

Section 8 06 For work performed by a Sub-Trade Contractor, the Trade Contractor will be allowed to add 5% only and said Sub-Trade Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Article IX.

Trade Contractor Responsibilities

Section 9 01 The Trade Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and the Construction Manager , or their authorized representatives The Trade Contractor shall, within a 24-hour notice from the Construction Manager, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which the Construction Manager, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents The Trade Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 9 02 The Trade Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby, to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law

Section 9 03 The Trade Contractor shall pay all royalties and license fees He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Construction Manager, and Architect harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Trade Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County

Section 9 04 Should the Trade Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Trade Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Trade Contractor, under this Agreement In the event of such refusal, neglect, or failure Galveston County

shall also be at liberty to terminate the employment of the Trade Contractor Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore In case of such discontinuance of the employment, the Trade Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Trade Contractor If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to Galveston County The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Trade Contractor

Section 9 05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Trade Contractor In such instance the Trade Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination No payments shall be made for anticipated overhead and profit Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Trade Contractor

Section 9 06 The Trade Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and the Construction Manager's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so

Section 9 07 In the event the Trade Contractor after a 24-hour written notice from Galveston County, the Construction Manager, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Trade Contractor's account without further notice to the Trade Contractor

Section 9 08 The Trade Contractor agrees to notify the Construction Manager's representative on the jobsite of all accidents which may occur to persons or property and shall provide the Construction Manager's representative with a copy of all accident reports on appropriate forms All reports shall be signed by the Trade Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 9 09 The Trade Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees The Trade Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site

Section 9 10 The Trade Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Construction Manager In the event of such a consent, a Sub-Trade Contractor must comply with all the requirements of this Agreement

Section 9 11 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done The Trade Contractor shall be bound by, and shall abide by, all such

adjustments and settlements of jurisdictional disputes, whether or not the Trade Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors The Trade Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 9 12 The Trade Contractor shall submit to the Construction Manager upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc The Trade Contractor shall be required to submit to the Construction Manager a monthly material status report, or more often if required by the Construction Manager, as a prerequisite for the monthly progress payment The Trade Contractor shall notify the Construction Manager immediately upon learning of a change of status of any material, equipment, or supplies

Section 9 13 The Trade Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 9 14 The Trade Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules, as established by the Construction Manager In the event that his force is, in the judgment of the Construction Manager , inadequate to meet the established schedules during the regular working hours, the Trade Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County If for reasons not already stated, the Construction Manager requires and directs the Trade Contractor to work overtime, including Saturdays, Sundays or Holidays, the Trade Contractor will be reimbursed the net premium rate only The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit

Section 9 15 The Trade Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings If required, the Trade Contractor shall substantiate this employment of competent personnel to the Construction Manager's satisfaction before initiating any work

Section 9 16 The Trade Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Trade Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 9 17 If the Trade Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Construction Manager, or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Trade Contractor's control, or by delay authorized by the Owner or Construction Manager, or by any other cause which the Construction Manager determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as the Construction Manager and Owner may determine

Section 9 18 Right-To-Know each Trade Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed Before using on site any material

listed in the right-to-know substance list, each Trade Contractor will furnish the Construction Manager a copy of the material safety data sheet for that substance

Section 9 19 In the event the Trade Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Trade Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers In that event, the Trade Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination

Article X.

Construction Manager Responsibilities

Section 10 01 The Construction Manager will be the Owner's representative and will administer the trade contract as described in the trade contract documents The Construction Manager will advise and consult with the Owner The Construction Manager will have authority to act on behalf of the Owner to the extent provided in the trade contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 10 02 The Trade Contractor agrees to perform the work under the general direction and coordination of the Construction Manager in accordance with the contract documents Any directive given by the Construction Manager shall be binding on the Trade Contractor

Section 10 03 The Construction Manager, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Trade Contractor, that the Owner is entitled to undertake

Section 10 04 The Construction Manager shall not give instructions or orders directly to employees or workers of the Trade Contractor, except to persons designated as authorized representatives of the Trade Contractor

Article XI.

Equal Opportunity

Section 11 01 During the performance of this Agreement, the Trade Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin The Trade Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin The Trade Contractor will comply with all provisions of Executive Order No 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U S C 4212) and their implementing regulations at 41 CFR Chapter 60

Mid County Annex

Article XII.

Alterations

Section 12 01 The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C is 10% Cost for Administering Changes, 5% Profit

Article XIII.

Complete Agreement

Section 13 01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Trade Contractor There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 13 02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained

Proposal Number B111033

Mid County Annex

This Contract is issued pursuant to award made by Commissioners' Court on Mar 29, 2011

EXECUTED this 6 day of May, 2011

COUNTY OF GALVESTON, TEXAS

BY

Mark Henry, County Judge

ATTEST

Dwight Sullivan, County Clerk

CONTRACTOR

Schneider Electric Buildings Americas Inc

BY

Signature - Title

James Hook

Printed Name

Construction Manager

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No **285-037-260**

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address)
Schneider Electric Buildings Americas, Inc.
12121 Wickchester Lane #400A
Houston, TX 77079

SURETY (Name and Principal Place of Business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address)
Galveston County
722 21st Street, 6th Floor
Galveston, TX 77550

CONSTRUCTION CONTRACT
Date **April 18, 2011**
Amount **$161,340.00**
Description (Name and Location)
Access Control system for Mid County Annex – 9300 Emmett F. Lowery, Texas City, TX
Project B111033 HF11H0013

BOND
Date (Not earlier than Construction Contract Date) **April 20, 2011**
Amount **$161,340.00**
Modifications to this Bond ☐ None **X** See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Schneider Electric Buildings Americas, Inc.
Signature
Name and Title

SURETY
Company (Corporate Seal)
Liberty Mutual Insurance Company
Signature
Name and Title **Sandra Nowakowski**
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER
Marsh USA Inc.
500 W. Monroe, 21st Floor
Chicago, IL 60661

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3 1

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default, and

3 2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3 1, and

3 3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions

4 1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract or

4 2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or

4 4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances

1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner, or

2 Deny liability in whole or in part and notify the Owner citing reasons therefor

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner If the Surety proceeds as provided in Subparagraph 4 4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4 1, 4 2, or 4 3, above then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract,

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4, and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein The intent is that this Bond shall be construed as a statutory bond and not as a common law bond

12 DEFINITIONS

12.1 Balance of the Contract Price The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract

12 2 Construction Contract The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto

12.3 Contractor Default Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract

12 4 Owner Default Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof □

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS

Notwithstanding any provision to the contrary contained in this bond or the bonded contract, this bond guarantees only the performance of the installation portion of the contract, and shall not be construed to guarantee the performance of (i) any efficiency or energy savings guarantees, (ii) any support or maintenance service agreement, or (iii) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL		SURETY	
Company	(Corporate Seal)	Company	(Corporate Seal)
Signature		Signature	
Name and Title		Name and Title	
Address		Address	

4285589

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

RALPH E. NOSAL, THEODORE C. SEVIER, JR., C. R. HERNANDEZ, SANDRA NOWAKOWSKI, KATHERINE J. FOREIT, LINH B. BUCHOLTZ, BEATRIZ POLITO, ADRIENNE C. STEVENSON, JOHN K. JOHNSON, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100**********DOLLARS ($ **300,000,000 00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons

That this power is made and executed pursuant to and by authority of the following By-law and Authorization

ARTICLE XIII - Execution of Contracts Section 5 Surety Bonds and Undertakings
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of December, 2010

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of December, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company, that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella Notary Public
Plymouth Twp Montgomery County
My Commission Expires March 28 2013
Member Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20 day of April, 2011

By David M. Carey
David M Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF ILLINOIS
COUNTY OF COOK

I, **KATHERINE J. FOREIT**, a Notary Public in and for said County, do hereby

certify that **Sandra Nowakowski** Attorney-in-Fact, of the

Liberty Mutual Insurance Company	**Massachusetts Corporation**

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of.

Liberty Mutual Insurance Company	**Massachusetts Corporation**

for the uses and purposed therein set forth

Given under my hand and notarial seal at my office in the City of **Chicago** in said County,

this 20 day of April 2011 **A.D.**

Katherine J. Foreit
Notary Public

"OFFICIAL SEAL"
KATHERINE J. FOREIT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/10/2013

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 285-037-260

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address)
Schneider Electric Buildings Americas, Inc.
12121 Wickchester Lane #400
Houston, TX 77079

SURETY (Name and Principal Place of Business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address)
Galveston County
722 21st Street, 6th Floor
Galveston, TX 77550

CONSTRUCTION CONTRACT
Date **April 18, 2011**
Amount **$161,340.00**
Description (Name and Location)
Access Control system for Mid County Annex – 9300 Emmett F. Lowery, Texas City, TX
Project B111033 HF11H0013

BOND
Date (Not earlier than Construction Contract Date) **April 20, 2011**
Amount **$161,340.00**
Modifications to this Bond ☐ None **X** See Page 6

CONTRACTOR AS PRINCIPAL
Company **Schneider Electric** (Corporate Seal)
Buildings Americas, Inc.
Signature
Name and Title

SURETY
Company **Liberty Mutual Insurance** (Corporate Seal)
Company
Signature
Name and Title **Sandra Nowakowski**
Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER
Marsh USA Inc.
500 W. Monroe, 21st Floor
Chicago, IL 60661

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference

2. With respect to the Owner, this obligation shall be null and void if the Contractor

2 1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2 2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due

4 The Surety shall have no obligation to Claimants under this Bond until

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim

4 2 Claimants who do not have a direct contract with the Contractor

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and

2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly, and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions

6 1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed

6 2 Pay or arrange for payment of any undisputed amounts

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4 1 or Clause 4 2 3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made

15. DEFINITIONS

15.1 Claimant An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished,

15.2 Construction Contract The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto

15 3 Owner Default Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof □

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS.

Notwithstanding any provision to the contrary contained in this bond or the bonded contract, this bond guarantees only the performance of the installation portion of the contract, and shall not be construed to guarantee the performance of (i) any efficiency or energy savings guarantees, (ii) any support or maintenance service agreement, or (iii) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the contract.

"Paragraph 6 of this Bond is deleted in its entirety and replaced with the following provisions: "Within a reasonable time (1) after the Claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under the Bond."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL		SURETY	
Company	(Corporate Seal)	Company	(Corporate Seal)
Signature _____		Signature _____	
Name and Title		Name and Title	
Address		Address:	

4285590

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

RALPH E. NOSAL, THEODORE C. SEVIER, JR., C. R. HERNANDEZ, SANDRA NOWAKOWSKI, KATHERINE J. FOREIT, LINH B. BUCHOLTZ, BEATRIZ POLITO, ADRIENNE C. STEVENSON, JOHN K. JOHNSON, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100**********DOLLARS ($ **300,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons

That this power is made and executed pursuant to and by authority of the following By-law and Authorization

ARTICLE XIII - Execution of Contracts Section 5 Surety Bonds and Undertakings
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of December, 2010

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of December, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company, that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella Notary Public
Plymouth Twp Montgomery County
My Commission Expires March 28 2013
Member Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20 day of April, 2011

By David M. Carey
David M Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF ILLINOIS
COUNTY OF COOK

I, **KATHERINE J. FOREIT**, a Notary Public in and for said County, do hereby

certify that **Sandra Nowakowski** Attorney-in-Fact, of the

Liberty Mutual Insurance Company	**Massachusetts Corporation**

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

Liberty Mutual Insurance Company	**Massachusetts Corporation**

for the uses and purposed therein set forth

Given under my hand and notarial seal at my office in the City of **Chicago** in said County,

this 20 day of April 2014 **A.D.**

Katherine J. Foreit
Notary Public

"OFFICIAL SEAL"
KATHERINE J. FOREIT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/10/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER
MARSH USA INC
99 HIGH STREET
BOSTON MA 02110
Attn Boston CertRequest@marsh com/ Fax 212 948 4377

838732 TAC A GAWU-11 12 LANGE

INSURED
SCHNEIDER ELECTRIC BUILDINGS AMERICAS
INC (FORMERLY TAC AMERICAS, INC)
1650 WEST CROSBY ROAD
CARROLLTON TX 75006

CONTACT NAME
PHONE (A/C, No, Ext) FAX (A/C, No)
E MAIL ADDRESS
PRODUCER CUSTOMER ID #

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	New Hampshire Insurance Company	23841
INSURER B	N/A	N/A
INSURER C	National Union Fire Insurance Company	19445
INSURER D		
INSURER E		
INSURER F		

COVERAGES **CERTIFICATE NUMBER** NYC 005328999 01 **REVISION NUMBER** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			4406105	01/01/2011	01/01/2012	EACH OCCURRENCE	$ 5 000 000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5 000,000
	CLAIMS MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5 000 000
							GENERAL AGGREGATE	$ 5 000,000
	GEN L AGGREGATE LIMIT APPLIES PER						PRODUCTS COMP/OP AGG	$ 5 000 000
	X POLICY X PRO JECT LOC							$
A	AUTOMOBILE LIABILITY			3976805 (AOS)	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 5 000 000
A	X ANY AUTO			3976803 (MA)	01/01/2011	01/01/2012		
A	ALL OWNED AUTOS			3976804 (VA)	01/01/2011	01/01/2012	BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
C	X UMBRELLA LIAB X OCCUR			15972728	01/01/2011	01/01/2012	EACH OCCURRENCE	$ 5 000 000
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$ 5 000 000
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			WC 026150036 (TX)	01/01/2011	01/01/2012	X WC STATU TORY LIMITS OTH ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory In NH) If yes describe under DESCRIPTION OF OPERATIONS below	N/A		WC 026150034 (CA)	01/01/2011	01/01/2012	E L EACH ACCIDENT	$ 5 000,000
							E L DISEASE EA EMPLOYEE	$ 5,000 000
							E L DISEASE POLICY LIMIT	$ 5,000 000
C	PROFESSIONAL			16154699	01/01/2011	01/01/2012	EACH CLAIM	5 000,000
	E&O LIABILITY						AGGREGATE	5 000 000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE GALVESTON COUNTY HF11H0013
GALVESTON COUNTY IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL AND AUTO LIABILITY PURSUANT TO POLICY TERMS AND CONDITIONS

CERTIFICATE HOLDER

GALVESTON COUNTY MID COUNTRY ACCESS
ATTN MICHAEL WOOD
9300 EMMETT F LOWRY EXPRESSWAY
TEXAS CITY TX 77591

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc
Edward R Ford *Edward R Ford*

© 1988-2009 ACORD CORPORATION All rights reserved

The ACORD name and logo are registered marks of ACORD

ADDITIONAL INFORMATION

NYC 005328999 01

DATE (MM/DD/YY)
04/19/2011

PRODUCER
MARSH USA INC
99 HIGH STREET
BOSTON, MA 02110
Attn Boston CertRequest@marsh com/ Fax 212 948 4377

838732 TAC A-GAWU 11 12 LANGE

INSURED
SCHNEIDER ELECTRIC BUILDINGS AMERICAS
INC (FORMERLY TAC AMERICAS INC)
1650 WEST CROSBY ROAD
CARROLLTON TX 75006

INSURERS AFFORDING COVERAGE	NAIC #
INSURER G	
INSURER H	
INSURER I	
INSURER J	

TEXT

ADDITIONAL NAMED INSURED INCLUDES THE FOLLOWING

SCHNEIDER ELECTRIC BUILDINGS CRITICAL SYSTEMS INC (FORMERLY TAC CRITICAL SYSTEMS INC)

ADDITIONAL POLICIES

WORKERS COMPENSATION 01/01/11 01/01/12

WC 026150040 (AR DC,GA HI IL IN,KS KY LA,MD MO MS,NC NM OK PA,SC SD,TN VA) Charts Casualty Company
WC 026150037 (OR) New Hampshire Insurance Company
WC 026150038 (MA MN,ND, NY WA WI WY) New Hampshire Insurance Company
WC 026150039 (AL, AZ CO,CT, DE IA,ID ME MI MT,NE,NH NJ, NV RI UT VT WV) New Hampshire Insurance Company
WC 026150035 (FL) New Hampshire Insurance Company

OHIO ONLY EXCESS WORKERS COMP 01/01/11 01/01/12
1192359 ILLINOIS NATIONAL INSURANCE COMPANY
EMPLOYERS LIABILITY

EACH ACCIDENT	$4,000 000
DISEASE POLICY LIMIT	$4,000 000
DISEASE EACH EMPLOYEE	$4 000 000
SELF INSURED RETENTION	$1 000 000

CONTRACTORS PROFESSIONAL AND POLLUTION LIABILITY 01/01/11 01/01/12
EOC4856780 00 STEADFAST INSURANCE COMPANY
EACH CLAIM $5 000 000
AGGREGATE $5 000 000
SIR $500,000

CERTIFICATE HOLDER

GALVESTON COUNTY MID COUNTRY ACCESS
ATTN MICHAEL WOOD
9300 EMMETT F LOWRY EXPRESSWAY
TEXAS CITY TX 77591

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc
Edward R Ford

Edward R Ford

AGENDA ITEM #27

NO

BACK – UP

PROVIDED

AGENDA ITEM #28

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, March 29, 2011
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	**11-061-0329-A**	**Human Resources/212th District Court** – Request to fund an employee transfer between departments.
2011	**11-062-0329-B**	**Treasurer's Office** – Request for hiring exception.
2011	**11-063-0329-C**	**District Clerk** – Request for hiring exception.
2011	**11-064-0329-D**	**Sheriff's Office/CID and DA** – Request for additional OT and Petty Cash funding.

Approved by: _____ Date: 3/24/11
Ronald Shelby, Director of
Finance and Administration

AGENDA ITEM #28a

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Human Resources-212th District Court	Amendment No 11-061-0329-A
Date Submitted	March 17, 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 for funding movement for hiring transfer

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		___
	COUNTY COURT #2		
1101-122200-5100000	Salaries (unallocated)	1,600	
1101-122200-5153000	Pension	200	
1101-122200-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$ 1,900	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item		___
	212TH DISTRICT COURT		
1101-121400-5100000	Salaries (3)	1,600	
1101-121400-5153000	Pension	200	
1101-121400-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$ 1,900	

ADDITIONAL COMMENTS

This is a budget request from Human Resources for funding movement from County Court #2 to 212th District Court
The Court Coordinator for the 212th District Court transferred from County Court #2 on January 1, 2011

Dept	Position #	Grade From-To	Budgeted Salary	Proposed Budgeted Salary	Annualized Increase or (Decrease)	Net Change Current Fiscal Year	Current Salary Paid
212th District Court	3	18A - 18C	$40 435	$42 482	$2,047	1 600	$37,548
Title Court Coordinator							
			Fringe Benefits			300	
			Net Change			$ 1,900	

Departmental Authorization — Date

Kathy Branch — Date 3/18/11

Human Resources Department

Budget Office Authorization — Date 3/18/11

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 3/29/11

AGENDA ITEM #28b

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Treasurer's Office	Amendment No 11-062-0329-B
Date Submitted	March 22, 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 Wednesday 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 for a hiring exception

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:		
1101-151600-5100000	Salaries (unallocated)	1,600	
1101-151600-5153000	Pension	200	
1101-151600-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$ 1,900	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No:	Line Item:		
1101-151600-5100000	Salaries (Position 4)	1,600	
1101-151600-5153000	Pension	200	
1101-151600-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$ 1,900	

ADDITIONAL COMMENTS
This request is to hire an accounting Tech II from another department at 12-C ($31,588) rather than 12-A ($30,065) as required under current hiring and transfer policies
This employee is currently paid 13A. This amendment simply assure that the employee is paid the same once moved to the Treasurer's Office
Funds remained available under a previous reorganization of the Treasurer's Office.

Departmental Authorization — Date
Kathy Branch — Date 3/24/11
Human Resources Department

Budget Office Authorization — Date 3/24/11

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 3/29/11

AGENDA ITEM #28c

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	District Clerk	Amendment No 11-063-0329-C
Date Submitted	March 22, 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 for a hiring exception

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·		—
1101-126100-5100000	Salaries (Position 13)	1,500	
1101-126100-5153000	Pension	200	
1101-126100-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$ 1,800	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item		—
1101-126100-5100000	Salaries (Position 13)	1,500	
1101-126100-5153000	Pension	200	
1101-126100-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$ 1,800	

ADDITIONAL COMMENTS.

-This is a request to rehire a former Chief Deputy of the District Clerk's office who terminated on 12/31/2011 The current incumbent will be leaving on March 30 and the previous employee will return to work on March 31st, requiring an exception from the mandatory Vacancy period.

-In addition, the District Clerk's office wants to rehire the employee at a 22F, in a position allowing up to a 22E for hiring Based upon the employees experience with the department, this is recommended.

- Finally, the department also requesta that Commissioners Court restore the employees Vacation and Sick accrual rates since the employee has had a break in service of more than 30 days.

Departmental Authorization — Date

Kathy Branch — Date 3/24/11

Human Resources Department

Budget Office Authorization — Date 3/24/11

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 3/29/11

AGENDA ITEM #28d

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Sheriff/CID and DA	Amendment No 11-064-0329-D
Date Submitted	March 22, 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 for additional OT and Petty Cash funds

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.		___
1101-110000-5481000	Contract Services	63,200	
TOTAL - Transfer Amount		$ 63,200	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No:	Line Item:		___
1101-127100-5130000	Overtime - District Attorney	5,000	
1101-127100-5152102	Medicare	100	
1101-127100-5153000	Pension	500	
1101-127100-5154000	Alternate Plan	400	
1101-211121-5130000	Overtime - CID	38,000	
1101-211121-5152102	Medicare	600	
1101-211121-5153000	Pension	3,500	
1101-211121-5154000	Alternate Plan	3,100	
1101-211121-5600500	Petty Cash	12,000	
TOTAL - Transfer Amount		$ 63,200	

ADDITIONAL COMMENTS:
This request is to fund additional CID projects

Departmental Authorization — Date

N/A — Date
Human Resources Department

Budget Office Authorization — Date 3/24/11

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 3/29/11

AGENDA ITEM #29

Bazaman, Harvey

From Bazaman, Harvey
Sent. Friday, March 25, 2011 11 24 AM
To· Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Gilliam, Cindy, Holmes, Stephen, Clark, Ken, Mabry, Celia-Frances, Anderson, Dudley, Bazaman, Harvey, Mendell, Freeman
Subject. March 29th agenda
Attachments: Scan001 PDF

Back-up for item #29 for this upcoming 3/29 C/Ct Meeting.
Harvey

-----Original Message-----
From: ld04xer@co.galveston.tx.us [mailto ld04xer@co.galveston.tx.us]
Sent· Friday, March 25, 2011 6·26 AM
To: Bazaman, Harvey
Subject· Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by· Guest [ld04xer@co.galveston.tx.us] Number of Images: 9 Attachment File Type PDF

WorkCentre Pro Location. 5\\Galveston\TX\USA\ Device Name: LD04XER

County Architect

MEMO

Date March 23, 2011

Addressed to:

Mark Henry	Galveston County Judge
Patrick Doyle	Galveston County Commissioner, Precinct 1
Kevin O'Brien	Galveston County Commissioner, Precinct 2
Stephen D Holmes	Galveston County Commissioner, Precinct 3
Ken Clark	Galveston County Commissioner, Precinct 4
Harvey Bazaman	Director Legal Department G C
Freeman Mendell	Chief of Staff G C
Matt Newchurch	Duplantis Design Group, PC

Project:

Pending Sale of Broadway property to Lowe's

Items:

1 Duplantis Design Group, PC on behalf of Lowe's is in the process of submitting applications to the City of Galveston for a Specific Use Permit and a General Land Use Plan for the property Galveston County is selling to Lowe's

2 Duplantis has requested Galveston County sign the applications as the current property Owner

3 Stephen Holmes, Freeman Mendell, Harvey Bazaman, and I met with Mr Newchurch to discuss the implications of complying with their request

4 Mr Newchurch assures us that signing the applications does not mean Galveston County has "approved" the current design drawings and property configurations

5 Galveston County will be provided with a survey of the property Lowe's proposes to purchase

6 The current drawings indicate some revision to the size of the property Lowe's is considering

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

a 1/26/2011 drawings show Lowe's purchase of 10 95 acres

b Current drawings show Lowe's purchasing 10 91 acres

c Current drawings include an area labeled "PROPOSED NO BUILD EASEMENT" of 8,374 square feet (24'x349') on the remaining County property where a structure (building) could not be built

7 There were several issues discussed relating to the drawings Duplantis proposes to submit to the City of Galveston

a Galveston County would prefer a minimum 6' high solid screen fence on the north side of the proposed store to shield the appliance and pallet recycling storage units from Avenue H The current drawings indicate a planting screen of Oleanders This might be accomplished with a combination of hard fence and planting

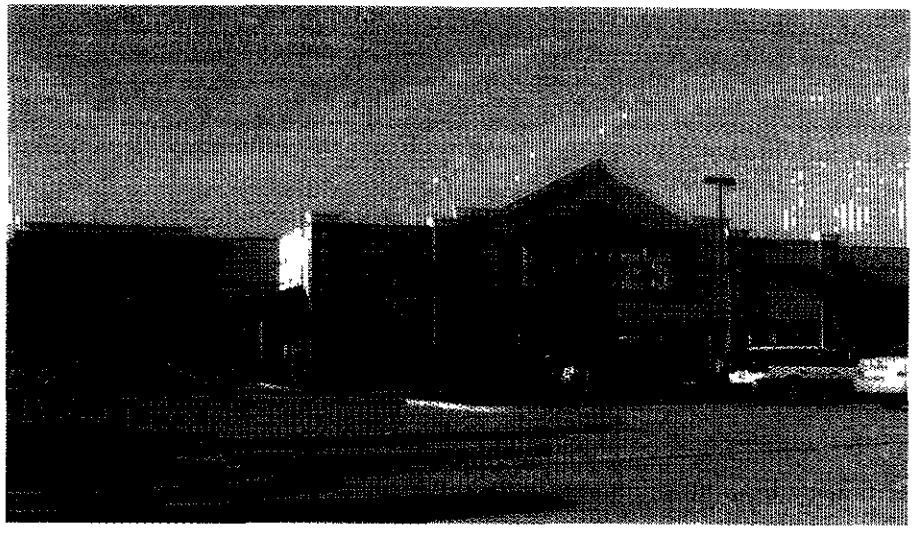
b The old cotton press foundation is referred to on the drawings as a "well" It is not a well and the County desires that name be revised to indicate old concrete structure

c The exterior drawings indicate a fairly plain standard Lowe's facade and the expectation was of a store with a little higher quality appearance with more reference to a "Galveston" image

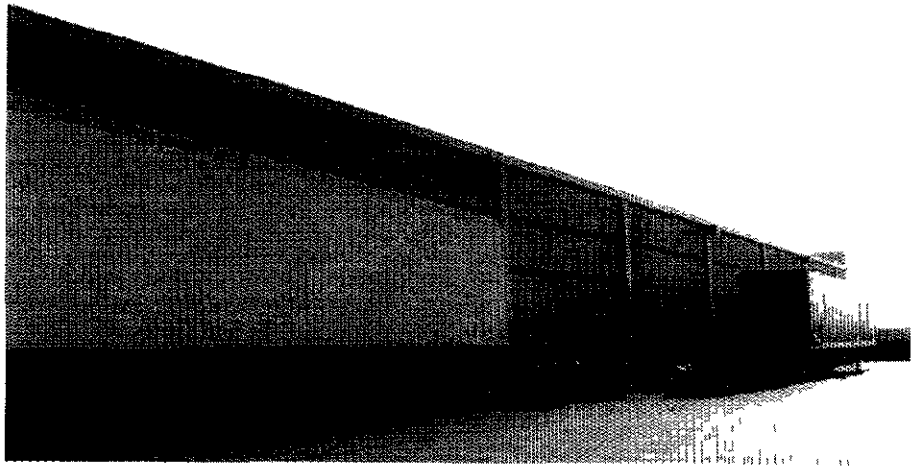
d There is a Lowe's at 646 and I-45 that is dressed up a little more than this presentation and we hope that Lowe's will consider the location in front of the County Justice Center as deserving a little higher quality image

8 No decisions were made at the meeting The group will present the information to Commissioners Court for consideration and approval to sign the Applications to the City of Galveston as Property Owner

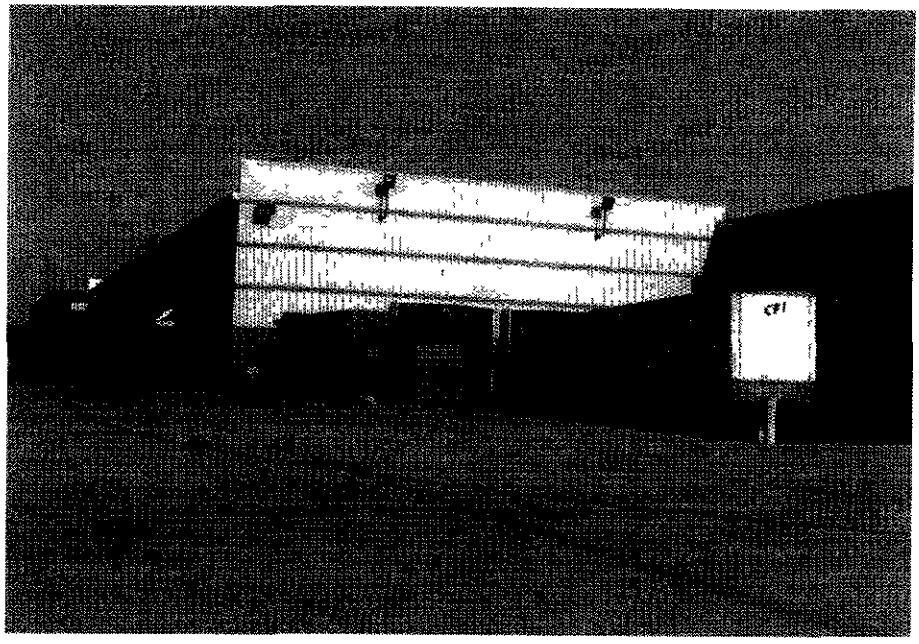
9 Following are some photos of the Lowe's store at FM646 and I-45 League City This is a more attractive store than the one currently drawn for the location in front of the Galveston County Justice Center



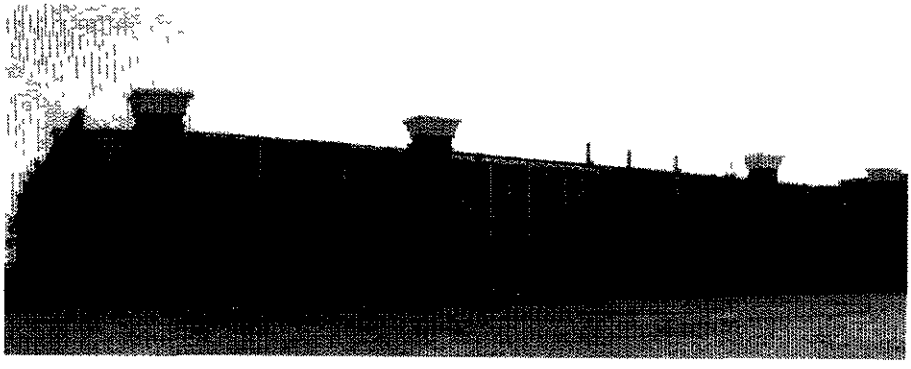
10 Example of Lowe's treatment of storefront from FM 646 and I-45 Note the awning support columns, decorative treatment of column face and capital at the front entry



11 This is the view of pallets, etc that will be seen from Ave H if a substantial screen is not provided



12 This is the view of pallets, etc. that will be seen from the front of the Courts Building if a substantial screen is not provided



13 Example of support area screening at a Lowe's FM 646 and I-45

14 Example of a treatment of the column caps for a more attractive appearance

Dudley Anderson, County Architect

CITY OF GALVESTON - PLANNING

PO Box 779, Galveston, Texas 77553
Phone 409/797-3660 Fax: 409/797-3661
email planningcounter@cityofgalveston.org

PLANNING COMMISSION – GENERAL LAND USE PLAN

Application Due: _____

Case No.: _____ **Hearing Date:** _____

Please Print or Type

I. APPLICANT INFORMATION

APPLICATION STATUS (Check One) [ ] Owner [ ] Tenant [✓] Prospective Buyer

Property Owner must sign the application or submit a notarized letter of authorization.

Lowe's Home Centers, Inc c/o DDG (Agent)
Applicant Name

(832) 369-8170
Telephone

c/o Duplantis Design Group, PC Suite 160 14950 Heathrow Forrest Houston, TX 77044
Mailing Address

mnewchurch@ddgpc.com
E-Mail Address

OWNERSHIP (Check One). [ ] Individual [ ] Corporation [ ] Partnership [ ] Trust [✓] Political subdivision

If ownership is a trust or corporation, list the partners or principle, their address and positions on a separate attachment

Galveston County
Property Owner Name

(409) 770-5565
Telephone

c/o County Legal, County Courthouse 722 Moody 5th Floor Galveston, TX 77550
Mailing Address

HARVEY.BAZANOR@CO.GALVESTON.TX.US
E-Mail Address

MARK Henry, County Judge
Representative Name

(409) 766-2244
Telephone

Galveston County Courthouse 722 Moody 2nd Floor Galveston, TX 77550
Mailing Address

MARK.Henry@CO.Galveston.TX.US
E-Mail Address

II. PROPERTY INFORMATION

Broadway and 57th (NE Corner)
Street Address/Location

LI-GDZ 1
Current Zoning District Category

Reserve B, Block 2 Galveston County Justice Center Amending Plat
Legal Description (Lot and Block Number)

Property is currently vacant
Present Use and Improvement on Property

Has a previous application been filed on this property? [✓] No [ ] Yes If Yes, Date and Case No _____

III. DETAILED NARRATIVE FOR THE REQUEST (attach additional pages if necessary)

See Attached Narrative

IV. **APPLICANT'S JUSTIFICATION FOR THE REQUEST** (attach additional pages if necessary)

Approval of GLP in keeping with City's requirements for development in a Gateway Development Zone.

ANY OTHER PERTINENT INFORMATION TO SUPPORT SAID REQUEST SHOULD ALSO BE ATTACHED.

ATTEST: **I certify that [ ] I am the legal owner or record; [ ] I have secured the property owner's permission and have full authority to make this application and/or appeal.**

Owner Printed Name and Signature of ~~Applicant~~ Mark Henry, County Judge Date 3/29/11

Applicant Printed Name and Signature of ~~Property Owner (or Power of Attorney)~~ Date 3/29/11
If Power of Attorney, provide legal documentation

V. **APPLICANT CHECKLIST**

[✓] **Site Plan(s)**, elevations and use item package, as described below. *Please note, depending on the project scope, it is acceptable to illustrate the items noted into one or multiple pages*:

- [✓] **Site Plan** shall be to scale and shall include a north arrow The scale of the site plan(s) shall be relative to the size of the project and shall effectively demonstrate the proposal related to the surrounding area, elevation and property size
- [✓] **Detailed Site Plan(s)** 11" x 17" (folded to 8½" x 11"), **25 copies** – including, but not limited to, proposed tract/lot area, easements, property lines, building footprint, landscaping, parking layout, lighting, amenities, adjacent streets/sidewalks/properties, natural features (i.e dunes, wetlands, water), emergency access, total unit numbers, habitable floors, public spaces, open space, trash receptacles/loading docks location, signage, fencing, drainage, traffic analysis, etc.
- [✓] **Elevations or a Site Cross-Section**, to a readable scale, which indicate overall building dimensions, materiality, colors, topography, landscape, and relationship of project to natural features and adjacent properties.
- [✓] **Lighting Plan**, including height and style of fixtures.
- [✓] **Landscape Plan** (list quantities, species, height/caliper of trees, existing and proposed tree canopy, groundcover, total area and percentage of landscaped area, proposed irrigation system)
- [✓] **Per Section 29-88 (b) of the Zoning Standards**, materials shall be submitted that address each of the following items *(may be addressed visually or in writing)*:
  - Proposed Use
  - Site Details
  - Existing/Proposed Structures (including signage and amenities)
  - Existing/Proposed Landscaping
  - Pedestrian Walkways and Vehicular Drives
  - Lighting
  - Drainage
  - Trip Generation, Traffic Volume and Impact
  - Parking Requirements and Proposed Parking Facilities
  - Compatibility with Surrounding Land Use and Zoning
- [✓] **Traffic Impact Studies** (if applicable)
- [ ] **Three Dimensional Renderings** (if applicable)
- [ ] **Wetland Delineation Iinformation** (if applicable)

[✓] **Survey** (to scale) **(25 copies)** with existing improvements, developments, and property lines
[✓] **Current Tax Receipts** - County tax office, 722 Moody (766-2481)
[✓] **Title Report** (if tax receipt does not reflect current owner)
[✓] **Non-Refundable Application Fee – based on request** (payable to the City of Galveston) $720.00
10 – 20 ACRES

Please be advised, The Department of Planning and Community Development and/or the Galveston Planning Commission, reserves the right to request additional information to complete analysis for this request.

AGENDA ITEM #30

Bazaman, Harvey

From. Bazaman, Harvey
Sent: Friday, March 25, 2011 2 53 PM
To: Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Gilliam, Cindy, Holmes, Stephen, Clark, Ken, Mabry, Celia-Frances, Fitzgerald, Mike, Fickessen, Claudette, Bazaman, Harvey, 'bennydavis56@gmail com'
Subject: Item #30 Backup March 29th Agenda Benny Davis Request
Attachments. Scan001 PDF

Greetings:
Effective January 1, 1993 Benny Davis was given the attached 25 year License to Use a portion of Seawall Right of Way adjacent to where McDonalds and Wings is currently located. Essentially, the rights given him entitle him to construct driveways, walkways, landscaping and utility lines to be used in conjunction with improvements constructed upon the tracts of land owned and leased by him lying South of the Right of Way.
Last year, Mr. Davis allowed a snow cone mobile concession vendor to operate upon the Licensed Premises. His current License Agreement does not allow the premises to be used for such purposes. In addition, the City of Galveston will not permit him to have mobile/tempoary vendors located upon the Licensed Premises without the County's permission.
Also attached to this email is a request from Mr. Davis requesting that the County agree to allow him to have mobile/temporary vendors upon the Licensed Premises for the remainder of his License Agreement term which ends December 31, 2017. Essentially, he would like to have a snow cone vendor and perhaps a hot dog vendor that could set up within the darkened area of the attached plat.
Mr. Davis is currently paying the County approximately $3,100 annually for his current License Agreement. This fee is adjusted every three years up to a maximum of 10%. He is not offering to pay the County any additional monies for this additional permitted use.
Should you have any questions, please do not hesitate to contact me.
Harvey Bazaman
409-770-5565

-----Original Message-----
From: ld04xer@co.galveston.tx.us [mailto:ld04xer@co.galveston.tx.us]
Sent: Friday, March 25, 2011 9:33 AM
To: Bazaman, Harvey
Subject. Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by: Guest [ld04xer@co.galveston.tx.us] Number of Images 22 Attachment File Type: PDF

WorkCentre Pro Location: 5\\Galveston\TX\USA\ Device Name: LD04XER

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Freeman Mendell
Chief of Staff

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

April 8, 2011

Mr Benny Davis
56 LeBrun Court
Galveston, Texas 77551

Re Amendment to License Agreement

Dear Mr Davis.

On October 19, 1992 the then Galveston County Commissioners' Court granted you a License to use a portion of Seawall Right of Way lying southerly of the concrete monolith that is located adjacent to property owned by you in Block 125, City and County of Galveston, Texas and leased by you from the Park Board of Trustees of the City of Galveston in the same Block for a term of twenty five (25) years beginning January 1, 1993,

On Tuesday, March 29, 2011 you appeared before the Commissioners' Court and requested an amendment to the License Agreement to permit you to also use the Licensed Premises to allow the placement of mobile stands and temporary concessions such as a snow cone vendor on the cross hatched area attached to this letter.

The Commissioners' Court considered your request and approved it subject to the following conditions

- That the annual fee you are currently paying will be increased $100
- That no mobile stand or temporary concession will be allowed to remain on the Licensed Premises overnight.
- That you will police the area and remove all litter and other debris and keep the Licensed Premises in a neat and orderly condition
- That this additional permitted use will expire when your current License expires on December 31, 2017

Since three months have already expired, your payment for the remainder of this year will be $75 00 Please remit your check made payable to Galveston County along with this letter

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Please execute this letter in the space provided below to evidence you acceptance of these terms and conditions

Sincerely yours,

Mark Henry
County Judge

Cc Ms Mindi Ortiz
Accounts Receivable
County Auditor

Harvey Bazaman
Director, County Legal

Agreed

Benjamin L Davis

Benjamin L Davis
Date April 08, 2011

Benjamin L Davis
56 LeBrun Court West
Galveston, TX 77551
409 744 5884 Home
409 771 4055 Cell
bennydavis56@gmail com

March 21, 2011

Harvey Bazaman, County Attorney
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE Use of Southerly Seawall Right of Way between 5th-6th Streets for Temporary Concessions (ROW adjoins my property upon which McDonalds and Wings are located)

Dear Harvey,

Although I lease referenced Right of Way, stated lease uses are for walkways, driveways, parking, etc. It does not mention temporary concessions

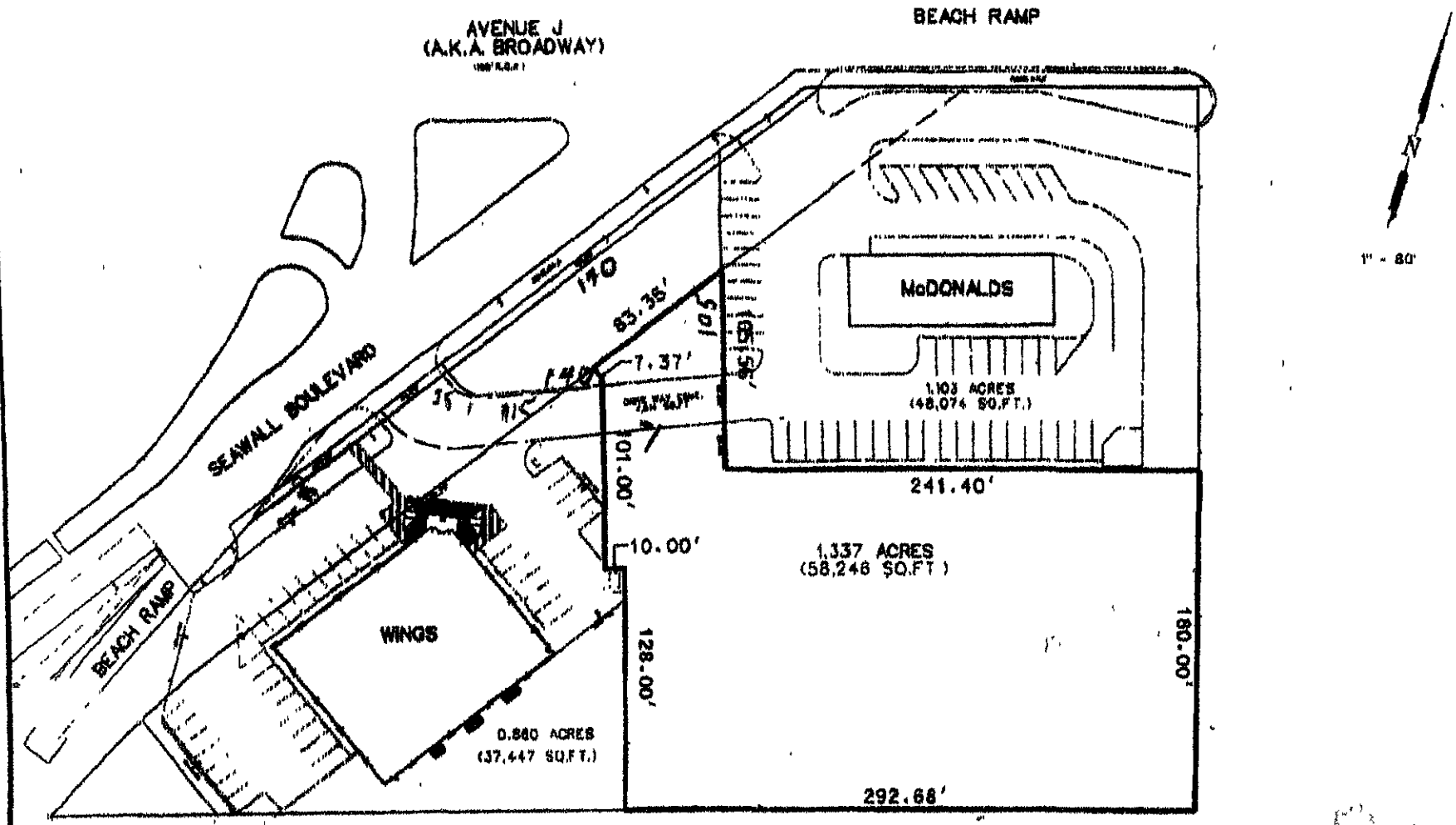
The City of Galveston is requiring me to obtain the County's specific approval, as owner, for me to put temporary concessions on the referenced ROW

The City Code has regulations on temporary concessions of which I would of course comply

A lease amendment or just a letter would suffice

Thank you,

Benny



REMAINING ACREAGE
OF
1.337 ACRES

OUT OF THE PROPERTY
BOUNDED BY
6th STREET, SEAWALL BLVD., BROADWAY AND BEACH

CITY OF GALVESTON
GALVESTON COUNTY, TEXAS.

PROJECT 49-97

Civil Concepts, Inc.
ARCHITECTURAL, CIVIL ENGINEERING, CONSTRUCTION
GEOMATICS (SURVEYING & MAPPING)
3488 FEDERAL STREET, PASADENA, TEXAS 77504
OFFICE: 713.947.8606 FAX: 713.947.8608

GALVESTON, TEXAS. MONDAY, OCTOBER 19, 1992.

At a Special Called Session of the Commissioners' Court of Galveston County, Texas, held upon this day, upon call of the County Judge and all Commissioners to consider any and all matters that may come before them; there being present County Judge Holbrook, presiding; Commissioners Barr, Janek, Johnson, III, and Pegues; County Clerk Jessie G. Kirkendall; County Auditor Lohec by Bobby Kegresse; and Attorney for the Court Harvey Bazaman.

Upon motion of Commissioner Janek, seconded by Commissioner Johnson, and carried; It is Ordered that the following license agreement on seawall right-of-way be approved and to change the terms so that the annual fee maybe increased or deceased every three years based on the consumer price index, but not to exceed 10%:

On this the 19th day of October, 1992, the Commissioners' Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

RAY HOLBROOK, County Judge;
EDDIE BARR, Commissioner, Precinct No. 1;
EDDIE JANEK, Commissioner, Precinct No. 2;
WAYNE JOHNSON, III, Commissioner, Precinct No. 3;
BILLY JACK PEGUES, Commissioner, Precinct No. 4; and
JESSIE G. KIRKENDALL, County Clerk

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

WHEREAS, by Resolution dated August 31, 1992, the Commissioners Court appointed PAUL SELMAN, Special Commissioner to advertise and take bids for the granting of a license of certain Seawall Right-of-Way property; and

WHEREAS, the report of said Special Commissioner has been this day recived by the Commissioners' Court;. and

WHEREAS, it appearing that all requirements for the granting of the license have been met, and that an annual fee of TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($2100.00) (adjusted as provided in the attached Agreement) represents the initial fair market value for the granting of the license as set by appraisal of said property; and

WHEREAS, BENJAMIN L. DAVIS is an adjoining land owner, lessee and licensee.

BE IT THEREFORE RESOLVED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS that RAY HOLBROOK, County Judge, be and he is hereby authorized to execute on behalf of the County of Galveston, Texas, the attached License Agreement.

UPON MOTION DULY MADE AND SECONDED, the above Resolution was passed this 19th day of October, 1992.

COUNTY OF GALVESTON, TEXAS

BY: Ray Holbrook
RAY HOLBROOK, County Judge

ATTEST:

Jessie G. Kirkendall
JESSIE G. KIRKENDALL,

This Agreement is entered into by and between the COUNTY OF GALVESTON, TEXAS, a political subdivision of the State of Texas, acting herein by and through its County Judge, as hereunto duly authorized by the Commissioners' Court of Galveston County, Texas, hereinafter called "COUNTY", and BENJAMIN L. DAVIS, hereinafter called "DAVIS".

W I T N E S S E T H:

WHEREAS, the COUNTY is the owner of the following tracts of land, as described in the following instruments, which it acquired in conjunction with the GALVESTON ISLAND SEAWALL PROJECT:

1) General Warranty Deed - John E. Hess & wife, Fannie Hess, dated 10/24/02, Book 196, Page 79;

2) General Warranty Deed - Olivia Hollin, dated 11/13/09, Book 196, Page 93;

3) Quit Claim - W. B. Wallis, Ind. Exec. of Estate of Jos. J. Hendley, dated 01/16/03, Book 196, Page 79;

4) General Warranty Deed - Jullietta Webster, et al, dated 01/29/03, Book 196, Page 120;

5) Walker Condemnation Decree - dated 01/28/04, Book 198, Page 513;

6) Hess Condemnation Decree - dated 05/21/17, Book 297, Page 606;

7) Schuld Condemnation Decree - dated 05/21/17, Book 297, Page 610;

8) General Warranty Deed - Fourmy, dated 03/03/17, Book 299, Page 350;

9) That portion of 6th street lying within the Galveston Seawall Right of Way between Blocks 125 and 126, City and County of Galveston, Texas; and

10) That portion of Avenue J (Broadway) lying within the Galveston Seawall Right of Way adjoining Block 125, City and County of Galveston, Texas; and

11) That portion of the South one-half of Avenue J (Broadway) lying between Blocks 125 and 184, City and County of Galveston, Texas; and

WHEREAS, subsequent to acquisition, the Galveston Island Seawall Project which consists of rip-rap, a gravity concrete structure, earthen embankment and hard pavement surface (hereinafter collectively called Galveston Seawall) was built; and

WHEREAS, the COUNTY's power and jurisdiction over the Galveston Seawall is to protect and maintain it to act as a protective barrier against the sea in time of storm; and

WHEREAS, the COUNTY, in maintaining the Galveston Seawall, has generally complied with the general design and specifications set forth in the Operation and Maintenance Manual for the Seawall prepared July, 1962, by the Office of the District Engineer, U. S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas as said plans have from time to time been modified; and

WHEREAS, DAVIS is the owner in fee of the following described tracts of land, hereinafter sometimes called Fee Tract, to-wit:

> All of Lots 8-13, in Block 125, all that part of lots 2-3 and 14 lying southerly of the Galveston Seawall ROW in Block 125, and all that part of lots 8 & 9 lying southerly of the Galveston Seawall ROW in Block 126, all in the City and County of Galveston, Galveston County, Texas; and

WHEREAS, by lease dated August 2, 1984, as amended by

Addendum to Lease Agreement effective April 15, 1986 and letter dated August 28, 1990, all of which are attached hereto as Exhibit "A", and hereinafter collectively sometimes referred to as "Parks Board Lease", DAVIS is the lessee from the PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON, TEXAS of the following described tract of land, hereinafter sometimes called Leased Tract, to-wit:

> All of Lots 4 & 5 lying southerly of the Galveston Seawall ROW in Block 125, in the City and County of Galveston, Galveston County, Texas; and

WHEREAS, by Ordinance 84-74 dated September 20, 1984, attached hereto as Exhibit "B", and hereinafter sometimes referred to as "License", DAVIS is the licensee from the CITY OF GALVESTON, TEXAS of the following described tract of land, hereinafter sometimes called Licensed Tract, to-wit;

> The South one-half of Avenue J Right of Way lying southerly of the Galveston Seawall ROW to the east Right of Way line of 5th Street, in the City and County of Galveston, Texas; and

WHEREAS, DAVIS has requested the COUNTY to grant him the right to make various improvements within the confines of the most southerly forty seven and one-half (47.5') feet of the Galveston Seawall adjoining the Fee Tract, the Leased Tract and the Licensed Tract; and

WHEREAS, subject to each and all of the following terms, conditions, restrictions, reservations and exceptions, the COUNTY of Galveston is willing to grant such rights to DAVIS.

NOW, THEREFORE, the COUNTY OF GALVESTON, TEXAS, acting herein by and through Ray Holbrook, in his capacity as County Judge of said County, pursuant to and under the authority and direction of an order of the Commissioners' Court of such County, made and entered on the 19th day of October, 1992, has GRANTED, and does hereby GRANT, subject to the terms, conditions, restrictions, reservations and exceptions hereinafter expressed, to BENJAMIN L. DAVIS of the City and County of Galveston, Texas, his heirs and assigns, the privilege, license and permission hereinafter set forth:

1. A privilege, license and permission, along with the general public, to enter upon and use the hereinafter described property as a means of ingress, egress, passageway and full and free access to, but not over or across, DAVIS's abutting property;

2. The license, privilege and permission of filling, paving and constructing approaches, walks, driveways, boardwalks, ramps uncovered surface parking areas and roadways, for the right of free passageway, on and over the property covered hereby. Under this priviledge, upon prior written approval being obtained from the County Engineer and the U.S. Department of the Army, Corp of Engineers (Corp), DAVIS shall be permitted the right to conduct minor excavation of the sand located within the Seawall Right of Way to enable the construction of a concrete, or other, suitable paved surface for vehicular traffic. The determination of what is suitable shall be made by the County Engineer and the Corp. Such

right of excavation shall be limited to that area south of the gravity concrete structure and shall not, in any manner, disturb any existing riprap or otherwise affect or threaten the integrity of the Galveston Seawall.

The priviledge and right of free passageway granted herein shall also be enjoyed by the general public at all times on any driveways, walks, approaches, boardwalks, ramps, roadways or other places provided for vehicular or pedestrian traffic as if same were constructed on the public streets and sidewalks of the City of Galveston, with the exception that vehicular through traffic may be prohibited and use of uncovered surface parking areas may be restricted to those members of the general public patronizing commercial enterprises constructed by DAVIS on his adjoining tracts of land. No fee, however, may be charged for such right to park. In addition, pedestrian traffic may not be obstructed or impeded by any improvements constructed or operated by DAVIS.

3. The license, privilege and permission of landscaping, beautifying and otherwise improving the property covered hereby.

4. With the exception of the gravity concrete structure, the license, privilege and permission of laying, running, maintaining, repairing and replacing sewer, water, heating, cooling, lighting, fuel, power and communication lines, pipes and conduits under and across the property covered hereby.

5. With the exception of the gravity concrete structure, the license, privilege and permission of installing and maintaining lighting over and across the property covered hereby.

6. No other use of the premises shall be permitted, other than the rights herein specifically granted.

7. The rights and privileges granted herein, as they relate to the Seawall Right of Way adjoining the Fee Tract, are, unless terminated earlier as hereinafter set forth, for a term of twenty-five (25) years beginning January 1, 1993.

8. The rights and privileges granted herein, as they relate to the Seawall Right of Way adjoining the Leased Tract, are, unless terminated earlier as hereinafter set forth, for a term which will correspond to the expiration or earlier termination date of the aforementioned Parks Board Lease with the PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON, TEXAS or a term of twenty-five (25) years beginning from January 1, 1993, whichever is earlier.

The rights and privileges granted herein, as they relate to the Seawall Right of Way adjoining the Licensed Tract, are, unless terminated earlier as hereinafter set forth, for a term which will correspond to the expiration or earlier termination date of the aforementioned License obtained by DAVIS from the CITY OF GALVESTON, TEXAS or a term of twenty-five (25) years beginning from January 1, 1993, whichever is earlier.

9. The property being a portion of the Galveston Seawall on which said privileges, licenses and permissions are granted, is described as follows:

> The most southerly forty seven and one-half (47.5') feet of the Galveston Seawall adjoining the above described Fee Tract, Leased Tract and Licensed tract owned, leased and licensed by and to Benjamin L. Davis

The rights and privileges granted herein are also subject to the following terms, conditions, restrictions, reservations and exceptions:

1. The COUNTY retains the fee simple title to the premises covered hereby subject to the licenses, privileges and permissions as herein granted DAVIS.

2. Prior to commencement of any construction or other operations DAVIS shall prepare and submit, at his expense, to the County Engineer and the U. S. Department of the Army, Corps of Engineers (Corp), preliminary plans and specifications prepared by licensed design professionals for their review and written approval for the construction of any improvements within the premises. No plans will be approved and no construction will be permitted that reduces the elevation of or that will in any way endanger the integrity of the Galveston Seawall. Any revisions or modifications deemed necessary by the County Engineer or the Corp for the protection of the Galveston Seawall shall be incorporated by DAVIS into the final plans and specifications for the construction of the improvements. Approval of the plans and

specifications by the County Engineer, the Corp and DAVIS shall be evidenced by such parties signing a set of the plans and specifications. No construction shall be permitted within the demised premises until such approval has been obtained. Construction will be strictly in accordance with the approved plans and specifications and will be performed in a good and workmanlike manner.

No sign shall be permitted within the demised premises without prior approval for the installation thereof being obtained from the County Engineer.

3) The construction, installation, and use of said improvements shall be performed without cost or expense to the COUNTY:

4) DAVIS, without cost or expense to the COUNTY, shall at all times promptly repair, replace and maintain in good condition said improvements and any portions of the premises or adjoining Galveston Seawall which are damaged by the failure of DAVIS to so repair, replace and maintain said improvements. DAVIS agrees that all such repairs, replacement and maintenance to his improvements will be continuous and in strict accordance with the approved plans and specifications. DAVIS also agrees that all such repairs, replacement and maintenance of the premises will be in strict accordance with the general design and specifications set forth in the Operation and Maintenance Manual for the Seawall prepared July, 1962, prepared by the Office of the District

Engineer, U. S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas, as said plans have or may be modified, as well as any standards which may be promulgated by the County Engineer. All plans and specifications for repairs, replacement and maintenance shall be submitted to the County Engineer for review and written approval prior to the start of any such work. However, in the instance of an emergency, as solely determined by the County Engineer, DAVIS may begin such repairs and replacement as are immediately required and submit such plans for approval as soon as practicable.

5) Any property, personal or real, of the COUNTY damaged or destroyed by DAVIS incident to the use and occupation of the said premises shall be promptly repaired or replaced by DAVIS to the satisfaction of the County Engineer, or, at the COUNTY'S option, in lieu of such repair or replacement, DAVIS shall, if so required by said County Engineer, promptly pay to the COUNTY money in an amount sufficient to compensate for the loss sustained by the COUNTY by reason of damages to or destruction of COUNTY property plus 10%.

6) The use and occupation of said premises for the purposes authorized by this instrument shall be subject to such rules and regulations as the COUNTY may prescribe from time to time in order to properly protect the power and jurisdiction of the COUNTY, that power and jurisdiction being herein stated to be for the protection and maintenance of the Galveston Seawall structure and

related works as a protective barrier against the sea in time of storm.

7) The COUNTY does not warrant the suitability of the Galveston Seawall for the construction of any improvements and shall in no case be liable for any damages to DAVIS in the event the premises are unsuitable. The COUNTY reserves the right but not the obligation to enter the premises to make such improvements, upgrading, repairs, replacement and maintenance of the Galveston Seawall as it deems necessary. The COUNTY shall in no case be liable for any damages or injuries to any improvements constructed within the premises which may be caused by or result from any routine or emergency operations undertaken by the COUNTY and no claim or right to compensation shall accrue from such damages or injuries.

8) The COUNTY reserves the right to make such connections between the license premises and the remainder of the COUNTY'S property as the said County Engineer or his designated representative may from time to time consider necessary, and also reserves to itself the right of access for all purposes across, over, and/or under the premises.

9) It is to be understood that this instrument is effective only insofar as the rights of the COUNTY in the property described herein are concerned; and that DAVIS shall obtain such permission or permits as may be necessary on account of any other existing rights.

10) As consideration for the use of the premises DAVIS shall pay to the COUNTY, c/o the County's Legal Department, on an annual basis commencing January 1, 1993, and continuing each year thereafter, the sum of ONE THOUSAND FIVE HUNDRED SEVENTY FIVE AND NO/100 ($1575.00) DOLLARS for the use of the Galveston Seawall adjoining the Fee Tract, the sum of ONE HUNDRED FIFTY AND NO/100 DOLLARS ($150.00) for use of the Galveston Seawall adjoing the Licensed Tract, and the sum of THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS ($375.00) for the use of the Galveston Seawall adjoining the Leased Tract. In the event DAVIS' right to use the Leased Tract or the Licensed Tract expires or terminates earlier as heretofore specified on Page 6, Paragraph 8, such annual payment will be decreased accordingly. It is further agreed that every three years, commencing January 1, 1996, the annual payment required of DAVIS shall be the annual base rental of TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($2100.00) (adjusted downward due to expiration or termination of Leased or Licensed Tract) plus an additional or lessor amount based upon any increases or decreases in the Consumer Price Index. For the purpose of determining the initial amount of such increase or decrease, the All Urban Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the year 1992 shall be used as a base period. The annual payment shall be increased or decreased by the percentage that such index for the year 1995 has increased or decreased over the base year 1992 up to a maximum

percentage adjustment of ~~15~~ 10 percent (~~15%~~ (10%)). Subsequent base periods will be adjusted accordingly. For example if in 1995 the Consumer Price Index was an accumulative positive ten percent (10%), the base rental beginning January 1, 1996 will be TWO THOUSAND THREE HUNDRED TEN AND NO/100 DOLLARS ($2310.00) and the base period in 1998 will be 1995. DAVIS will also pay, before date of delinquency, any ad valorem taxes, if any, assessed by any governmental entity, on all improvements constructed by DAVIS within the premises.

11) All or any part of such rights and privileges herein granted may be terminated upon ninety (90) days prior written notice by the COUNTY for failure of DAVIS to promptly make annual payment as set forth herein or upon sixty (60) days prior written notice by the COUNTY for failure of DAVIS to otherwise comply with any or all of the other terms or conditions of this agreement. In the event there is such a failure to make payment and DAVIS takes corrective action and makes such payment within this ninety (90) day period, or in the event there is such a failure to comply with any or all of the other terms or conditions of this agreement and DAVIS takes corrective action and comes into compliance within this sixty (60) day period (or such extension which County Engineer may grant) and such corrective action is to the reasonable satisfaction of the COUNTY as determined by the County Engineer, this agreement shall not be terminated. Notwithstanding this sixty (60) day right to cure, however, nothing shall be

deemed to prohibit the COUNTY from making such repairs to the Galveston Seawall, at DAVIS' expense, as it deems necessary to protect its property within the same sixty (60) day period. In addition, this agreement may be terminated by the COUNTY due to nonuse of the premises by DAVIS for a three-year period or due to DAVIS' abandonment of his rights granted herein, and in such event, no 60-day notice is required, and in lieu thereof, a 30-day notice of termination will be given.

12) Upon expiration or termination of this agreement, DAVIS agrees to remove all improvements installed by DAVIS within the premises as are requested by the County Engineer and to restore the Galveston Seawall to the condition which it was in prior to DAVIS' operations under this agreement, at which time all rights, duties and obligations of the parties shall cease, provided, however, that any and all causes of action theretofore accrued by any party shall not terminate or be extinguished with this agreement but rather same shall continue in force and effect pending final determination of same.

13) DAVIS agrees that he will make no use of the premises that will in any way endanger the integrity or drainage of the Galveston Seawall in any way, which determination will lie in the discretion of the County Engineer and the U. S. Army Corps of Engineers, Galveston District, or their successors.

14) The COUNTY shall not be responsible for damages to the property of DAVIS, nor for damages to the property or injuries to

the person of DAVIS' agents, servants, or employees, or others who may be on said premises at his invitation.

15) The COUNTY shall not be responsible for damages to property or injuries to persons using or occupying said premises, nor for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said premises.

16) Anything in this agreement to the contrary notwithstanding, a) in no event shall any provision of this agreement be construed to impose, create or increase any liability to any third party whatsoever, and in no matter shall this Agreement be deemed or construed to operate for the benefit of any third party.

17) DAVIS shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the State, County and City.

18) DAVIS shall protect, indemnify and save harmless the COUNTY from and against any and all claims, demands and causes of action of any nature whatsoever, including costs of litigation and attorneys' fees, for injury to, or death of person, or loss or damage to property occurring on the premises or in any manner growing out of or connection with DAVIS' use and occupation of the premises during the term of this Agreement. DAVIS shall give the COUNTY prompt notice of any claim coming to his knowledge that in any way directly or indirectly affects either DAVIS or the COUNTY.

All parties shall have the right to participate in the defense of such claim to the extent of their interest.

19) DAVIS shall not maintain nor permit the maintenance of any nuisance, nor any unsightly, offensive or damaging use of the premises covered hereby. DAVIS will also keep the premises in a clean and sanitary condition at all times.

20) This document is subject to all existing easements, and easements subsequently granted, for utilities, roadways and other purposes, located or to be located on the premises on the proviso that any easement subsequently granted will not unreasonably interfere with any rights granted DAVIS herein.

21) That any survey monuments, if any, disturbed during construction shall be restored to the condition same were in as of the date of this Agreement.

22) Failure upon the part of the COUNTY to enforce any provision of this document shall not act as a waiver of compliance or estoppel against the COUNTY.

23) That DAVIS may not construct any improvements within the premises until the COUNTY is added as an insured party under a liability insurance policy to be obtained by DAVIS,(or, if previously agreed to by COUNTY, DAVIS' assignee) with an insurer or insurers acceptable to COUNTY, with minimum amounts of the maximum amount of liability to which the COUNTY may be exposed by virtue of the Texas Tort Claims Act, now or in the future, in order to insure against any damages or injuries which may arise as

a result of the non-COUNTY uses herein described on the property covered by this agreement.

24) That DAVIS is prohibited from and hereby agrees not to lease, sublease, assign or underlet the said premises, or any part thereof(hereinafter called transfer) except on the prior written consent of COUNTY, which consent will not be unreasonably withheld. Any such transfer, shall not, however, relieve DAVIS of any duty, liability or responsibility imposed upon him by this Agreement unless such transfer is in conjunction with the sale of DAVIS' adjoining fee property to an unrelated third party and such third party agrees to assume all duties, liabilities or responsibilities imposed upon DAVIS.

25) That any notices necessitated by this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following addresses:

Benjamin L. Davis
56 LeBrun Court
Galveston, Texas 77551

County Judge
County of Galveston
Galveston County Courthouse
722-Moody
Galveston, Texas 77550

26) That all of the covenants, conditions and provisions in this Agreement shall, extend to and bind both successor Commissioners' Court of the COUNTY and DAVIS' heirs, successors and assigns.

27) This Agreement shall be construed under the laws of the State of Texas and venue shall lie in Galveston County, Texas.

28) Any covenant, condition or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement but such deletion shall in no way effect any other covenant, condition or provision herein contained.

29) The parties hereto agree that in no event shall any members of the Commissioners' Court of the COUNTY or its officers, agents, and employees ever be held individually liable for this agreement, any activities associated herewith, or any breach hereof.

30) Any and all provisions and claims in this agreement can be amended or deleted by COUNTY and DAVIS only by mutual agreement and any such change shall be in writing and attached to this Agreement as an addendum.

EXECUTED IN DUPLICATE ORIGINALS this 19 day of Oct, 1992.

COUNTY OF GALVESTON, TEXAS

BY: Ray Holbrook
RAY HOLBROOK, County Judge

ATTEST:

Jessie G. Kirkendall
JESSIE G. KIRKENDALL,
County Clerk

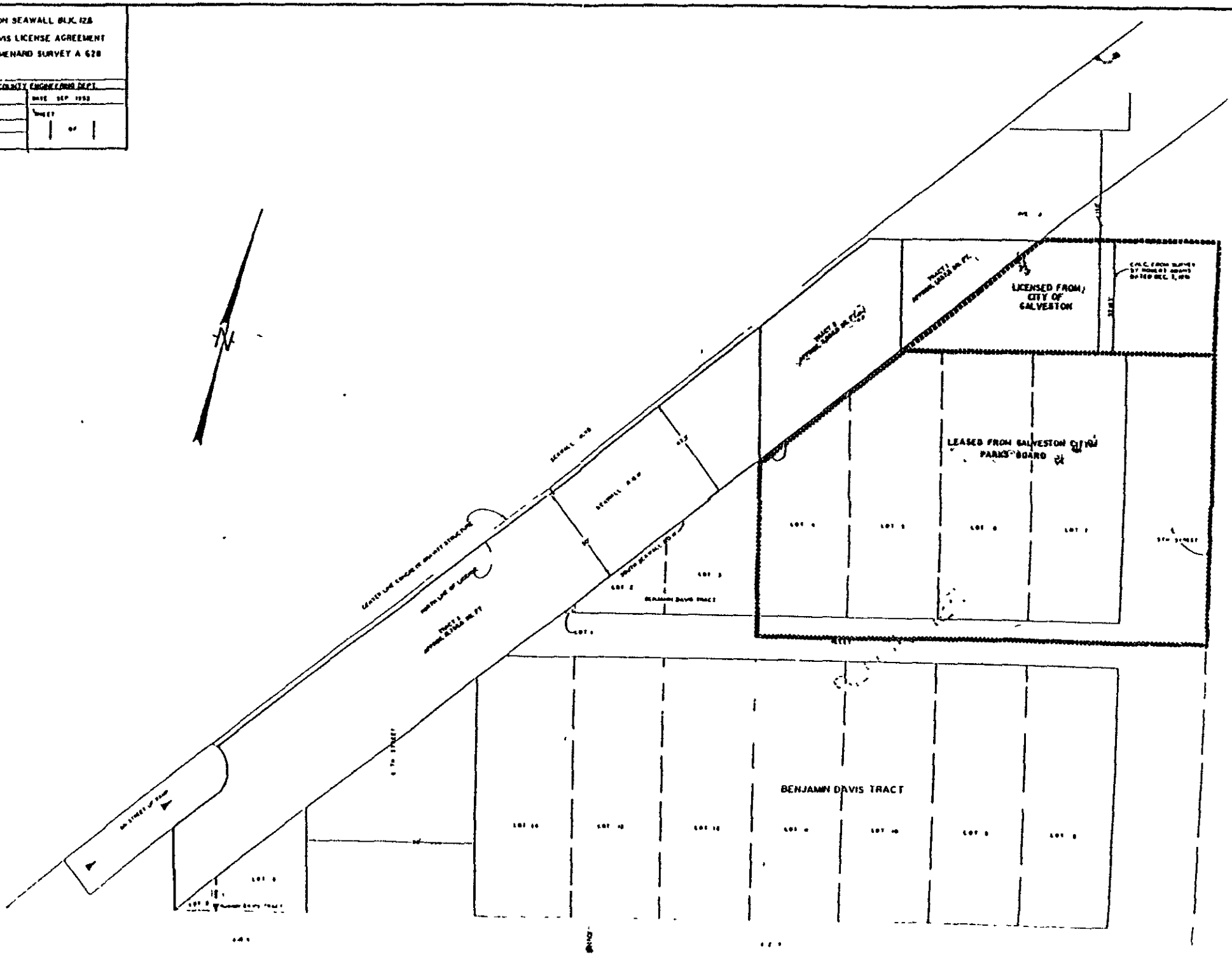
BY: Benjamin L. Davis
BENJAMIN L. DAVIS

GALVESTON SEAWALL BLK. 128

BENJAMIN DAVIS LICENSE AGREEMENT

MICHAEL B MENARD SURVEY A 628

GALVESTON COUNTY ENGINEERING DEPT.



AGENDA ITEM #31

Attachment A

KONE Inc Proposal to Supply Services under the
U.S. Communities Program
Utilizing the Terms and Conditions of the
City and County of Denver Master Contract
(Reference PC 94002 Dated 10-28-08)

PROPOSED UNITS & EQUIPMENT PRICING:

Location Address	Elevators	Escalators	Other	Pricing
Galveston County Courthouse 722 Moody Galveston, TX 77550	3			$870.00 / mo
Walter Hall Pavilion 807 Hwy 3 League City, TX 77573	1			$170 00 / mo
Galveston Emergency Management Building 1353 FM 946 Dickinson, TX 77590	1			$170 00 / mo
			Total:	**$1,210.00 / mo**
KRMS-Elevator Phone Monitoring Y____ N____				$125 00 / mo
			Total with KRMS:	**$1,335.00 / mo**

PROPOSED SCOPE OF WORK:

TERM OF CONTRACT

This Contract shall be for a period of one (1) year beginning April 1, 2011 This Contract may be renewed by Purchaser for two (2) additional periods of one year each upon Purchaser notifying KONE of its intention to renew this Contract But, notwithstanding the foregoing two sentences, this Contract may be terminated by Purchaser for any reason or no reason or for convenience upon twenty (20) days prior written notice to KONE

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment on a quarterly basis In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear

HYDRAULIC ELEVATORS

MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS

CONTROL SYSTEM
Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories

KONE First Service technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels

POWER UNIT
Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories

HYDRAULIC SYSTEM ACCESSORIES
Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature

CAR EQUIPMENT
Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers

ELECTRICAL
Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets

HOISTWAY AND PIT EQUIPMENT
Landing and slowdown switches, limits and car buffers

RAILS AND GUIDES
Guide rails, guide shoe gibs and rollers Guide rails will be properly lubricated, except where roller guides are used

DOOR EQUIPMENT
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices

SIGNALS AND ACCESSORIES
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

Re-lamping of signal fixtures is included only during KONE's systematic examinations Service requests related to re-lamping of signal fixtures will be considered billable

HOUSEKEEPING
Purchaser and KONE have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

LUBRICANTS
KONE will use lubricants compounded under OEM's specifications or equal

TRACTION ELEVATORS

MICROPROCESSOR TRACTION ELEVATOR SYSTEM COMPONENTS

CONTROL SYSTEM
Controllers, motor starters, dispatcher and relay panels, contacts, transformers, solid state components, isolation transformers, dynamic braking resistors and armature filters

KONE First Service technicians will be equipped with necessary field diagnostic and service tools Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

GEARED/GEARLESS MACHINES
Brushes, worms, gears, thrusts, bearings, brake magnet coils, brake shoes, brake linings, deflector sheaves, secondary and other sheaves, bearings and assemblies, rotating elements, pins

ELECTRICAL
Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets

HOISTWAY AND PIT EQUIPMENT
Landing and slowdown switches, limits, car and counterweight buffers, overspeed governors, governor tension sheave assemblies and car counterweight safeties

RAILS AND GUIDES
Guide rails, guide shoe gibs and rollers Guide rails will be properly lubricated, except where roller guides are used

HOIST ROPES
Hoist ropes will be properly lubricated and adjusted for equalized tension

DOOR EQUIPMENT
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices

SIGNALS AND ACCESSORIES
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment

Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable

HOUSEKEEPING
Purchaser and KONE have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops

LUBRICANTS
KONE will use lubricants compounded under OEM's specifications or equal

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein

KONE SERVICE CENTER

The KONE Service Center is available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary (As of 3/22/11, a KONE technician lives in Galveston, Texas). In the unlikely event of an entrapment, a highest priority response will be given, in no event will response time exceed 24 hours If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment

SERVICE REQUESTS (CALLBACKS)

This Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked All work outside the scope of this Agreement is to be performed by KONE at an agreed upon rate

Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond KONE's control Service requests do not include work that requires more than one technician or more than two hours to complete.

TESTS

KONE will perform the following tests on the equipment

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by the A S M E A-17 1 code

TRACTION ELEVATOR

An annual no load test as required by the A S M E A-17 1 code

A five (5) year full load test as required by the A S M.E A-17 1 code KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, arising from or resulting from this test

QEI fees are not included.

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement.

ELEVATOR

Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement

GENERAL

KONE shall not be obligated to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, A S M E codes, or other governmental or non-governmental authorities KONE will maintain the equipment performance and its components to the operating condition at the effective date of this agreement KONE shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in this agreement. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values KONE shall not be obligated to make changes or adjustments required by new or retroactive code changes KONE will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement KONE will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel KONE shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.

KONE shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear Obsolete items are excluded from this agreement Obsolete items and the labor to replace them will be at the owner's expense Obsolete items (including, but not limited to, assemblies, parts, components or systems) are defined as follows An item for which the original design is no longer regularly manufactured by the OEM or the original item has been replaced with an item of different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts

PURCHASER ASSURANCES

DESIGNATED REPRESENTATIVE

Purchaser's Designated Representative for all purposes of this Agreement is
Charles Kenworthy
Director of Facilities
722 Moody, 6th Floor
Galveston, Texas 77550
409-766-2385
Charles.Kenworthy@co galveston tx.us

AUTHORIZED PERSONNEL

Purchaser agrees to furnish KONE with a list of authorized personnel responsible for building operations.

WIRING DIAGRAMS

Purchaser agrees to provide KONE with a complete set of as built wiring diagrams, if readily available to Purchaser But, Purchaser believes that copies of all such built wiring diagrams were destroyed by Hurricane Ike that struck Galveston in September of 2008 If additional assistance is needed to obtain wiring diagrams, Purchaser agrees to assist

NOTIFICATION

In the event that the equipment is not functioning properly, purchaser agrees to shut down equipment and notify KONE for repair.

Purchaser agrees to notify KONE in the event of any injury or accident in or about the equipment included in this agreement. Verbal notification must be provided immediately and written notification must be provided within seven days

OPERATION

Purchaser shall at all times be solely liable for the proper use of the equipment Purchaser agrees to post any and all instructions and warnings to passengers related to the use of the equipment Purchaser shall not permit anyone other than KONE to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the agreement Purchaser is not responsible to KONE for any faulty repairs, additions, modifications, upgrades or adjustments to the equipment made on behalf of Purchaser by any prior elevator service technicians or by any current or former independent contractors, agents or employees of Purchaser who worked on or serviced the equipment

TESTING AND SERVICING

Purchaser agrees to perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein Purchaser agrees

to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.

EQUIPMENT ACCESS
Purchaser agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris Purchaser agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations Purchaser agrees to provide a safe workplace for our personnel But, KONE understands that the elevator pit areas located in the Galveston County Courthouse flooded during Hurricane Ike, that all of Galveston County, being located adjacent to the Gulf of Mexico is susceptible to flooding due to future storms or hurricanes and that should such flooding occur, KONE will provide such services as are required, at an additional fee to be determined by the parties at the time of the occurrence to address and alleviate the situation

SATISFACTION
If you are ever less than very satisfied with KONE's performance, Purchaser agrees to contact KONE immediately

NON-KONE EQUIPMENT

The Purchaser agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by KONE for replacement, repair, inventory, restoration or modification of the operation of the equipment KONE agrees to reimburse owner for the cost of all parts acquired at KONE's request. The purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software These will be stored on the building premises and the purchaser retains possession KONE agrees that these backup chips shall only be used for the replacement of a defective or damaged chip on the subject unit KONE will notify purchaser promptly if the need for an OEM diagnostic tool arises Purchaser agrees to provide diagnostic tools and facilitate repair of diagnostic tools through OEM Purchaser further agrees that KONE will not be responsible for any delays, damage, cost or claims associated with the failure to provide such diagnostic tools in a timely manner

KONE agrees to maintain the existing performance as designed and installed KONE shall not be required under this Agreement to make changes in operation and/or control, subsequent to the date of this contract

PRICE ADJUSTMENTS

The contract price will be adjusted annually as mutually agreed upon on April 1st of each year of the contract beginning, if this contract is renewed on April 1, 2012 The payment adjustment will reflect the increase or decrease in labor costs

Labor
100% of the current contract price will be increased or decreased at time of each renewal by the percent increase or decrease in the straight time hourly labor cost The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel (based on the Producer Price Index of Commodities for Gasoline), insurance or other administrative expenses increases greater than 25% during the first year of this contract and greater than an additional 25% for each year this contract is renewed

The parties agree that in the event any terms and conditions that are contained within this Agreement conflict with or cannot be reconciled with the terms and conditions of that one certain Agreement dated December 16, 2008 between the City and County of Denver and KONE, Inc. (Colorado Agreement) that the terms and conditions contained within this Agreement control Otherwise the parties agree that the terms and conditions of Colorado Agreement shall apply to this agreement as if Galveston County were a signatory to the Colorado Agreement The parties further agree that the Agreement dated December 16, 2008 between the City and County of Denver and KONE, Inc is modified as follows

a) that the laws of the State of Texas apply to this Agreement and that Venue shall be Galveston County,
b) that in the event of a dispute under this Agreement the parties will submit themselves to non-binding mediation prior to the institution of any litigation; and
c) that Galveston County shall be named insureds on an Owner's and Contractor's Protective Liability policy as is the City and County of Denver The Certificates of such insurance and the Owner's and Contractor's Protective Liability Policy will be tendered to Galveston County's Designated Representative

ACCEPTANCE

Service Agreement Effective Date

Service Agreement Number:

The parties to this service agreement agree to the conditions contained herein.

Signed for and on behalf of Galveston County Mark Henry County Judge Galveston County Attest: Dwight D. Sullivan County Clerk Galveston County Date: 3 / 29 / 11	Respectfully submitted, KONE, Inc. (Submitted By) Desiree Embury (Approved By) Authorized Representative (Title) Date 3/22/11

DENVER
THE MILE HIGH CITY

Department of Law
Municipal Operations Section

201 West Colfax Avenue, Dept. 1207
Denver CO 80202-5332
p 720-913-3275
f 720-913-3180
www.denvergov.org/city_attorney

CONTRACT DOCUMENT TRANSMITTAL

TO: City Clerk

FROM: City Attorney

DATE: December 18, 2008

Transmitted herewith for filing is a fully executed counterpart of the following document:

OUTSIDE PARTY(IES): Kone, Inc.

DOCUMENT TITLE: Contract Transmittal Memo

DATED: December 16, 2008

CITY AGENCY: Department of General Services - Purchasing

SUBJECT: Elevator maintenance and service at various buildings throughout the City

Distribution.

Auditor – 1 copy retained
City Attorney's Office – 1 copy
Department of General Services - Purchasing– 1 counterpart

Jeffrey Walter:

Please provide the attached originally executed counterpart to the Second Party, retaining the necessary copies for your use.

Clerk:	12-17-08
Filing No.	08-1153
Ord. No.	
Ord. Series:	
Control No.	PC94002

GDEVEREAUX

311 for City Services
Denver gets it done!

CONTRACT APPROVAL AND PREPARATION REQUEST
CITY AND COUNTY OF DENVER

To: Mayor / City Attorney	Heat Ticket Number: 00072305
Attention: S Hahn	Contract Administration Officer: Jeffrey Walter
Date: 2008-09-23	Phone: 720-913-8100
Initiating Authority: Jim McIntyre	Division: Purchasing Procurement

Agency Contact Familiar with this Contract: Sherry Grams 7209138113

1. If Contractor was not selected by lowest competitive bid, cite reasons RFP Process

2. City Council approval is required prior to entering this contract: ~~Yes~~ No

3. An ASPEN 15 Form has been forwarded to Budget and Management: No

4. Contractor Name and Address Kone, Inc Denver Branch Office 3 Inverness Drive East Englewood, CO 80112 4a. Vendor ID: 0000000296	5 Contract Control Number. PC94002 6. Type of Contract: Exp. F Rev. F Orig T Amend F 7. Type of Entity: Corp 8. IRS / SSN #: 362357423 9. Project/Grant ID + Name: 10. Ordinance: Series: 11. Contract Term: 2009-01-01 to 2011-12-31

12. Total amount included in this contract request: $454,365.00

13. If amendment, previous total: $0.00 — 14. Total with amendments: $454,365.00

15. If multiple expenditure authorities are involved, name the authorities: Various City Agencies

16. Funding sources:

Fund	Org.	Acct.	Amt.	$454,365.00	Bus. Unit
Fund	Org	Acct.	Amt.	$0.00	Bus. Unit
Fund	Org	Acct.	Amt.	$0.00	Bus Unit

Program	Sub-Class	Project/Grant
Program	Sub-Class	Project/Grant
Program	Sub-Class	Project/Grant

17. Describe the project in general terms:

Elevator Maintenance and Service at various buildings throughout the City.
RFP Number ELEVATOR_MAINT_0572U

18. Supplemental Materials - transmit to City Attorney as e-mail attachment or hardcopy:

F ASPEN 15	F Cert. of Insurance	F Evidence of Bonding	F Real Estate Desc
F RFP	F RFQ	F Scope of Work	F Other

APPROVALS:		
Add agencies as needed:	Dept/Agency Head: Jeff Walter for Jim McIntyre	Date: 2008-09-23
Public Office Bldgs.	Budget and Mgt.: Joseph dulin	Date: 2008-09-25
Council on Disabled	Risk Mgt.: Devron McMillin	Date: 2008-09-25
Career Service Authority	Other Authority:	Date:
	Other Authority:	Date:
	Other Authority:	Date:
	Other Authority:	Date
	Other Authority:	Date:
	Other Authority:	Date:

I hereby certify that the articles or services requested herein are necessary for the operation of this agency, are not available within existing resources, are properly chargeable to the accounts detailed in the attached ASPEN 15 and the quarterly allotments on file with the Auditor in respect to which funds have been pre-encumbered, and that this proposed undertaking is in conformity with the Mayor's policy.

Jeff Walter for Jim McIntyre — 2008-09-23

Initiating Authority — Date.

City Attorney — Date: 12/11/08

Form: adm42 rev 11/2007

12/10/08 Revised + Reapproved (mwt)

CE11-80

AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of December 200__ (the "Effective Date") between the **CITY AND COUNTY OF DENVER** a municipal corporation of the State of Colorado (the "City") and **KONE, INC.** a Delaware corporation whose local address is 3 Inverness Drive East, Englewood Colorado 80112 (the "Contractor") (the "Agreement" or "contract")

RECITALS

A. The City wishes to procure elevator maintenance and repair services for City owned buildings from the Contractor

B. The Contractor is ready, willing, and able to provide these services as set forth below,

NOW, THEREFORE, the parties agree as follows

1. SCOPE OF SERVICES The Contractor, under the general direction of, and in coordination with City's Director of Purchasing, or other designated supervisory personnel (the "Manager") shall diligently perform the services described on attached **Exhibit A** at the locations listed in **Exhibit B** The City and Contractor agree that the locations for services described in **Exhibit A** may be expanded to encompass other locations within the City at the same rates as those described in Exhibit A based upon the request of the Manager and the acceptance of the Contractor For any overtime work requested by the City the Contractor shall be entitled to be paid at the rates set out in Exhibit D The City and Contractor agree that the City may reduce or increase the level of maintenance on any elevator or elevators under the Agreement and the parties agree to negotiate in good faith on any corresponding change in compensation in the event of such a change in scope of work The Contractor agrees that during the term of this Agreement it shall fully coordinate its work with any person or firm under contract with the City doing work or providing services which affect the Contractor's services The Contractor shall faithfully perform the work described in **Exhibit A** in accordance with the standards of care, skill training diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature

2. TERM: The Agreement will commence on January 1, 2009 and will expire on December 31, 2011 (the "Term") Subject to the Manager's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager

3. COMPENSATION AND PAYMENT:

a **Fee** The Contractor's sole compensation for its services rendered and costs incurred under the Agreement is **FOUR HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED AND SIXTY FIVE DOLLARS ($454,365.00)** and amounts billed may not exceed the rates set forth in **Exhibit A** Compensation shall be paid on a monthly fee for regular

maintenance and on an hourly basis for all non-regular maintenance work performed by the Contractor

b **Reimbursement Expenses** There are no reimbursable expenses allowed under the Agreement All of the Contractor's expenses are contained in the rates in Exhibit A

c **Invoicing** Contractor shall provide the City with an invoice in a format and with a level of detail acceptable to the City The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance

d **Maximum Contract Amount**

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED AND SIXTY FIVE DOLLARS ($454,365.00)** (the "Maximum Contract Amount") The Contractor acknowledges the City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A.** Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City

(iii) In the Event progress payment are not made current, this Contractor will be entitled to stop work, without being in breach of the Agreement, until payments are current At the time the equipment is turned over for use to the City, payments to the Contractor must be current

4. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever

5 TERMINATION:

a The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor However nothing herein shall be construed as giving the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the City, and the Contractor shall bear all the risk of providing same

b Notwithstanding the preceding paragraph the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery kick backs, collusive bidding bid-rigging antitrust fraud undue influence theft racketeering extortion or any offense of a similar nature in connection with Contractor s business Termination for the reasons stated in this paragraph is effective upon receipt of notice

c If the Agreement is terminated without cause the Contractor will be compensated for work requested and satisfactorily performed Upon termination of the Agreement by the City, with or without cause, the Contractor will not have any claim against the City by reason of or arising out of, incidental or relating to termination, except for compensation for work requested and satisfactorily performed as described in the Agreement

d If the Agreement is terminated, the City is entitled to and will take possession of all materials equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City These documents and materials are the property of the City The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE"

e If this Agreement is terminated by the Contractor or by the City for cause, the Contractor shall be compensated for and such compensation shall be limited to (1) the sum of amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice but which had not yet been approved for payment, and (3) the cost of any work that is needed to accomplish an orderly termination of the work and is approved in writing by the Manager If this Agreement is terminated without cause by the City the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services prior to the date of the termination In the event that all of any part of this Agreement is terminated for any reason, Contractor will immediately document in detail the status of any services in progress Contractor will provide all assistance reasonably requested by the City in connection with the efficient and orderly performance of the services by the Contractor to the City or any third party designated by the City

f Upon termination of this Agreement by the City the Contractor shall not have any claim against the City by reason of such termination or by reason of any act incidental to termination, except for compensation for work satisfactorily performed as described in this Agreement

6. <u>EXAMINATION OF RECORDS</u>: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations

7. **PERSONNEL:**

a All key personnel which may be identified in Exhibit A will be dedicated by Contractor to the City The Contractor shall submit to the Manager a list of any additional personnel who will perform services under this Agreement within thirty (30) days after an Order has been submitted together with complete resumes and other information describing their ability to perform the services Such additional personnel must be approved in writing by the Manager

b The Parties intend that all key personnel be engaged to perform their specialty for all services required by an Order and that the Contractor shall retain all key personnel for the term of this Agreement If the Contractor must replace any of its key personnel, it shall notify the Manager in writing of the changes No such replacement shall be made until the replacement is approved by the Manager, which approval shall not be unreasonably withheld The Manager shall respond to the Contractor's written notice of replacement within fifteen (15) days of receipt If the Manager does not respond within that time, the listed replacement personnel shall be deemed approved If during the term of the Agreement the Manager determines that the performance of approved key personnel is not acceptable, he shall in his sole and absolute discretion either (a) give the Contractor a reasonable period of time to correct the performance or (b) require the Contractor to replace the personnel as soon as practicable

c While the Contractor may retain and contract with subcontractors no final agreement with any subcontractor shall be entered into without the written consent of the Manager Requests for approval of subcontractors must be made in writing and include a description of the nature and extent of services to be provided by the subcontractor the name, address and experience and qualifications of the subcontractor, and any other information which may be requested by the Manager Because the Contractor's represented qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of subcontractors The Manager shall respond to the Contractor's written notice regarding a subcontractor within thirty (30) days of receipt If the Manager does not respond within that time, the subcontractor shall be deemed approved Approval of the subcontractor shall not relieve the Contractor of any obligations under this Agreement Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of this Agreement

d The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D R M C § 20-77

e Contractor intends to comply with all labor, safety and drug provisions within Agreement to the extent allowable by Contractor's national contract agreement with the I U E C

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of

covenant or default that may then exist on the part of the Contractor No payment other action or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default No assent expressed or implied to any breach of any term of the Agreement constitutes a waiver of any other breach

9 **INSURANCE.**

A. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A M Best Company as "A"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue. Dept 1105, Denver, Colorado 80202 by certified mail, return receipt requested Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior" If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor Contractor shall be responsible for the payment of any deductible or self-insured retention The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker Contractor may not commence services or work relating to the Agreement before the City receives proof of required insurance by means of certificate of insurance, policy or other proof of insurance as required by the City's Risk Management department

C. Named Insureds: For Owner's and Contractor's Protective Liability, Contractor's insurer shall name the City as a Named Insured

D. Waiver of Subrogation: For all coverages, Contractor's insurer shall waive subrogation rights against the City except in the event of the Owner s negligence

E. Subcontractor: All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor Contractor shall include all such sub-consultants subcontractors, independent contractors, suppliers or other entities as insureds under its policies or shall ensure that all subconsultants maintain the required coverages Contractor agrees to provide proof of

insurance for all such subcontractors independent contractors suppliers or other entities upon request by the City

F **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer s Liability insurance with limits of $100,000 for each bodily injury occurrence claim $100,000 for each bodily injury caused by disease claim and $500 000 aggregate for all bodily injuries caused by disease claims Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement

G. **Commercial General Liability:** Contractor shall maintain limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations for each occurrence, and $2,000,000 policy aggregate

H. **Automobile Liability:** Contractor shall maintain minimum limits of $1,000,000 combined single limit applicable to all vehicles used in performing services under this Agreement Auto pollution liability coverage must be carried for any vehicle hauling cargo containing pollutants or contaminants

I. **Excess/Umbrella Liability:** Contractor shall maintain limits of $2,000,000 Aggregate limits must be per project" or "per location'

J. **Professional Liability:** For design, engineering or professional services, Contractor shall also maintain minimum limits of $1,000,000 per claim and $1,000,000 policy aggregate limit

K. **Owner's and Contractor's Protective Liability** Contractor shall maintain minimum limits of $1 000,000 covering all work performed under the contract

L **Additional Provisions:**

(1) For all general liability, the policies must provide the following

(a) If any aggregate limit is reduce by twenty-five percent (25%) or more by paid or reserved claims, the Contractor shall notify the City within ten (10) days and reinstate the aggregates required,
(b) Unlimited defense costs in excess of policy limits,
(c) Contractual liability covering the indemnification provisions of this Agreement,
(d) A severability of interests provision,

(e) Waiver of exclusion for lawsuits by one insured against another

(f) A provision that coverage is primary and

(g) A provision that coverage is non-contributory with other coverage or self-insurance provided by the City

(2) For all general liability, if the policy is a claims-made policy then the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City whichever is earlier

10. INDEMNIFICATION

a The Contractor shall indemnify, defend, release and hold harmless the City, including its elected and appointed officials, employees and agents, against (1) any and all damages, including loss of use, to property, including City property, (2) injuries to or death of any person or persons (including officers, agents and employees of the City), and (3) any and all claims, demands, suits, causes of action, liabilities, fines, penalties costs, expenses, or proceedings of any kind or nature, including workers' compensation claims, of or by anyone, regardless of the legal theory(ies) upon which premised, in any way resulting from, relating to, or arising out of, directly or indirectly, the acts or omissions of the Contractor or those performing under it in connection with its operations or performance under the Agreement or its use or occupancy of real or use of personal property hereunder, including acts or omissions of affiliates, agents, officers employees contractors, representatives, invitees, or licensees of the Contractor or its sub-contractors, subcontractors, or other entities performing under it in connection with its operations or performance under the Agreement The Contractor's indemnity obligation do not apply to liability or damages proximately caused by the sole negligence of the City s officers, agents and employees

b These indemnity obligations cover the City's defense costs should the City, in its sole discretion elect to provide its own defense The City retains the right to approve counsel if any, selected by the Contractor to fulfill the foregoing indemnity obligation, which right of approval will not be unreasonably withheld

c. The indemnity obligation includes litigation fees and expenses, including court filing fees, court costs, arbitration fees or costs, witness fees, and all other fees and costs of investigating and defending or asserting any claim for indemnification under the Agreement, including in each case, attorneys' fees other professionals' fees and disbursements

d Insurance coverage requirements specified in the Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection in the performance of the Agreement

e The Contractor shall not be liable for any loss, damage of delay, cause directly or indirectly by embargoes strikes lockouts, work interruptions, or other labor dispute, fire, theft, flood, or by any cause beyond Contractor's control Neither party shall be liable to the other party for incidental special or consequential damages Notwithstanding any other provision of

this Agreement it is the intent of the parties that each party shall only be liable for damages caused by its own negligent acts

11 CITY INFORMATION:

a The Contractor acknowledges and accepts that in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties The Contractor agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Contractor by the City Such Proprietary Data may be in hardcopy, printed, digital or electronic format

b Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense assign lease release publish, post on the internet, transfer sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement The Contractor further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement The Contractor further agrees not to disclose or distribute to any other party, in whole or in part the Proprietary Data or confidential information without written authorization from the Manager

c. The Contractor acknowledges and understands that the Proprietary Data may not be completely free of errors The Proprietary Data should be used for reference only and should not be relied upon in any other way, and the Contractor is hereby advised to independently verify all work performed in reliance upon the Proprietary Data

d The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at lease as strict as those contained in this Agreement

e Notwithstanding any other provision of this Agreement the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever and without representation, warranty or guarantee, including but not in any manner limited to, fitness merchantability or the accuracy and completeness of the Proprietary Data or confidential information The Contractor is hereby advised to verify its work The City assumes no liability for any errors or omissions herein Specifically the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues loss of use of data,

the costs of recovering such programs or data, the cost of any substitute program claims by third parties or for similar costs If discrepancies are found, the Contractor agrees to contact the City immediately

12. **COLORADO GOVERNMENTAL IMMUNITY ACT** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C R S § 24-10-101, *et seq*

13 **TAXES, CHARGES AND PENALTIES** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D R M C. § 20-107, *et seq* The Contractor shall promptly pay when due all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property, including to land, facilities, improvements, or equipment

14. **ASSIGNMENT; SUBCONTRACTING** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Manager's prior written consent Any attempt by the Contractor to assign its rights or obligations or subcontract performance obligations without the Manager's prior written consent will be void and, at the Manager's option, automatically terminates the Agreement The Manager has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement In the event of any subcontracting or unauthorized assignment, (i) the Contractor shall remain responsible to the City and (ii) it shall not create a contractual relationship between the City and sub-contractor or subcontractor or assignee

15. **INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement

16. **NO THIRD PARTY BENEFICIARY** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only

17. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D R M C

18. SEVERABILITY Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid illegal or unenforceable the validity of the remaining portions or provisions will not be affected if the intent of the parties can be fulfilled

19. CONFLICT OF INTEREST

a No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement, and the Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D R M C §2-51, et seq or the Charter §§ 1 2 8, 1 2 9, and 1 2 12

b The Contractor shall not engage in any transaction activity or conduct that would result in a conflict of interest under the Agreement The Contractor represents that it has disclosed any and all current or potential conflicts of interest A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement in conflict with those of the City The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict

20. NOTICES Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Manager of Purchasing
201 West Colfax Avenue, Dept 304
Denver, Colorado 80202
(Invoices shall be sent directly to individual agencies as specified in Exhibit A)

With a copy of any such notice to

Attn Steve Hahn
Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery, notices sent by certified mail are effective upon receipt, and notices sent by mail are effective upon deposit with the US Postal Service The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered, however, these substitutions will not become effective until actual receipt of written notification

21 **NO DISCRIMINATION IN EMPLOYMENT** In connection with the performance of work under the Agreement the Contractor may not refuse to hire discharge promote or demote or discriminate in matters of compensation against any person otherwise qualified, solely because of race color religion national origin gender age military status, sexual orientation, gender variance marital status or physical or mental disability The Contractor shall insert the foregoing provision in all subcontracts hereunder

22. **COMPLIANCE WITH ALL LAWS** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the Charter ordinances, rules, regulations and Executive Orders of the City and County of Denver

23. **LEGAL AUTHORITY** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement

24. **NO CONSTRUCTION AGAINST DRAFTING PARTY** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party

25. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement No prior or contemporaneous addition deletion, or other modification has any force or effect, unless embodied in the Agreement in writing No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns

26. **WARRANTY:** Contractor represents and warrants that it possesses the legal authority pursuant to any proper, appropriate and official motion resolution or action passed or taken, to enter into this Agreement Each person signing and executing this Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of this Agreement The City shall have the right in its sole discretion to either temporarily suspend or permanently terminate this Agreement if there is a

dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement

27 **ORDER OF PRECEDENCE** In the event of any conflicts between the language of the Agreement and the exhibits the language of the Agreement controls

28. **INTELLECTUAL PROPERTY RIGHTS** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets manuals references, guides, brochures, advertisements, music, sketches, plans, drawings, prints photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City The Contractor shall disclose all such items to the City To the extent permitted by the U S Copyright Act, 17 USC § 101, et seq , the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent trademark and other intellectual property rights in perpetuity

29. **SURVIVAL OF CERTAIN PROVISIONS** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period

30. **ADVERTISING AND PUBLIC DISCLOSURE** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City The Contractor shall notify the Manager in advance of the date and time of any presentation Nothing in this provision precludes the transmittal of any information to officials of the City, including the Mayor, the Manager City Council or the Auditor

31. **CITY EXECUTION OF AGREEMENT** The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council

32. **COUNTERPARTS OF THE AGREEMENT** The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument

33. **DISPUTES:** All disputes between the City and Contractor regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D R M C § 56-106(b) et seq For the purposes of that procedure the City official rendering a final determination shall be the Manager

34. **GOVERNING LAW; VENUE.** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District

35. **PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

a The Agreement is subject to Article 17 5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Contractor is liable for any violations as provided in the Certification Statute

b The Contractor certifies by signing this Agreement that, at the time of the execution of the Agreement, the Contractor does not knowingly employ or contract with an illegal alien and that it has participated or attempted to participate in the basic pilot program ('Basic Pilot Employment Verification Program" "Basic Pilot Program" or "BPP"), as defined in § 8-17 5-101(1) C R S in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

c The Contractor shall also comply with the following provisions

i. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement

ii It shall not enter into a contract with a sub-contractor or subcontractor that fails to certify to the Contractor that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement

iii It has confirmed or attempted to confirm the employment of all employees who are newly hired for employment in the United States through participation in the BPP, and that if it is not accepted into the BPP prior to entering into the Agreement, it shall apply to participate in the BPP every three months until it is accepted into the BPP or the Agreement has been terminated, whichever occurs first

iv It is prohibited from using BPP procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement

v If it obtains actual knowledge that a sub-contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-contractor or subcontractor and the City within three days The Contractor will also then terminate such sub-contractor or subcontractor if within three days

after such notice the sub-contractor or subcontractor does not stop employing or contracting with the illegal alien unless during such three day period the sub-contractor or subcontractor provides information to establish that the sub-contractor or subcontractor has not knowingly employed or contracted with an illegal alien

vi It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17 5-102(5) C R S

36. NATIONAL PRICING WITH US COMMUNITIES

Pricing for US Communities is found at Exhibit C

(BALANCE OF PAGE BLANK)

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above

ATTEST:

By _____
STEPHANIE Y O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER:

By _____
JOHN HICKENLOOPER-M A Y O R

RECOMMENDED AND APPROVED:

By _____
Director of Purchasing

APPROVED AS TO FORM:

DAVID R FINE, Attorney for the
City and County of Denver

By _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control No PC 94002

By _____
Auditor

"CITY"

ATTEST: (If required by Corporate procedures)

By _____

Title CONTRACT ANALYST

KONE, INC.
Taxpayer (IRS) I D No 36-2357423

By _____

Name Dennis Viehweg
(please print)

Title Senior Vice President West Region

Kone Inc Contract No. 40083478
"CONTRACTOR"
December 12, 2008

Exhibits A through D Attached

Scope of work
Exhibit A

1 GENERAL CONDITIONS

A PROTECTION OF PROPERTY The Contractor shall assume full responsibility and expense for the protection of all public and private property, structures, watermains, sewers, utilities, etc , both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith The Contractor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities

B METHODS OF OPERATION Construction work started by the Contractor on any unit of his/her contract must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time The Contractor shall organize to do this construction eight hours per day from Monday to Friday inclusive in each week, excluding legal holidays

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications

Premises shall be kept clean and neat Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site Disposal of Contractor's waste materials in the City's containers is prohibited unless prior permission has been granted

C OSHA GUIDELINES The Contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act

For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise and compel his/her employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel

All ladders scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition All such equipment shall be moved onto the areas where they are required placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety

to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel

D REPAIR AND REPLACEMENT All repair and/or replacement items provided by Contractor shall be equal in all respects to original equipment and completely interchangeable

E WARRANTY GUARANTEE The Contractor warrants and guarantees to the City and County of Denver that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials The Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor's expense and at no expense to the City and County of Denver any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within twelve (12) months after date of receipt by the City and County of Denver within ten (10) business days after receipt of notification of such defect(s)

F DEFECTIVE MATERIAL The successful Contractor shall agree to accept, for full credit and return shipping charges the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose Merchandise so designated shall be replaced at the full expense of the Contractor within seven (7) calendar days

G BRAND AND/OR TRADE NAMES Each Contractor shall agree to furnish the proposed services, equipment or materials that are called for on the face of this proposal in strict accordance with the conditions, requirements and specifications of this invitation to propose In the event the City includes trade names as a part of the work description of any item, any participating Contractor may submit quotations on other trade-named products, providing they are equivalent, unless the wording "no substitute" is indicated When the description includes the wording "no substitute" in addition to the trade name, quotations of price will be accepted only on the trade-named product indicated All disputes concerning grades and quality of merchandise or work shall be determined by the Director of Purchasing or his/her authorized representative

H Brand Names Where a manufacturer's brand name of merchandise is given in this proposal, it does not mean to construe or imply an endorsement by the City and County of Denver of this brand only, but is used as a norm of quality, type, etc

II. TECHNICAL REQUIREMENTS: THE FOLLOWING SPECIFICATIONS SHALL APPLY TO ALL ITEMS

A Under this contract the Contractor shall maintain the elevator equipment herein described on the following terms and conditions

(i) The Contractor and elevator mechanics shall be licensed by the State of Colorado As required by the Elevator and Escalator Certification Act

(ii) The Contractor shall use only Journeyman Elevator Mechanics, trained in maintaining the makes and models of the elevators to be maintained supervised and directly employed by the Contractor and shall use reasonable care to see that the equipment is maintained as set forth herein

(iii) Contractor shall use a well-stocked service truck for all service calls
Price quoted shall include

(iv) All required safety and pressure tests, per the requirements of ASME A17 1 and A17 3 as adopted by the State of Colorado and following all city, state and federal regulations as required by law including but not limited to the monthly, yearly and 5-year tests

(v) All labor and parts except those caused by City's negligence, City's misuse, vandalism, power surges, Acts of God, changes in design and construction mandated by changes in law, code or obsolescence of equipment

III. REGULAR MAINTENANCE SERVICES FROM CONTRACTOR

A. Service Category 1-See location in Exhibit B for regularity of service

The following shall be completed by the Contractor.

- See customer representative Contact starter and operator Sign In
- Ride car observing operation of doors, gates, signals starting stopping and unusual noises
- Check condition of car top and pit Clean as necessary
- Inspect all equipment in machine room Clean, lubricate and adjust as required
- Clean brushes and holders, commutators and undercutting as required
- Check controller and selector contacts and leads Clean, adjust or replace as required
- If rails are lubricated, check lubrication
- Cleaning and lubricating as required
- Adjust replace or repair all components

B. Service Category 2-See location in Exhibit B for regularity of service

- The Contractor shall examine adjust lubricate and if conditions warrant unless specifically excluded under the exclusions paragraph repair or replace the

- Machine including worm gear thrust bearings drive sheave sheave shaft bearings brake coil brake linings and components

- Pump Unit including pump V-belts, strainers, silencers, springs and gaskets

- Motor including motor windings, bearings, rotating element, commutators, brushes and brush holders, contacts, relays, resistors, packing

- Motor Generator including windings, bearings, rotating element, commutators, brushes and brush holders

- Jack Unit including guide bearing, packing and packing gland

- Controller including relays, resistors, contacts, coils, leads, transformers, fuses timing devices and solid state components

- Valves including relief valve, pilot, lowering, leveling and checking valves or any of the parts thereof

- Dispatching Equipment including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices, solid state components and car and operation stations

- Selector including electrical or mechanical drive components, cams contacts relays, resistors leads transformers and solid state components

- Governor including sheave bearings, shafts contacts and governor jaws

- Car including power door operator, door protective devices, car fan, car door hangers, car door contact, load weighing equipment, car safety devices and car guide shoes

- Hoistway including deflector sheave secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks hoistway door hangers and gibs and auxiliary closer

- Accessory Equipment if specifically included in this Agreement in Exhibit B, all accessory elevator equipment installed prior to commencement of this contract

- Fixtures car and hall button stations, master indicator control panels, all signal fixtures including contacts buttons, key switches and locks, lamps and sockets

- Furnish lubricants compounded to specifications and selected to give the best performance

- Furnish and maintain hydraulic fluid at proper operating level

- Wire ropes Shall be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes

C. **General Conditions of Service**

(i) 24 hr day/7 day week emergency services (No charge shall be made for this service except overtime premium paid to workers outside M-F/8-5 hours, not marked up, which may be billed to the City if such service is authorized, because normal preventive maintenance will forestall emergency calls However, in case of vandalism or other cause beyond control of Contractor, Contractor may charge under "Change Order Provisions" Contractor shall respond within one (1) hour to calls for emergency service when any elevator is not operating or operating improperly

(ii) Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Contractor

(iii) Contractor shall provide copies of all service tickets, initialed and checked Maintenance Report forms to using agency with invoice which may be done monthly and on-line as available

(iv) Contractor shall maintain in the elevator machine room all elevator maintenance records in accordance with the requirements of ASME A17 1, 2004, Item 8 6 1 4

(v) Contractor shall provide all labor, materials, supplies, services and equipment necessary to do the work

(vi) Contractor shall take own measurements and takeoffs and shall be responsible for same

(vii) Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City Documentation shall include all programming changes and modifications to protect the reliability of the documentation

(viii) Any wiring changes shall be to point of origination and not spliced Wiring diagrams shall be maintained in accordance with the requirements of ASME A17 1 2004, Item 8 6 1 6 3

(ix) Contractor shall maintain all equipment in safe condition at all times Contractor shall recommend any changes necessary to maintain this state

(x) All proposals shall include phone programming where applicable and 24 hour phone monitoring as required by federal, state and local regulations The proposed price shall include any monitoring charges

(xi) The City reserves the right to obtain parts and/or service from another contractor able to provide immediately on any elevator which Contractor cannot return to service immediately for lack of appropriate equipment or parts The City may charge back other contractor s regular and ordinary charge to Contractor Time is of the essence for performance

(xii) In addition to all of the above specifications any and all items in the manufacturer s literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines

IV. ROUTINE MAINTENANCE FOR ESCALATORS AND POWER WALKS

A DAILY· Examine running unit check for handrail damage, check handrail drive clean and adjust as necessary, check operation of stop buttons, handrail inlet switches, key start switches, and upper and lower skirt switches, check trim, inner panels, skirts for loose fastenings, correct/replace as required, check for broken comb segments, step treads or risers, replace as required, apply skirt lubrication, check lower station movement, spring length, and chain switch

B SEMI MONTHLY Check and clean controller, check ring gear oil level (add as required), lubricate handrail drive chains, glass balustrade, and step chains, clean upper and lower end pits

C. MONTHLY Check operation of upper and lower access cover, inspection, and pit switches, check gearbox oil, clean breather

D QUARTERLY Service non-reversing device clean inside of handrail, clean guide as required, check handrail speed sensor check brake operation and adjust if required, check motor couplings and grommets, check missing step detector and comb impact-trip force

E SEMI ANNUALLY Lubricate upper station main bearings (4), lubricate handrail (drive) sheave bearings (if applicable), lubricate lower station bearings (2)

F ANNUALLY Adjust novatex boards, replace if required check operation of broken step, out of level, and step up-thrust switches change ring gear oil, clean lower end pans up through 30 degree area, clean pans and tracks of upper and lower truss, lubricate drive motor (maximum 5 pumps), change gear box oil, clean breather

EXHIBIT B PC94002
KONE ELEVATOR

PROPOSAL ITEM No 5: Communications Center

Location. Communications Center, 950 Josephine

- Elevator One (1) Traction Elevator
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract
- Agency Contact Kevin O'Neil, 720-865-7525

Invoice City and County of Denver, Facilities Planning and Management, 201 W Colfax Ave Department 904, Denver, CO 80202 Invoices to be submitted AFTER service have been rendered

Net Monthly Charge $100 00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here – City will calculate)

PROPOSAL ITEM No. 6: Family Crisis Center

Location Family Crisis Center 2929 W 10th Ave

- Elevator One (1) Hydraulic Elevator
- Service Category 1 Monthly
- Service Category 2 Monthly
- Elevator Model OTIS Hydraulic S/N 460458, AAA21241U
- Service to start Date of fully signed contract

Agency Contact Bill Luetzen, 303-944-1406

Invoice: City and County of Denver, Facilities Planning and Management, 201 W Colfax Ave, Department 904, Denver, CO 80202 Invoices to be submitted AFTER service has been rendered

Net Monthly Charge $100.00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY$ 123.80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here – City will calculate)

PROPOSAL ITEM No 7: Roslyn Fleet Maintenance Building

Location Roslyn Fleet Maintenance Building 5440 Roslyn Building C

- Elevator One (1) Freight Elevator
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract

Agency Contact Agency Contact Candace Lothian 720-865-7505, 303-640-3857 or Dan Conway #303-880-8502 or Lynn Norwood, 303-513-6069

Invoice: City and County of Denver, Facilities Planning and Management, 201 West Colfax Department 904, Denver, CO

Invoices to be submitted AFTER service has been rendered

Net Monthly Charge $100 00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here - City will calculate)

PROPOSAL ITEM No. 10 Red Rocks Visitors Center

Location Red Rocks Visitor Center 18300 Visitor Center Drive

- Elevator One (1) Elevator 3 Landings, One Gillespie Elevator
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract
- Elevator Type and Model Number MCE, D36071
- Elevator Type and Model Number Gillespie, D36072

Special provisions This venue is approximately 30 minutes from downtown Denver and may require emergency service during off hours

Agency Contact: Tad Bowman at 303-295-4001 or Joe Davis at 303-295-4002
Invoice Joe Davis, Denver Coliseum, 4600 Humboldt St Denver, CO 80216

Net Monthly Charge $90.00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123.80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here – City will calculate)

PROPOSAL ITEM No 11: Police District 1

Location Police District 1 1311 W 46th Avenue

- Elevator One (1) Hydraulic 2 Landing
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract
- Elevator Type and Model Number OTIS

Agency Contact Kevin O'Neil, 720-865-7525

Invoice City and County of Denver Facilities Planning and Management, 201 W Colfax Ave , Department 904, Denver CO 80202, invoices to be submitted AFTER services rendered

Net Monthly Charge $100 00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here – City will calculate)

PROPOSAL ITEM No 12: Roslyn Administration Building 5

Location: Roslyn Administration Building 5 5440 Roslyn, Building 5

- Elevator One (1) Traction Elevator
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract

Agency Contact Agency Contact Candace Lothian 720-865-7505, 303-640-3857 or Dan Conway #303-880-8502 or Lynn Norwood, 303-513-6069

Invoice: City and County of Denver, Facilities Planning and Management, 201 West Colfax , Department 904, Denver, CO

Invoices to be submitted AFTER service has been rendered

Net Monthly Charge $100 00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here – City will calculate)

PROPOSAL ITEM No. 13 Denver Social Service Building

Location Denver Social Services Building 1200 Federal Blvd

- Elevator Five (5) Traction Elevators and One (1) Hydraulic
- Service Category 1 Monthly
- Service Category 2 Monthly
- Elevator Models Dover model DMC and Dover model T-IV/M
- Service to start Date of fully signed contract

Special provisions Waiting over 15 minutes for access after appointment time will be subject to charge at change order rate

Agency Contact Bill Luetzen 720-944-1406

Invoice: City and County of Denver, Facilities Planning and Management, 201 W Colfax Ave, Department 904, Denver, CO 80202 Invoices to be submitted AFTER service have been rendered

Net Monthly Charge $1250.00

Awards to be based on one year service plus 40 hours and $500 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123.80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here - City will calculate)

PROPOSAL ITEM No. 16A. Denver Performing Arts Complex (Boettcher Hall)

Location Boettcher Concert Hall 950 13th Street 80204

- Elevator (3) Hydraulic Elevators, (5) Landings
- Elevator (1) Freight Elevator, (2) Landings
- Elevator (2) Pit Lifts Elevators (2) Landings
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract

Special provisions Waiting over 15 minutes for access after appointment time will be subject to charge at change order rate

Agency Contact Gil Villegas at 303-640-5062

Invoice: Elizabeth Miller, Denver Performing Arts Complex, 950 13th Street, 80204

Net Monthly Charge $510 00

Awards to be based on one year service plus 20 hours and $500 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here - City will calculate)

PROPOSAL ITEM No. 16B: Denver Performing Arts Complex (Buell Theatre)

Location: Buell Theatre 950 13th Street 80204

- Elevator (2) Hydraulic Elevators (5) Landings,
- Elevator (1) Freight Elevators (3) Landings,
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract

Special provisions: Waiting over 15 minutes for access after appointment time will be subject to charge at change order rate

Agency Contact Gil Villegas at 303-640-5062

Invoice: Elizabeth Miller Denver Performing Arts Complex, 950 13th Street, 80204

Net Monthly Charge $270 00

Awards to be based on one year service plus 20 hours and $500 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here – City will calculate)

PROPOSAL ITEM No. 17. Five Parks and Recreation Centers

Locations: Five Parks and Recreation Centers

- Davis Recreation Center, 3334 Holly Street (303-331-4006)
- Community Recreation Center (also known as Special Needs Center)1849 Emerson Street (303-839-4800)
- Montbello Recreation Center, 15555 E 53rd Ave, 303-373-8710
- Rude Recreation Center 2855 W Holden Place, (303-572-4795)
- 20th Street Recreation Center, 1011 20th Street (303-295-4430)

- Elevator Five (5) Elevators (One at each location)
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract

Agency Contact: Sid Schwarz, 303-880-6678

Invoice Sid Schwarz, Parks and Recreation

Special provisions Davis, Montbello and Rude Rec centers have 2 landings Community and 20th Street Rec centers have 3 landings Down time on any elevator shall not exceed two (2) business days

Net Monthly Charge $500 00

Awards to be based on one year service plus 40 hours and $500 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here - City will calculate)

PROPOSAL ITEM No 18 Five Points Community Center

Location Five Points Community Center 2855 Tremont Place

- Elevator One hydraulic passenger elevator
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract
- Elevator Type and Model Number One Otis plunger electric passenger elevator S/N 345305, Controller type HVP 2000
- Special provisions None

Agency Contact Bill Luetzen, 720-944-1406

Invoice City and County of Denver, Facilities Planning and Management, 201 W Colfax Ave , Department 904, Denver, CO 80202, invoices to be submitted AFTER services rendered

Net Monthly Charge $100 00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here - City will calculate)

PROPOSAL ITEM No 19 Denver Fire Department Headquarters

Location Denver Fire Department Headquarters 745 W Colfax Ave

- Elevator One (1) Hydraulic Elevator Three (3) Landings
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract

Special provisions Waiting over 15 minutes for access after appointment time will be subject to charge at change order rate

Agency Contact Marty Johnson at 720-913-3422

Invoice: Marty Johnson 745 W Colfax Ave

Net Monthly Charge $100 00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____
(Make no entry here – City will calculate)

PROPOSAL ITEM No. 20 City and County Building

Location City & County Building 1460 Cherokee Street

- Elevator Type and Model Number Four (4) Otis Traction Elevators with MCE Controllers
- Main Controller/computer for passenger elevators #1 through #4
- Type MCE Controller/VVMC-Group M3
- S/N 108845
- Date 9/29/04
- #1 Motor
  - Model # 18ATF
  - S/N AD027698
  - Controller
    - Model #IMC-AC
    - S/N 3108844
- #2 Motor
  - Model # 18ATF
  - S/N AD028817
  - Controller
    - Model #IMC-AC
    - S/N 3108843
- #3 Motor
  - Model # 18ATF
  - S/N AD028816
  - Controller
    - Model #IMC-AC
    - S/N 3108842
- #4 Motor
  - Model # 18ATF
  - S/N AD096983
  - Controller
    - Model #IMC-AC
    - S/N 3108841

- Sheriffs Elevator One (1) Otis Traction Elevators with MCE Controllers
  - Main Controller/computer for passenger elevator #5
  - Type MCE Controller/IMC-AC
  - S/N 3201890
  - Date 9/29/04
  - #5 Motor/REULAND
    - Model # N/A
    - S/N 05-5086A-1

- Elevator One (1) freight elevator
  - Service Category 1 Monthly
  - Service Category 2 Monthly
  - Service to start Date of fully signed contract
  - Elevator Type and Model Number One Otis Electric Freight Elevator, S/N 146908

PROPOSAL ITEM No. 20. City and County Building

- Two (2) 1/2 floor Handicap lifts one in Courtroom 100K and one in Courtroom 186L
  - Courtroom 100K
  - Manufacturer American Stair-Glide Corporation
    - Model Porch-Lift Wheelchair Lift
    - Manufacture Date 12/88
    - S/N C1288 WL S72 15275BR
    - Rating 115V 60HZ 1/3 HP

  - Courtroom 186L
  - Manufacturer American Stair-Glide Corporation
    - Model Porch-Lift Wheelchair Lift
    - Manufacture Date 12/88
    - S/N C1288 WL S72 15276BR
    - Rating 115V 60HZ 1/3 HP

Agency Contact: Stephen Sholler, 720-865-7527

Invoice: City and County of Denver Facilities Planning and Management, 201 W Colfax Ave Department 904, Denver, CO 80202, invoices to be submitted AFTER services rendered

Net Monthly Charge $1370.00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123.80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____

(Make no entry here – City will calculate)

PROPOSAL ITEM No 21: Police District 2

Location: Police District 2 3921 Holly Street

- Elevator One (1) Hydraulic 2 Landing
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract
- Elevator Type and Model Number Schindler

Agency Contact: Kevin O'Neil, 720-865-7525

Invoice: City and County of Denver, Facilities Planning and Management, 201 W Colfax Ave , Department 904, Denver, CO 80202, invoices to be submitted AFTER services rendered

Net Monthly Charge $90 00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____

PROPOSAL ITEM No 22 Police District 3

Location Police District 3, 1625 S University Blvd

- Elevator One (1) Hydraulic 2 Landings
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract
- Elevator Type and Model Number Schindler

Agency Contact: Kevin O'Neil, 720-865-7525

Invoice: City and County of Denver, Facilities Planning and Management, 201 W Colfax Ave , Department 904, Denver, CO 80202, invoices to be submitted AFTER services rendered

Net Monthly Charge $90 00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up, but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____

(Make no entry here – City will calculate)

PROPOSAL ITEM No. 24: Wellington E Webb Municipal Office Building.

Location: Wellington E Webb Municipal Office Building 201 W Colfax Ave

- Elevator Fifteen (15) Total Ten (10) Gearless Four (4) Hydraulic and One (1) Freight
- Service Category 1 Monthly
- Service Category 2 Monthly
- Service to start Date of fully signed contract
- Elevator Type and Model Number Manufacturer is ThyssenKrupp Models TAC50, and DMC

Agency Contact: Suzi Latona, 720-913-0790

Invoice: City and County of Denver Facilities Planning and Management, 201 W Colfax Ave , Department 904, Denver CO 80202, invoices to be submitted AFTER services rendered

Net Monthly Charge $3645 00

Awards to be based on one year service plus 5 hours and $200 materials cost plus mark-up but payment will be based on work ordered and satisfactorily completed

HOURLY RATE FOR JOURNEYMAN ELEVATOR MECHANIC TO BE CHARGED TO THE CITY $123 80

MARKUP ON MATERIALS COST Less 10% from published list pricing

TOTAL AWARD BASIS_____

(Make no entry here – City will calculate)

EXHIBIT C
NATIONAL PRICING

PROPOSAL ITEM No 27: National Percentage Mark-Up for Materials and Parts

IUEC LOCAL UNION NO	CITY/CITIES	PERCENTAGE MARK-UP FOR REQUIRED MATERIALS AND PARTS
2	Chicago IL	10% profit 15% overhead from list
3	St Louis, MO & Evansville IN	10% profit 15% overhead from list
4	Boston MA & Portland, ME	10% profit 15% overhead from list
5	Philadelphia PA	10% profit 15% overhead from list
6	Pittsburgh/Erie/Wheeling	10% profit 15% overhead from list
7	Baltimore MD	10% profit 15% overhead from list
8	San Francisco CA	10% profit 15% overhead from list
9	Minneapolis/Duluth MN	10% profit 15% overhead from list
10	Washington, D C	10% profit 15% overhead from list
11	Cincinnati OH	10% profit 15% overhead from list
12	Kansas City MO & Wichita KS	10% profit 15% overhead from list
14	Buffalo NY	10% profit 15% overhead from list
15	Milwaukee/Green Bay WI	10% profit 15% overhead from list
16	New Orleans LA/Jackson, MS	10% profit 15% overhead from list
17	Cleveland OH	10% profit 15% overhead from list
18	Los Angeles CA/Las Vegas NV	10% profit 15% overhead from list
19	Seattle WA Spokane WA & Billings MT	10% profit 15% overhead from list
19	Anchorage Alaska	10% profit 15% overhead from list
20	Louisville KY	10% profit 15% overhead from list
21	Dallas/Ft Worth TX	10% profit 15% overhead from list
23	Portland OR	10% profit 15% overhead from list
24	Birmingham AL	10% profit 15% overhead from list
25	Denver CO	10% profit 15% overhead from list
27	Rochester NY	10% profit 15% overhead from list
28	Omaha NE	10% profit 15% overhead from list
30	Memphis TN	10% profit 15% overhead from list
31	Houston TX	10% profit 15% overhead from list
32	Atlanta/Savannah GA	10% profit 15% overhead from list
33	Des Moines/Cedar Rapids/Sioux City IA & Rock Island IL	10% profit 15% overhead from list
34	Indianapolis IN	10% profit 15% overhead from list
35	Albany/Utica NY	10% profit 15% overhead from list
36	Detroit MI	10% profit 15% overhead from list

IUEC LOCAL UNION NO	CITY/CITIES	PERCENTAGE MARK UP FOR REQUIRED MATERIALS AND PARTS
37	Columbus OH	10% profit 15% overhead from list
38	Salt Lake City UT	10% profit 15% overhead from list
39	Providence RI	10% profit 15% overhead from list
41	Springfield/Worcester MA	10% profit 15% overhead from list
44	Toledo OH/Fort Wayne IN & South Bend IN	10% profit 15% overhead from list
45	Akron/Youngstown OH	10% profit 15% overhead from list
48	Charleston/Huntington WV	10% profit 15% overhead from list
49	Jacksonville FL	10% profit 15% overhead from list
51	Richmond/Roanoke VA	10% profit 15% overhead from list
52	Norfolk VA	10% profit 15% overhead from list
55	Peoria IL & Springfield IL	10% profit 15% overhead from list
59	Harrisburg PA	10% profit 15% overhead from list
62	Syracuse/Binghamton NY	10% profit 15% overhead from list
63	Oklahoma City OK	10% profit 15% overhead from list
71	Miami FL	10% profit 15% overhead from list
74	Tampa FL	10% profit 15% overhead from list
79	Little Rock AR & Shreveport LA	10% profit 15% overhead from list
80	Greensboro/Raleigh-Durham NC	10% profit 15% overhead from list
81	San Antonio TX	10% profit 15% overhead from list
83	Tulsa OK	10% profit 15% overhead from list
84	Reading/Allentown/Scranton/Wilkes Barre PA	10% profit 15% overhead from list
85	Lansing MI	10% profit 15% overhead from list
91	New Haven CT	10% profit 15% overhead from list
93	Nashville/Chattanooga TN	10% profit 15% overhead from list
93	Knoxville TN (Formerly Local No 64)	10% profit 15% overhead from list
124	Mobile AL	10% profit 15% overhead from list
126	Honolulu HI	10% profit 15% overhead from list
131	Albuquerque NM/El Paso TX	10% profit 15% overhead from list
132	Madison WI & Rockford IL	10% profit 15% overhead from list
133	Austin TX	10% profit 15% overhead from list
135	Charlotte NC/Columbia SC	10% profit 15% overhead from list
138	Poughkeepsie NY	10% profit 15% overhead from list
139	Orlando FL	10% profit 15% overhead from list
140	Phoenix Tucson AZ	10% profit 15% overhead from list

28 National Regular Maintenance Service

Provide repair service of elevators, dumbwaiters, handicap lifts, and escalators for all brands, such as Kone, Montgomery, Otis, Schondler, Thyssen Krupp, Dover, Serge Monthgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others

IUEC LOCAL UNION NO	CITY/CITIES	LICENSED ELEVATOR MECHANIC (RWH)	LICENSED ELEVATOR MECHANIC (OT)	ELEVATOR MECHANIC HELPER (RWH)	ELEVATOR MECHANIC HELPER (OT)
2	Chicago IL	$176 92	$266 52	$146 60	$218 28
3	St Louis, MO & Evansville IN	$166 26	$248 54	$138 26	$204 08
4	Boston MA & Portland ME	$180 48	$273 44	$149 38	$223 74
5	Philadelphia PA	$190 88	$287 22	$157 76	$234 82
6	Pittsburgh/Erie/Wheeling	$170 48	$255 36	$141 66	$209 58
7	Baltimore MD	$151 36	$224 42	$126 42	$184 88
8	San Francisco CA	$214 68	$327 62	$176 52	$266 86
9	Minneapolis/Duluth, MN	$158 40	$234 76	$131 98	$193 06
10	Washington D C	$153 38	$228 14	$128 08	$187 90
11	Cincinnati OH	$146 50	$216 50	$122 56	$178 56
12	Kansas City MO & Wichita KS	$167 64	$251 26	$139 40	$206 30
14	Buffalo NY	No Coverage	No Coverage	No Coverage	No Coverage
15	Milwaukee/Green Bay WI	$168 78	$254 18	$140 28	$208 62
16	New Orleans, LA/Jackson MS	$147 34	$216 70	$123 38	$178 88
17	Cleveland OH	$159 92	$238 22	$133 16	$195 80
18	Los Angeles CA/Las Vegas NV	$188 62	$285 88	$155 98	$233 80
19	Seattle WA Spokane WA & Billings MT	$166 52	$250 86	$138 36	$205 82
19	Anchorage Alaska	No Coverage	No Coverage	No Coverage	No Coverage
20	Louisville KY	$149 02	$221 06	$124 60	$182 24
21	Dallas/Ft Worth TX	$143 92	$213 26	$120 64	$176 10
23	Portland OR	$179 22	$271 38	$148 50	$222 24
24	Birmingham AL	$142 96	$209 06	$119 88	$172 76
25	Denver, CO	$148 14	$218 66	$123 90	$180 32
27	Rochester NY	No Coverage	No Coverage	No Coverage	No Coverage
28	Omaha NE	$141 90	$210 42	$118 92	$173 74
30	Memphis TN	$149 92	$222 60	$125 40	$183 56
31	Houston TX	$145 68	$215 94	$122 00	$178 22
32	Atlanta/Savannah GA	$144 48	$214 08	$121 06	$176 76
33	Des Moines/Cedar Rapids/Sioux City IA & Rock Island IL	$152 70	$226 20	$127 56	$186 36
34	Indianapolis IN	$150 70	$224 44	$125 86	$184 86
35	Albany/Utica NY	$156 76	$232 66	$130 76	$191 48
36	Detroit MI	$173 90	$261 84	$144 32	$214 68
37	Columbus OH	$147 30	$217 86	$123 20	$179 66
38	Salt Lake City UT	$144 86	$215 42	$121 30	$177 74
39	Providence RI	$164 62	$245 48	$136 90	$201 60

IUEC LOCAL UNION NO	CITY/CITIES	LICENSED ELEVATOR MECHANIC (RWH)	LICENSED ELEVATOR MECHANIC (OT)	ELEVATOR MECHANIC HELPER (RWH)	ELEVATOR MECHANIC HELPER (OT)
41	Springfield/Worcester, MA	$180 48	$273 44	$149 38	$223 74
44	Toledo, OH, Fort Wayne, IN & South Bend, IN	$155 12	$231 62	$129 36	$190 56
45	Akron/Youngstown, OH	$154 26	$229 06	$128 70	$188 52
48	Charleston/Huntington, WV	$155 10	$227 36	$129 42	$187 22
49	Jacksonville, FL	$137 06	$199 72	$115 16	$165 28
51	Richmond/Roanoke, VA	$138 66	$205 48	$116 42	$169 88
52	Norfolk, VA	$140 08	$207 80	$117 56	$171 72
55	Peoria, IL & Springfield, IL	$161 66	$241 10	$134 62	$198 16
59	Harrisburg, PA	$170 68	$207 80	$141 88	$209 80
62	Syracuse/Binghamton, NY	$156 76	$232 66	$130 76	$191 48
63	Oklahoma City, OK	$137 10	$201 72	$115.18	$166 88
71	Miami, FL	$152 86	$263 44	$127 68	$185 86
74	Tampa, FL	$148 78	$219 48	$124 52	$181 08
79	Little Rock, AR & Shreveport, LA	$146 74	$219 14	$122 88	$180 80
80	Greensboro/Raleigh-Durham, NC	$140 76	$207 52	$118 12	$171 52
81	San Antonio, TX	$150 76	$225 00	$126 12	$185 52
83	Tulsa, OK	$134 30	$196 92	$112 94	$163 04
84	Reading/Allentown/Scranton/Wilkes Barre, PA	$170 68	$255 58	$141 88	$209 80
85	Lansing, MI	$174 88	$263 44	$145 08	$215 94
91	New Haven, CT	$188 48	$284 26	$155 94	$232 56
93	Nashville/Chattanooga, TN	$141 84	$208 84	$118 94	$172 54
93	Knoxville, TN (Formerly Local No. 64)	$150 20	$222 36	$125 54	$183.28
124	Mobile, AL	$141 16	$205 76	$118 42	$170 10
126	Honolulu, HI	$186 72	$282 08	$154 38	$230 66
131	Albuquerque, NM/El Paso, TX	$142 02	$211 00	$119 08	$174 26
132	Madison, WI & Rockford, IL	$165 06	$247 28	$137 24	$203 02
133	Austin, TX	$148 14	$220 50	$124 02	$181 90
135	Charlotte, NC/Columbia, SC	$140 76	$207 52	$118 12	$171 52
138	Poughkeepsie, NY	$203 54	$309 16	$167 84	$252 34
139	Orlando, FL	$144 80	$212 32	$121 30	$175 30
140	Phoenix - Tucson, AZ	$149 06	$223 10	$124 68	$183 92

PROPOSAL ITEM No. 29: National Emergency Troubleshooting Service

Provide emergency and troubleshooting services for elevators, dumbwaiters, handicap lifts, and escalators for all brands such as Kone, Otis, Schindler, Dover, Thyssen Krupp, Serge, Amtech, Molar

IUEC LOCAL UNION NO	CITY/CITIES	LICENSED ELEVATOR MECHANIC (RWH)	LICENSED ELEVATOR MECHANIC (OT)	ELEVATOR MECHANIC HELPER (RWH)	ELEVATOR MECHANIC HELPER (OT)
2	Chicago IL	$176 92	$266 52	$146 60	$218 28
3	St Louis, MO & Evansville IN	$166 26	$248 54	$138 26	$204 08
4	Boston, MA & Portland ME	$180 48	$273 44	$149 38	$223 74
5	Philadelphia PA	$190 88	$287 22	$157 76	$234 82
6	Pittsburgh/Erie/Wheeling	$170 48	$255 36	$141 66	$209 58
7	Baltimore MD	$151 36	$224 42	$126 42	$184 88
8	San Francisco CA	$214 68	$327 62	$176 52	$266 86
9	Minneapolis/Duluth, MN	$158 40	$234 76	$131 98	$193 06
10	Washington D C	$153 38	$228 14	$128 08	$187 90
11	Cincinnati OH	$146 50	$216 50	$122 56	$178 56
12	Kansas City MO & Wichita KS	$167 64	$251 26	$139 40	$206 30
14	Buffalo NY	No Coverage	No Coverage	No Coverage	No Coverage
15	Milwaukee/Green Bay WI	$168 78	$254 18	$140 28	$208 62
16	New Orleans LA/Jackson MS	$147 34	$216 70	$123 38	$178 88
17	Cleveland OH	$159 92	$238 22	$133 16	$195 80
18	Los Angeles CA/Las Vegas NV	$188 62	$285.88	$155 98	$233 80
19	Seattle, WA Spokane WA & Billings MT	$166 52	$250 86	$138 36	$205 82
19	Anchorage Alaska	No Coverage	No Coverage	No Coverage	No Coverage
20	Louisville KY	$149 02	$221 06	$124 60	$182 24
21	Dallas/Ft Worth TX	$143 92	$213 26	$120 64	$176 10
23	Portland, OR	$179 22	$271 38	$148 50	$222 24
24	Birmingham AL	$142 96	$209 06	$119 88	$172 76
25	Denver CO	$148 14	$218 66	$123 90	$180 32
27	Rochester NY	No Coverage	No Coverage	No Coverage	No Coverage
28	Omaha NE	$141 90	$210 42	$118 92	$173 74
30	Memphis TN	$149 92	$222 60	$125 40	$183 56
31	Houston TX	$145 68	$215 94	$122 00	$178 22
32	Atlanta/Savannah GA	$144 48	$214 08	$121 06	$176 76
33	Des Moines/Cedar Rapids/Sioux City IA & Rock Island IL	$152 70	$226 20	$127 56	$186 36
34	Indianapolis IN	$150 70	$224 44	$125 86	$184 86
35	Albany/Utica NY	$156 76	$232 66	$130 76	$191 48
36	Detroit MI	$173 90	$261 84	$144 32	$214 68
37	Columbus OH	$147 30	$217 86	$123 20	$179 66

IUEC LOCAL UNION NO	CITY/CITIES	LICENSED ELEVATOR MECHANIC (RWH)	LICENSED ELEVATOR MECHANIC (OT)	ELEVATOR MECHANIC HELPER (RWH)	ELEVATOR MECHANIC HELPER (OT)
38	Salt Lake City, UT	$144 86	$215 42	$121 30	$177 74
39	Providence, RI	$164 62	$245 48	$136 90	$201 60
41	Springfield/Worcester, MA	$180 48	$273 44	$149 38	$223 74
44	Toledo, OH/Fort Wayne, IN & South Bend, IN	$155 12	$231 62	$129 36	$190 56
45	Akron/Youngstown, OH	$154 26	$229 06	$128 70	$188 52
48	Charleston/Huntington, WV	$155 10	$227.36	$129 42	$187 22
49	Jacksonville, FL	$137 06	$199 72	$115 16	$165 28
51	Richmond/Roanoke, VA	$138 66	$205 48	$116 42	$169 88
52	Norfolk, VA	$140 08	$207 80	$117 56	$171 72
55	Peoria, IL & Springfield, IL	$161 66	$241 10	$134 62	$198 16
59	Harrisburg, PA	$170 68	$207 80	$141 88	$209 80
62	Syracuse/Binghamton, NY	$156 76	$232 66	$130 76	$191 48
63	Oklahoma City, OK	$137 10	$201 72	$115 18	$166 88
71	Miami, FL	$152 86	$263 44	$127 68	$185 86
74	Tampa, FL	$148 78	$219 48	$124 52	$181 08
79	Little Rock, AR & Shreveport, LA	$146 74	$219 14	$122 88	$180 80
80	Greensboro/Raleigh Durham, NC	$140 76	$207 52	$118 12	$171 52
81	San Antonio, TX	$150 76	$225 00	$126 12	$185 52
83	Tulsa, OK	$134 30	$196 92	$112 94	$163 04
84	Reading/Allentown/Scranton/Wilkes Barre, PA	$170 68	$255 58	$141 88	$209 80
85	Lansing, MI	$174 88	$263 44	$145 08	$215 94
91	New Haven, CT	$188 48	$284 26	$155 94	$232 56
93	Nashville/Chattanooga, TN	$141 84	$208 84	$118 94	$172 54
93	Knoxville, TN (Formerly Local No. 64)	$150 20	$222 36	$125 54	$183 28
124	Mobile, AL	$141 16	$205 76	$118 42	$170 10
126	Honolulu, HI	$186 72	$282 08	$154 38	$230 66
131	Albuquerque, NM/El Paso, TX	$142 02	$211 00	$119 08	$174 26
132	Madison, WI & Rockford, IL	$165 06	$247 28	$137 24	$203 02
133	Austin, TX	$148 14	$220 50	$124 02	$181 90
135	Charlotte, NC/Columbia, SC	$140 76	$207 52	$118 12	$171 52
138	Poughkeepsie, NY	$203 54	$309 16	$167 84	$252 34
139	Orlando, FL	$144 80	$212 32	$121 30	$175 30
140	Phoenix, Tucson, AZ	$149 06	$223 10	$124 68	$183 92

EXHIBIT D

OVERTIME RATES

When overtime rates are authorized those rates will be as follows

LICENSED ELEVATOR MECHANIC (OT) $218 66
ELEVATOR MECHANIC HELPER (OT) 194 42
ELEVATOR MECHANIC TEAM (OT) (mechanic + helper) $413 08

LICENSED ELEVATOR MECHANIC (DT) $251 45
ELEVATOR MECHANIC HELPER (DT) $223 58
ELEVATOR MECHANIC TEAM (DT) (mechanic + helper) $475

Kenworthy, Charles

From Embury Desiree [Desiree Embury@kone com]
Sent Wednesday, January 12, 2011 3 11 PM
To: Belany, Debra
Cc Kenworthy, Charles
Subject: RE KONE Elevator Service Proposal via US Communities
Attachments: US Communities Master Agreement pdf, Galveston US Comm Attch A 011211 pdf

Good afternoon,
Attached are the two contract documents that will make up the maintenance agreement. US Communities Master Agreement references the "City and County of Denver, CO" because that is the master agreement we are going to work from as far as terms and conditions. We are referencing this original agreement and using it 'as is' for our agreement with Galveston County Therefore, it must remain the same with no changes

Attachment A is the scope of work and pricing specifically created for Galveston County and is what we'll go from for actual maintenance coverage This is where the agreement states that what KONE and Galveston County are signing is for maintenance services specifically for Galveston County at the buildings listed. The scope of work includes Complete Maintenance which means quarterly preventative maintenance is covered as well as service requests you have during normal working hours: Monday-Friday 8:00am-4 30pm If you prefer a lower billing amount with less coverage, I can revise the scope of work to only include quarterly examination and lubrication .. no preventative maintenance or service requests are included If that extra work would be necessary, it will be billed to you separately on an as-needed basis

The US Communities master agreement includes (at the very end of the document) the discounted billing rates we'll use (see Houston, TX)

Please let me know if you have any further questions or requests regarding our proposal
Thank you,

Desiree Embury
Business Developer | KONE Inc
4607 World Houston Parkway, Ste 150 Houston, TX 77032
T 281 442 6619 |C 713 484 9913 |F. 281-449-9795
Customer Service 1-877-276-8691
www.kone com

From: Belany, Debra [mailto:Debra Belany@co.galveston.tx.us]
Sent: Tuesday/11 January/2011 12:06 PM
To: Embury Desiree
Cc: Kenworthy, Charles
Subject: RE: KONE Elevator Service Proposal via US Communities
Importance: High

Good morning Desiree,

Please re-submit Kone Elevator Contract/Maintenance Agreement for 3 buildings as follows.

1 Galveston Courthouse – 722 Moody – Galveston TX 77550

2 Galveston County Office of Emergency Management – 1353 FM 646 – Dickinson TX 77539

3 Walter Hall Pavilion – 807 Hwy 3 – League City TX 77573

As we discussed, the contract will read City & County Denver as relates to terms of contract, but will specify

Galveston County terms of agreement

charles.kenworthy@co.galveston.tx.us

debra.belany@co.galveston.tx.us

Thank you for your assistance

Debra J. Belany
Office Manager
Galveston County
Facilities Dept.
722, Moody, 6th Floor
Galveston, TX 77550
P 409-766-2384
F 409-621-7971

From: Embury Desiree [mailto:Desiree.Embury@kone.com]
Sent: Friday, December 04, 2009 8:17 AM
To: Crowder, Rufus; Belany, Debra
Cc: Jackson Matt
Subject: KONE Elevator Service Proposal via US Communities

Rufus, Debra,

As requested, attached are the proposals for elevator service that I had previously submitted

Please feel free to contact me with any questions or for further clarification

Have a good weekend,

Desiree Embury
Business Developer | KONE Inc
4607 World Houston Parkway, Ste 150
Houston, TX 77032
T 281 442 6619 |C 713 484 9913 |F 281-449-9795

From: Jackson Matt
Sent: Friday/4 December/2009 8 06 AM
To: Embury Desiree
Subject: FW ELEVATOR EVALUATIONS

From: Belany, Debra [mailto.Debra.Belany@co.galveston.tx.us]
Sent: Thursday/3 December/2009 4 42 PM
To: Jackson Matt
Subject: RE: ELEVATOR EVALUATIONS

Hello Matt

Please submit proposal for annual and quarterly elevator maintenance agreement for

1 Courthouse – 722 Moody – Galveston TX 77550
2 Galveston Emergency Bldg (911 Bldg) 1353 FM 646 – Dickinson TX 77539
3 Walter Hall Park Pavilion – 807 Hwy 3 – League City TX 77573

Thank you

Debra J. Belany

P 409-766-2384

From: Jackson Matt [mailto:Matt.Jackson2@kone.com]
Sent: Tuesday, October 13, 2009 4:36 PM
To: Belany, Debra
Subject: RE. ELEVATOR EVALUATIONS

Debra,

I would be more than happy to look at all of these locations
Would you like me to start at the Courthouse at 1 00, Also, is there someone I should ask for at each location?
Also, to confirm we will not be meeting in the morning?

Thanks,
Matt

From: Belany, Debra [mailto:Debra.Belany@co.galveston.tx.us]
Sent: Tuesday/13 October/2009 4:27 PM
To: Jackson Matt
Subject: ELEVATOR EVALUATIONS
Importance: High

Hello Matt,

Charles Kenworthy, Galveston County Facilities Mgr , said this will not be a formal meeting, however, he would like you to be on site Friday, October 16 to evaluate elevator equipment

Start Locations

1 Galveston County Courthouse – 722 Moody – Galveston TX - 3-Elevators

2 Joe Max Taylor Law Enforcement – 601-54th Street – Galveston TX 77551 - 1-Elevator

3 Galveston Emergency Management Bldg 1353 FM 646 Dickinson TX 77593 - 1-Elevator

4 Walter Hall Pavillion - 807 Hwy 3 League City TX 77573 - 1-Elevator

Please confirm if your schedule permits you to be on Galveston Island Friday, Oct 16 at 1 00PM

Thank you

Debra J Belany

Office Manager

Galveston County

Facilities Dept

722 Moody, 6th Floor

Galveston, TX 77550

P 409-766-2384

Debra J. Belany

Office Manager

Galveston County

Facilities Dept.

722, Moody, 6th Floor

Galveston, TX 77550

P 409-766-2384

F 409-621-7971

AGENDA ITEM #32a

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is _____

BUSINESS ENTITY CONFLICT

* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons: (Check all which are applicable.)

( ) Ownership of 10% or more of the voting stock or shares of the business entity.

( ) Ownership of 10% or more of the fair market value of the business entity.

( ) Ownership of $15,000. or more of the fair market value of the business entity.

( ) Funds received from the business entity exceed 10% of ** _____ gross income for the previous year.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

*_____ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable)

***

( ) Real property is involved and _____ have an equitable or legal ownership with a fair market value of at least $2,500.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. 32a dated March 29, 2011. (Fill in if applicable.)

Signature of Official

County Commissioner Precinct 1
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 29th day of March, 2011.

DWIGHT D. SULLIVAN , County Clerk
Galveston County, Texas

By: Brandy Chapman
Brandy Chapman Deputy

* (" or name of relative or relationship)
** (my, his, her)
*** (I, he, she)

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
1	4/14/2010	4204-0001-0010-000	R124990	Wooley	Tom D & Melinda	16702 W Beach Rd, Jamaica Beach TX	3/18/2010
2	4/14/2010	4204-0001-0011-000	R124991	Shubert	Linda E & Jack	16706 W Beach Rd Jamaica Beach TX	3/16/2010
3	4/14/2010	4204-0002-0010-000	R125003	Picone	Arthur Jr & Christy Schluter	16734 W Beach Rd Jamaica Beach, TX	3/14/2010
4	4/14/2010	4215-0000-0002-000	R125371	Jammal	Cory T	16929 Jamaica Beach Rd, Jamaica Beach TX	3/18/2010
5	4/14/2010	4215-0000-0003-000	R125372	Rice	William R	16925 Jamaica Beach Rd, Jamaica Beach, TX	3/18/2010
6	4/14/2010	4215-0000-0004-000	R125373	McDaniel	Micheal	16921 Jamaica Beach Rd Jamaica Beach TX	3/17/2010
7	4/14/2010	4215-0000-0007-000	R125376	Van Vulpen	Pauline & Betty F Wallace	16913 Jamaica Beach Rd, Jamaica Beach TX	3/20/2010
8	4/14/2010	4215-0000-0010-000	R125379	Murphy	Anne	16930 Beachcomber, Jamaica Beach TX	3/16/2010
9	4/14/2010	1204-0000-0024-000	R172208	McGee	Webster R	2784 Hwy 87 Gilchrist TX 77617	4/1/2010
10	4/14/2010	4050-0000-0341-000	R179218	Vandling	Weny & Robert	2578 Holiday Drive Crystal Beach TX 77650	3/18/2010
11	4/14/2010	4980-0003-0029-000	R179403	Jacobs	Dan	963 S Stingaree Dr Crystal Beach TX 77650	4/5/2010
12	4/14/2010	6040-0000-0029-000	R179921	Downs	Bradford K & Clara	2988 Tropicana Dr Crystal Beach TX 77650	3/16/2010
13	4/14/2010	6040-0000-0033-000	R179925	Meaux, Sr.	Lamont E	2910 Tropicana Dr, Crystal Beach, TX	3/17/2010
14	4/14/2010	6040-0000-0034-000	R179926	Brown	James N DDS	2918 Tropicana Dr Crystal Beach TX	3/16/2010
15	4/14/2010	6040-0000-0035-000	R179927	Wolfe	Larry	2920 Tropicana Crystal Beach, TX	3/17/2010
16	4/14/2010	7120-0008-0011-000	R180977	Spell	Lena J	2809 Tradewinds Crystal Beach TX 77650	3/16/2010
17	4/14/2010	7120-0008-0012-000	R180978	Cowie	Mark	2793 Tradewinds Ln, Crystal Beach TX	3/16/2010
18	4/14/2010	7120-0008-0013-000	R180979	Garza	Charles V	2789 Tradewind Ln Crystal Beach, TX	3/16/2010
19	4/14/2010	7120-0010-0004-000	R180999	Bridwell	Ronald P	2764 Tradewind Ln, Crystal Beach TX	3/16/2010
20	4/14/2010	7120-0011-0001-000	R181004	Franchville	Robert	2782 Tradewind Ln, Crystal Beach, TX	3/16/2010
21	4/14/2010	7120-0011-0005-000	R181008	Andrues	Paul	2794 Tradewind Ln Crystal Beach TX 77650	3/17/2010
22	4/14/2010	7120-0011-0009-000	R181012	Salter	James A	2812 Tradewind Ln Crystal Beach TX	3/16/2010
23	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
24	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
25	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
26	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
27	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
28	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
29	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
30	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
31	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
32	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
33	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
34	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
36	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
37	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
38	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
39	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
40	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
41	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
42	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
43	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
44	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
45	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
46	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
47	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
48	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
49	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
50	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
51	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
52	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
53	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
54	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
55	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
56	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
57	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
58	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
59	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
60	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
61	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
62	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
63	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
64	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
65	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
66	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
67	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
68	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
69	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
70	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
71	5/5/2010	1204-0000-0006-000	R172190	Sarman	Linda R	2648 Hwy 87 Gilchrist TX 77617	4/18/2010
72	5/5/2010	1204-0000-0020-000	R172204	Hancock	Doug & Gail	2752 Hwy 87 Gilchrist TX 77617	4/21/2010
73	5/5/2010	1204-0000-0090-000	R172214	Smith	Greg & Josie	2826 Hwy 87 Gilchrist TX 77617	4/21/2010
74	5/5/2010	2205-0000-0260-000	R172508	Carney	Lillie M	1412 Van Sant Gilchrist TX 77617	4/27/2010
75	5/5/2010	0054-0022-0000-000	R173821	Moore, Jr.	Teddy	1138 Bryants Ln Caplen TX 77617	4/20/2010
76	5/5/2010	2210-0003-0003-000	R176944	Akin	Stephen J	989 Johnson Rd Gilchrist TX 77617	4/16/2010
77	5/5/2010	2210-0003-0007-000	R176948	Woodson	Michael	980 Lazy Lane Gilchrist TX 77617	4/27/2010
78	5/5/2010	3585-0011-0000-003	R177512	Brett	Mary E & Joseph D	979 Alicia Dr Gilchrist TX 77617	4/18/2010
79	5/5/2010	7335-0001-0002-002	R178170	Russenberger	Frank	981 Beaumont Ave Gilchrist TX 77617	4/16/2010
80	5/5/2010	1067-0000-0090-000	R178476	Hooper	Fred D., Jr.	2116 Gulf St Crystal Beach TX 77650	4/17/2010
81	5/5/2010	4050-0000-0331-000	R179206	Thornton	Patricia	2618 Holiday Dr Crystal Beach TX 77650	4/27/2010
82	5/5/2010	4050-0000-0342-000	R179219	Cramer	Alan	2574 Holiday Crystal Beach TX 77650	4/21/2010
83	5/5/2010	5135-0000-0043-000	R179477	Hebert	Alton John	849 Meyng Ln Crystal Beach TX 77650	4/27/2010
84	5/5/2010	0068-0012-0000-000	R181375	Cramer	Alan	1098 Hwy 87 Gilchrist TX 77617	4/21/2010
85	5/5/2010	6550-0305-0015-000	R186431	Hughes	Benny H & Allison	3592 Tarpon Way Crystal Beach TX 77650	4/19/2010

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	CAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
86	5/5/2010	1865-0000-0134-001	R214702	Jacobs	Dan	1142 Gulfview Rd Crystal Beach, TX 77650	4/22/2010
87	5/5/2010	3956-0000-0003-000	R217389	Neal	Paul	1940 Avenue J Crystal Beach TX 77650	4/15/2010
88	5/5/2010	3956-0000-0011-000	R217397	Henley	Terry	1937 Avenue J Crystal Beach, TX 77650	4/15/2010
89	5/5/2010	3956-0000-0012-000	R217398	Henley	Terry	1939 Avenue J Crystal Beach, TX 77650	4/15/2010
90	5/5/2010	7335-0003-0001-001	R293733	Thornton	Jack & Jennie	982 Austin Dr Gilchrist TX 77617	4/27/2010
91	5/12/2010	4107-0000-0021-002	R170402	Wall, Jr	C H	955 James Rd Gilchrist TX 77617	4/21 2010
92	5/12/2010	2205-0000-0423-000	R172633	Nguyen	Kim	1023 Mabry Gilchrist TX 77617	4/28 2010
93	5/12/2010	1825-0004-0011-000	R176923	Rosales Motola	Ysidoro	998 Manor Ln Gilchrist TX 77617	4/27 2010
94	5/12/2010	3276-0001-0033-000	R177332	Cramer	Alan	1140 Faggards Slip Gilchrist TX 77617	4/29 2010
95	5/12/2010	3585-0011-0000-001	R177510	Fulmer	Steven L & Nancy	999 Alicia Dr Gilchrist TX 77617	4/21 2010
96	5/12/2010	5010-0000-0016-000	R177964	Mazzu	Thomas J	977 Mazzu St Gilchrist TX 77617	4/28/2010
97	5/12/2010	0064-0072-0000-000	R178142	Sartwelle	Charlie	1720 Hwy 87 Gilchrist TX 77617	4/15/2010
98	5/12/2010	4050-0000-0336-000	R179213	Mullins	Katherine J & Robert W	2596 Holiday Crystal Beach TX 77650	4/26 2010
99	5/12/2010	4050-0000-0337-000	R179214	Baker	John R	2590 Holiday Dr Crystal Beach TX 77650	4/26/2010
100	5/12/2010	4050-0000-0339-000	R179215	Golias	Joe	2584 Holiday Crystal Beach TX 77650	4/26/2010
101	5/12/2010	4467-0001-0001-000	R179222	Albrecht	Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77650	4/26/2010
102	5/12/2010	4467-0002-0001-000	R179240	Forey	Richard	3264 Pridesway Crystal Beach TX 77650	4/27/2010
103	5/12/2010	4980-0004-0027-000	R179429	Mullins	Katherine J & Robert W	968 Stingaree Dr Crystal Beach TX 77650	4/26/2010
104	5/12/2010	5335-0000-0008-000	R179580	Arnold	William	2188 Noisy Waves Ln Crystal Beach TX 77650	4/28/2010
105	5/12/2010	6363-0001-0007-000	R180300	Cordts	E G , Jr	3550 Smiths Point Crystal Beach TX 77650	4/28/2010
106	5/12/2010	6363-0001-0009-000	R180302	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	4/29/2010
107	5/12/2010	6275-0001-0012-000	R180414	Siem	Joan	2340 Trinidad Crystal Beach TX 77650	4/26/2010
108	5/12/2010	0068-0010-0000-000	R181373	Anderson	Martha E	962 Martha's Vineyard Ln Gilchrist TX 77617	4/26/2010
109	5/12/2010	3200-0000-0212-000	R216218	Ballew	Mike & Margo	1342 Emerald Dr Crystal Beach, TX 77650	4/26/2010
110	5/12/2010	3201-0003-0046-000	R216553	Sansone	Philip	2030 Seaside Dr Crystal Beach TX 77650	4/23/2010
111	5/12/2010	5655-0001-0017-000	R217948	Prost	Theodore	1990 Gulf Rd Crystal Beach TX 77650	4/22/2010
112	5/19/2010	4107-0000-0008-000	R170388	Randall	Lionel	987 Cade St Gilchrist TX 77617	4/29/2010
113	5/19/2010	1204-0000-0009-000	R172193	Shell's Gilchrist House	Kocurek,Scott L & Michelle	2670 Hwy 87 Gilchrist TX 77617	4/28/2010
114	5/19/2010	2205-0000-0128-000	R172351	Berry	Yvonne	1413 Van Sant Gilchrist TX 77617	5/3/2010
115	5/19/2010	2205-0000-0447-000	R172865	Boudreaux	David	1118 Mabry Gilchrist TX 77617	5/1/2010
116	5/19/2010	0064-0003-0000-000	R173798	Bauer	Arthur R & Gail E	990 Gordon Dr Caplen TX 77617	4/30/2010
117	5/19/2010	0064-0049-0000-000	R176666	Sisk	Dorothy	1608 Hwy 87 Gilchrist TX 77617	5/4/2010
118	5/19/2010	1590-0002-0021-000	R176684	Minocchi	Marjannie	1014 Deens St Gilchrist TX 77617	5/11/2010
119	5/19/2010	2210-0002-0011-000	R176937	Wells	Ross & Daughtry,Richard	1362 Keith Ave Gilchrist TX 77617	5/11/2010
120	5/19/2010	2210-0003-0014-000	R176965	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	4/28/2010
121	5/19/2010	2958-0001-0008-002	R177259	Atkinson	John S	988 Kirks Rd Gilchrist TX 77617	4/22/2010
122	5/19/2010	2958-0001-0009-002	R177261	Clark	Rons & Barbara	992 Kirk Rd Gilchrist TX 77617	5/4/2010
123	5/19/2010	3276-0001-0025-000	R177324	Meadows	Bobby J	1112 Faggard Slip Rd Gilchrist TX 77617	5/11/2010

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner Last Name	Owner First Name	Damaged Property Address	Presented Offer Date
124	5/19/2010	3585-0015-0004-000	R177548	Shonka	Frank	990 Kirkpatrick Gilchrist TX 77617	5/4/2010
125	5/19/2010	3585-0020 0006-001	R177781	Robbins	Cliff	983 French Road Gilchrist, TX 77617	5/7 2010
126	5/19/2010	5010-0000-0019-000	R177967	Mazzu	Donald J & Anna M	989 Mazzu St Gilchrist TX 77617	4/29/2010
127	5/19/2010	1067-0000-0080-000	R178467	Harvey-Schneider	Mary N & Kenneth	865 Alberdie Dr Crystal Beach TX 77650	5/5 2010
128	5/19/2010	3075-0000 0015-000	R178531	Frost	Jack	2389 Sand Drift Crystal Beach TX 77650	5/7/2010
129	5/19/2010	4050 0000-0204 000	R179087	Gaspard	Norman & Regina	2601 Breaker Crystal Beach TX 77650	5/11/2010
130	5/19/2010	6270-0001 0013-000	R180356	Hatch	Sherrye	3184 Gulf Castle Crystal Beach, TX 77650	4/14/2010
131	5/19/2010	6550-0006 00 6 000	R186432	Nichols	H G , Sr estate of R.Allan	3594 Tarpon Way Crystal Beach TX 77650	5/7/2010
132	5/19/2010	5134-0000-0016 000	R214284	Quinn	Robert G	1390 Gulf Crystal Beach TX 77650	5/8/2010
133	5/19/2010	3200-0000-0210-000	R216216	Burgess	James C & Irene A	1346 Emerald Dr Crystal Beach TX 77650	4/29/2010
134	5/19/2010	3200-0000-0293 000	R216295	Unruh	James & Eulalia	803 Surfview Emerald Beach, TX 77650	5/11 2010
135	5/19/2010	3200-0000-0295-000	R216297	Folks	Ed B	1336 Emerald Dr Crystal Beach TX 77650	5/7 2010
136	5/19/2010	3200-0000-0463-000	R216444	Lees	William	1320 Emerald Dr Crystal Beach TX 77650	5/7/2010
137	5/26/2010	3576-0001-0185-000	R177154	Nise	James	1063 Lark Street Gilchrist TX 77617	5/12/2010
138	5/26/2010	1828-0002-0021-000	R175642	Hardwick	Maxine	971 Jean Ave Gilchrist TX 77617	5/6/2010
139	5/26/2010	3928-0000-0014-000	R177377	Sanchez	Raymond & Lisa	971 Kirk Rd Gilchrist, TX 77617	5/11/2010
140	5/26/2010	3585-0002-0000-000	R177400	Counter	Terry J & Deborah L	983 Weber Rd Gilchrist TX 77617	5/7/2010
141	5/26/2010	3585-0014-0004-000	R177586	Stonebraker	Mark & Caroline	989 Kirkpatrick Gilchrist, TX 77617	5/6/2010
142	5/26/2010	4585-0001-0014-000	R180857	Lynn	Dorothy A	2490 Smiths Point Crystal Beach TX 77650	5/10/2010
143	5/26/2010	3585-0001-0003-000	R216766	Calder	Denise Ray	1330 Avenue I Crystal Beach TX 77650	5/12/2010
144	5/26/2010	3576-0001-0004-000	R177181	MacMillan	Scott & Patricia	1368 Avenue I Crystal Beach TX 77650	5/7/2010
145	5/26/2010	3585-0000-0015-000	R177400	Dunlap	Ed Arle	1349 Avenue I Crystal Beach TX 77650	5/11/2010
146	5/26/2010	3585-0001-0001-004	R177848	MacMillan	Scott & Patricia	340 Gulf Shores Dr Crystal Beach, tx 77650	5/7/2010
147	5/26/2010	4040-0010-0003-000	R178027	Whatsoever	Don & Susan	1769 Redfish Ln Crystal Beach TX 77650	5/12/2010
148	5/26/2010	6180-0000-0002-000	R180857	Hubbard	Clay L	1136 Halloran Circle Gilchrist TX 77617	5/11/2010
149	5/26/2010	7300-0000-0001-004	R182904	Falcon	Tobias & Amanda	993 Butler Road Gilchrist TX 77617	5/11/2010
150	6/2/2010	4107-0000-0020-000	R170400	Galewsky	Harry	958 James Rd Gilchrist TX 77617	5.19/2010
151	6/2/2010	1590-0002-0016-000	R176680	Todd	Laura Ann & Monroe Lee	1038 Deens St Gilchrist TX 77617	5/14/2010
152	6/2 2010	1825-0002-0004 001	R176880	Beerer	Larry D	970 Dolly St Gilchrist TX 77617	5/18/2010
153	6/2/2010	1825 0003 0003-002	R176901	Finley	George Larry Carolyn	970 Jean St Gilchrist TX 77617	5/3/2010
154	6/2/2010	1825-0003 0006 000	R176903	Serafino	Aless Ann Isbell	976 Jean St Gilchrist TX 77617	5 14/2010
155	6/2 2010	2210 0001-0000 000	R176929	Blackwell	Daniel	968 Johnson Rd Gilchrist TX 77617	5 13/2010
156	6/2/2010	2957-0003-0007-001	R177232	Kaleta	Richard & Teresa	974 Mae St Gilchrist TX 77617	5/18 2010
157	6/2/2010	3276-0003 0009-000	R177404	Hellinger	Charles N	1048 Waco Gilchrist TX 77650	5.14.2010
158	6/2/2010	3585 0008-0000 007	R177504	Haddox	Ronald & Anna Lee	978 Katy St Gilchrist TX 77617	5/11/2010
159	6/2/2010	3586-0025-0006 000	R177591	Bielgk	Michael	983 Bos Rd Gilchrist TX	5/12 2010
160	6/2/2010	4110-0001 0005-000	R177841	Marcon	Howard Anthony Sandry	977 S Deens St Gilchrist TX 77617	5.11/2010

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owners Last Name	Owners First Name	Damaged Property Address	Presented Offer Date
161	6/2/2010	3075 0000 0006-000	R178520	Radley	Don/Radley Family LP	2402 Sand Drift Ln Crystal Beach TX 77650	5/18/2010
162	6 2 2010	4125 0000 0042 000	R179476	Hanson Todd	Beachrock Trust	865 Meyrig Dr Crystal Beach TX 77650	5/10/2010
163	6/2 2010	1845 0002 0016 000	R214639	Cramer	Alan	1848 Pompano Crystal Beach TX 77650	5/19 2010
164	6/2/2010	845 0003-0004 000	R214656	Denena	Jonnny	1800 Redfish Lane Crystal Beach TX 77650	5 17 2010
165	6/2/2010	1865 0000 0143 000	R214713	Hulsey	LMH Trust	829 East Rd Crystal Beach TX 77650	5/13/2010
166	6/2/2010	6280 00 0 0001 000	R218028	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	5 14 2010
167	6/2/2010	6280-0010 0006 000	R218031	Rogers	Douglas	1782 Redfish Ln Crystal Beach TX 77650	5.21.2010
168	6/2/2010	7315-0000 0042-000	R218272	Langtree	John A	836 Alma Ln Crystal Beach TX 77650	5/20/2010
169	6 2/2010	3276 0001 0070 001	R361412	Forsytne	Sallie & Jessie	1275 Faggards Slip Gilchrist TX 77617	5 13 2010
170	6/9/2010	2205-0000 0197-000	R172421	Wheeler	Eileen	1071 Van Sant Gilchrist TX 77617	5/25/2010
171	6 9/2010	4040-0000-0026-000	R172894	Harwell	Michael	2552 Hwy 87 Gilchrist TX 77617	5/19/2010
172	6 9/2010	4040 0000-0031 000	R172899	Stronach	Donald A & Marjorie A	2548 Hwy 87 Gilchrist TX 77617	5 26/2010
173	6/9/2010	2210-0002 0007-000	R176935	McAbee	David	1376 Keith Ave Gilchrist TX 77617	5/18/2010
174	6 9/2010	2955 0002-0013 000	R177099	Fuselier	Harold & Elaine	977 Bay St Gilchrist TX 77617	5 24/2010
175	6/9/2010	4660 0018 0009 000	R177938	Johnston	Irwin B	989 Daigle Dr Gilchrist TX 77617	5/26/2010
176	6/9/2010	5670 0000-0176 000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	5 21 2010
177	6 9/2010	7120 0002 0028 000	R180786	Arisco	Ida Joyce	915 Driftwood Dr Crystal Beach TX 77650	5/25/2010
178	6/9/2010	3201 0012 0214 000	R216693	Cribbs	C Haden, Jr	2023 Lakeview Dr Crystal Beach TX 77650	5 25/2010
179	6.9/2010	3201 0013 0215 000	R216695	Cribbs	C Haden Jr	2025 Lakeview Dr Crystal Beach TX 77650	5/25/2010
180	6/9/2010	6280 0010-0004 000	R218029	Umstead	Billy J & Yoriko	1774 Redfish Ln Crystal Beach TX 77650	5/24 2010
181	6/9/2010	7336-0000 0001-003	R363828	Escagne	Allen H	997 Butterfield Ln Gilchrist TX 7761	5/25/2010
182	6/16/2010	1640-0000-0001-000	R170266	Kennett	Lyn Piland	937 James Rd Gilchrist TX 77617	5/27/2010
183	6/16/2010	2119-0000-0003-001	R170357	Maynard	Glenda W	846 Miami Gilchrist TX 77617	5/26/2010
184	6/16/2010	4040-0000-0022-000	R172890	Martino	Joseph	2518 Hwy 87 Gilchrist TX 77617	5/25/2010
185	6/16/2010	1610-0001-0017-000	R176782	Beasley	William E	1965 Hwy 87 Gilchrist TX 776517	6/8/2010
186	6/16/2010	1635-0000-0080-000	R176864	Bristow	Marvin E & Patricia	1048 Beachfront Rd Gilchrist TX	6/2/2010
187	6/16/2010	2955-0002-0007-000	R177091	Johnson	Larry W	982 Gayle St Gilchrist TX 77617	5/25/2010
188	6/16/2010	2957-0002-0016-000	R177219	Goss	Randall & Lymia	989 Margaret Gilchrist TX 77617	5/27/2010
189	6/16/2010	3585-0013-0004-000	R177531	Kurtin	Mark & Deborah	988 Faggards Slip Gilchrist TX 77617	6/8/2010
190	6/16/2010	3587-0014-0008-000	R177720	McNeill-Henney	Stephanie & Julia-Chris	1029 Gulf Supply Rd Gilchrist TX 77617	5/29/2010
191	6/16/2010	6182-0000-0001-000	R178116	Brown	Clint Wayne	1047 Jay St Gilchrist TX 77617	6/8/2010
192	6/16/2010	7336-0000-0004-001	R178203	Tabor	Richard F. & Anna L	997 Geary St Gilchrist TX 77617	5/31/2010
193	6/16/2010	7120-0012-0003-000	R181015	Smales	Fred	2824 Tradewinds Crystal Beach TX 77650	6/2/2010
194	6/16/2010	1865-0000-0128-001	R214690	Hogan	Claudine	1114 Gulfview Dr Crystal Beach TX 77650	5/26/2010
195	6/16/2010	2673-0000-0005-000	R215694	Casey	Mary	1246 Gulf Rd Crystal Beach TX 77650	5/26/2010
196	6/16/2010	1251-0000-0004-000	R502584	Harrison	TW	2463 Audubon Ave Gilchrist TX 77617	5/28/2010
197	6/16/2010	1252-0000-0001 000	R512292	Harrison	TW	2502 Audubon Ave Gilchrist TX 77617	5/28/2010

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner Last Name	Owner First Name	Damaged Property Address	Presented Offer Date
198	6/30/2010	1640-0000-0002-000	R170267	Polk	Carol J	945 James Rd Gilchrist TX 77617	6/7/2010
199	6/30/2010	2205-0000-0186-000	R172411	Brumfield	Ralph Neil & Mary Ann	1123 Van Sant Gilchrist TX 77617	6/4/2010
200	6/30/2010	4040 0000-0029 000	R172897	Duplantis	Stephen	2570 Hwy 87 Gilchrist TX 77617	5 26/2010
201	6/30/2010	1610-0001 0014-000	R176779	Black	Jane & Bradley	1026 Dolphin Gilchrist TX 77617	6/10/2010
202	6/30/2010	2957 0001 0003-000	R177199	Weatherall	Marguerita	990 Margaret St Gilchrist TX 77617	6/7/2010
203	6/30/2010	4110 0001 0012-000	R177847	Gressett	Bea	986 Deens St Gilchrist TX 77617	6/1 2010
204	6/30/2010	4315 0001 0003-000	R177907	Arnold	Jim H & W E	989 Pontiff St Gilchrist TX 77617	6/8/2010
205	6/30/2010	5010 0000-0006 000	R177955	Emerald	A John	977 Elsie St Gilchrist TX 77617	6/2/2010
206	6/30/2010	6182-0000 0024 000	R178139	Minter	Larry V & Jo H	1101 Joy Gilchrist TX 77617	6 10/2010
207	6/30/2010	0064 0085 0000-000	R178163	Funchess	Wanda	1680 Hwy 87 Gilchrist TX 77617	6/1 2010
208	6/30/2010	7335-0002 0007 000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	6/2 2010
209	6/30/2010	1067 0000-0091 000	R178477	Bergh	Stephen S	2120 Gulf St Crystal Beach TX 77650	6/3 2010
210	6/30/2010	5135 0000-0044-000	R179478	McCarroll	Celeste	845 Meynig Dr Crystal Beach TX 77650	6/6/2010
211	6/30/2010	6363-0001 0012-000	R180305	Knight	Marc & Carole	3500 Smiths Point Crystal Beach TX 77650	6/17 2010
212	6/30/2010	5960 0475-1017 001	R207967	Beavers	Billy & Marie	1913 Galveston Alley Port Bolivar TX 77650	6 18/2010
213	6/30/2010	3200-0000 0127-000	R216136	Mackowski-Tomberlin	Donna	1352 Emerald Dr Crystal Beach TX 77650	5/2 2010
214	6/30/2010	3200-0000 0213-000	R216219	O'Sullivan	Janette	1340 Emerald Crystal Beach TX 77650	6/2/2010
215	6/30/2010	3755-0002 0018 000	R216790	Buntin	Robert R	1981 Avenue J Crystal Beach TX 77650	6/4/2010
216	6/30/2010	3956-0000-0007 001	R386181	Bruce	Catalina	1952 Avenue J Crystal Beach TX 77650	6/10/2010
217	6/30/2010	3760 0002-0064-001	R403925	Kujawa	Linda	803 Kahla St Crystal Beach TX 77650	6/3 2010
218	7/7/2010	4215-0000-0008-000	R125377	Bank of American Home Loan Servicing LP		16905 Jamaica Beach Rd Jamaica Beach, TX 77554	4/20/2010
219	7/7/2010	2205-0000-0526 000	R172735	Rogers	Mary	1512 Mabry Gilchrist TX 77617	6/11/2010
220	7/7/2010	4040-0000-0021-000	R172889	Cramer	Alan	2512 Hwy 87 Gilchrist TX 77617	6/17/2010
221	7/7/2010	1610-0001-0012-000	R176777	Beasley	William E	1034 Dolphin St Gilchrist TX 77617	6/17/2010
222	7/7/2010	2210-0004-0007-001	R176966	White	Harold L	986 Johnson Gilchrist TX 77617	6/16/2010
223	7/7/2010	2935-0000-0010-000	R177071	Sayre	George A & Connie M	997 Bluestein Gilchrist TX 77617	6/21/2010
224	7/7/2010	2956-0002-0005-000	R177133	Orosz	Emeric	1020 N Gayle St Gilchrist TX 77617	6/22/2010
225	7/7/2010	2958-0002-0006-000	R177269	Mallet	Cecil	978 Church St Gilchrist, TX 77617	5/25/2010
226	7/7/2010	3276-0002-0026-000	R177382	McCall	Kenneth Lee	1115 Faggards Slip Rd Gilchrist TX 77617	6/20/2010
227	7/7/2010	3585-0005-0000-001	R177493	Kent	Jan	987 Weber Gilchrist TX 77617	6/21/2010
228	7/7/2010	0064-0091-0000-000	R177852	Wood	Terry	1728 Hwy 87 Gilchrist TX 77617	6/24/2010
229	7/7/2010	0064-0095-0000-000	R177853	Baccigalopi	Ted & Marcella	1794 Hwy 87 Gilchrist, TX 77617	6/16/2010
230	7/7/2010	6180-0000-0095-000	R178107	Rayburn	Michael G. & Alberta A	1039 Rollover One Gilchrist TX 77617	6/9/2010
231	7/7/2010	6040-0000-0032-000	R179924	Meaux	David	2900 Tropicana Dr Crystal Beach TX 77650	6/16/2010
232	7/7/2010	6363-0001-0013-000	R180306	Golden	James S	3490 Smiths Point Crystal Beach,TX 77650	6/17/2010
233	7/7/2010	7120-0007-0007-000	R180961	Carver	David	2771 Tradewind Ln Crystal Beach,TX 77650	6/21/2010
234	7/7/2010	2670-0000-0033-000	R215566	Greenwood	Michael E	854 Buell Crystal Beach TX 77650	6/15/2010

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner Last Name	Owner First Name	Damaged Property Address	Presented Offer Date
235	7/7/2010	3201-0002-0044-000	R216551	Palmer	Charles D & Brenda S.	800 Eastview Crystal Beach TX 77650	6/15/2010
236	7/7/2010	3956-0000-0004-000	R217390	Andrus	Jay L	1942 Avenue J Crystal Beach TX 77650	6/19/2010
237	7/7/2010	7315-0000-0003-000	R218244	Staib	Allan	827 Alma Crystal Beach, TX 77650	6/17/2010
238	7/7/2010	7315-0000-0005 000	R218246	Driscoll	Stephen	835 Alma Crystal Beach TX 77650	6/1/2010
239	7/7/2010	7120-0007-0008-000	R434029	Carver	David	2773 Tradewind Ln Crystal Beach, TX 77650	6/21/2010
240	7/28/2010	2118-0000-0001-001	R170271	Lopez	Hilda	950 Linn Gilchrist TX 77617	7/13/2010
241	7/28/2010	2119-0000-0002 001	R170356	Drago Realty Associates	Joseph P Drago	850 Miami Gilchrist, TX 77617	7/13/2010
242	7/28/2010	1204-0000-0010-000	R172194	Kantis	Dean A	2680 Hwy 87 Gilchrist,TX 77617	7/6/2010
243	7/28/2010	1204-0000-0021-000	R172205	Glossi	David	2762 Hwy 87 Gilchrist TX 77617	6/24/2010
244	7/28/2010	2205-0000-0009-000	R172239	Barnes	Diana	1058 Pennington Gilchrist TX 77617	6/30/2010
245	7/28/2010	4040-0000-0011-000	R172879	Cessac	Freddy R & Theta D	2444 Hwy 87 Gilchrist TX 77617	7/14/2010
246	7/28/2010	4040-0000-0013-000	R172881	Kantis	Dean A.	2460 Hwy 87 Gilchrist,TX 77617	7/6/2010
247	7/28/2010	1590-0002-0022-000	R176685	Estes	Dwain M	1008 Deens Gilchrist TX 77617	7/2/2010
248	7/28/2010	1635-0000-0064-000	R176853	Cormier	Andrew	1110 Beachfront Gilchrist TX 77617	7/13/2010
249	7/28/2010	2955-0002-0008-000	R177092	Cacioppo	Mary Jo	976 Gayle St Gilchrist TX 77617	7/13/2010
250	7/28/2010	2956-0002-0008 000	R177136	Williamson	Jackie & Carolyn	1010 Gayle St Gilchrist TX 77617	6/24/2010
251	7/28/2010	2956-0003-0008-002	R177153	Werner	Kenneth	1008 Margaret Rd Gilchrist TX 77617	7/13/2010
252	7/28/2010	2957-0002-0001-000	R177205	Summers	Betty	993 Margaret Rd Gilchrist TX 77617	7/13/2010
253	7/28/2010	3585-0012 0000-002	R177525	Garcia	Mary C & Cathy	981 Faggards Rd Gilchrist TX 77617	6/8/2010
254	7/28/2010	3586-0023-0004-000	R177578	McCall, Jr	Leroy	987 Evans Gilchrist TX 77617	6/21/2010
255	7/28/2010	3586-0023-0006-000	R177580	McCall, Jr	Leroy	979 Evans Gilchrist TX 77617	6/21/2010
256	7/28/2010	3587-0014-0009-000	R177721	Randall	Mary	1033 Gulf Supply Rd Gilchrist TX	7/13/2010
257	7/28/2010	3587 0014-0011-000	R177722	Howard	John	1039 Gulf Supply Rd Gilchrist TX 77617	7/13/2010
258	7/28/2010	3587-0021-0028-000	R177799	Wang	Niki	1080 Blacks Slip Gilchrist TX 77617	6/22/2010
259	7/28/2010	7336-0000-0013-000	R178213	Cramer	Alan	993 George St Gilchrist, TX 77617	6/25/2010
260	7/28/2010	4050-0000-0019-000	R178920	Hodge	Charles W	945 Gulf Rd. Crystal Beach, TX 77650	7/13/2010
261	7/28/2010	4050-0000-0332-000	R179209	Bland	Juliet & Steve	2612 Holiday Dr Crystal Beach TX 77650	6/28/2010
262	7/28/2010	6285-0000-0008-000	R180090	McFerrin(Tim Properties LLC)	Tom	2698 Gillespie Crystal Beach, TX 77650	6/29/2010
263	7/28/2010	5960-0350-0015-000	R207219	Desormeaux	Larry J	1404 Front Ave Port Bolivar, TX 77650	7/14/2010
264	7/28/2010	5960-0450-1003-001	R207888	Carter	Daniel	1810 Houston Alley Port Bolivar TX 77650	6/23/2010
265	7/28/2010	6280-0014-0009-000	R218058	LaGrange	Bryan	841 Trout Blvd Crystal Beach TX 77650	7/14/2010
266	7/28/2010	6180-0000-0051-000	R303824	McCay	M A.	1128 Rollover Cr Gilchrist TX 77617	7/14/2010
267	8/4/2010	4109-0000-0002-000	R170310	Hidalgo	Robert A	955 Smith Rd Gilchrist TX 77617	7/14/2010
268	8/4/2010	1825-0002-0004-002	R176881	Crenshaw	John E-Estate of Rosa D Cren	972 Dolly St Gilchrist TX 77617	7/16/2010
269	8/4/2010	2955-0001-0006-000	R177082	Chen	Anthony, Chi-Wa	978 Bay Street Gilchrist TX 77617	7/14/2010
270	8/4/2010	2955-0003-0004-000	R177105	Player	Craig	981 Gayle Gilchrist TX 77617	7/14/2010
271	8/4/2010	2957-0003-0006-000	R177230	Oehlers	Eddie G & Betti Lanell	975 ELIZABETH ST GILCHRIST TX 77617	7/12/2010

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GLAD Number	Property ID	Owner Last Name	Owner First Name	Damaged Property Address	Presented Offer Date
272	8/4/2010	3585-0013-0006-000	R177532	Rand	Jay Ortega	982 Faggards Rd Gilchrist, TX 77617	7/6/2010
273	8/4/2010	3587-0013-0011-000	R177695	Krystapons	James	1052 Faggards Rd Gilchrist TX 77617	7/7/2010
274	8/4/2010	6180-0000-0013-000	R178069	Grail	Thomas & Jill	1047 Rollover Cr Gilchrist TX 77617	7/15/2010
275	8/4/2010	1067-0000-0047-000	R178432	DeRouen	Jimmy D	7100 Pond Srt Crystal Beach TX 77650	7/20/2010
276	8/4/2010	7071-0000-0050-000	R178724	REDERA LLC	Lasater, Debra-Manager	3389 Sandcastle Ln Crystal Beach TX 77650	7/15/2010
277	8/4/2010	4467-0001-0004-000	R179225	Perkins	Robert & Lana	3280 Treasure Ln Crystal Beach TX 77650	7/15/2010
278	8/4/2010	6040-0000-0027-000	R179919	Cherry	Donald B	921 Bahama Dr Crystal Beach TX 77650	7/10/2010
279	8/4/2010	7120-0010-0002-000	R180997	Lanning	Michael	2754 Tradewinds Crystal Beach TX 77650	7/12/2010
280	8/4/2010	7120-0010-0003-000	R180998	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650	7/12/2010
281	8/4/2010	6550-0006-0014-000	R186430	Schaumburg	George J Jr	3590 Tarpon Way Crystal Beach TX 77650	7/10/2010
282	8/4/2010	3200-0000-0126-000	R216135	Kirchoff	Steve & Jaque	1354 Emerald Ave Crystal Beach, TX 77650	7/9/2010
283	8/4/2010	3200-0000-0286-000	R216288	Barnett	Kenneth John	701 Holiday Crystal Beach TX 77650	7/17/2010
284	8/4/2010	3586-0024-0000-004	R371923	Vargas	Raul	980 Evans St Gilchrist TX 77617	7/9/2010
285	8/4/2010	0052-0009-0000-007	R389032	Fortenberry	David & Sandy	2586 Hwy 87 Gilchrist TX 77617	7/15/2010
286	8/4/2010	1825-0001-0006-000	R515250	Ingvardsen	John & Amy	975 Dolly Gilchrist TX 77617	7/12/2010
287	8/18/2010	1204-0000-0003-000	R172187	Bonnette Jr	Randall J	2626 Hwy 87 Gilchrist TX 77617	7/26/2010
288	8/18/2010	1204 0000-0008-000	R172192	Husband	Guy B & Charlotte	2666 Hwy 87 Gilchrist TX 77617	7/22/2010
289	8/18/2010	1204-0000-0022 000	R172206	Lyday	Sandra	2770 Hwy 87 Gilchrist TX 77617	8/3/2010
290	8/18/2010	1204-0000-0033 000	R172217	Husband	Guy B & Charlotte	2844 Hwy 87 Gilchrist TX 77617	7/22/2010
291	8/18/2010	1204 0000-0040-001	R172231	Husband	Guy B & Charlotte	2898 Hwy 87 Gilchrist TX 77617	7/22 2010
292	8/18 2010	2205-0000 0255-000	R172472	Perkins	Terry & Dixie	1244 Van Sant Gilchrist TX 77617	7/30/2010
293	8/18/2010	2956-0003-0011 000	R177156	Lovett	Charles Allen	1011 Gayle St Gilchrist TX 77617	7/15/2010
294	8/18/2010	6755 0002-0004-000	R180594	Robach	Patrick & Michelle	2906 Cedar Ln Crystal Beach TX 77650	7/20/2010
295	8/18/2010	7120 0012 0005 000	R181017	Langtree	John A	2830 Tradewinds Ln Crystal Beach TX 77650	5/20/2010
296	8/18/2010	5960 0424-0007 000	R207564	Simpson	George H	1706 Houston Alley Port Bolivar TX 77650	8/3/2010
297	8/18/2010	5134 0000-0006-000	R214287	O'Brian	Russell	1398 Gulf St Crystal Beach TX 77650	7/19/2010
298	8/18/2010	5134-0000-0015 000	R214293	McCool	Richard H & Shirley A	805 Sandollar Cr Crystal Beach TX 77650	8/3/2010
299	8/18/2010	3755-0001-0005-000	R216768	REDERA LLC	Debra Lasater Manager	1984 Ave J Crystal Beach TX 77650	7/20/2010
300	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
301	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
302	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
303	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
304	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
305	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
306	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
307	9/1/2010	1825-0002-0019-000	R176893	Grillo	Delores	975 Jean St Gilchrist TX 77617	8/24/2010
308	9/1/2010	2956 0004-0006-000	R177167	Hanks	Willie B & Mildred	1018 N Elizabeth St. Gilchrist, TX 77617	8/9/2010

COMMISSIONER S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

Vc	Court Action Date	GCAD Number	Property ID	Owner Last Name	Owner First Name	Damaged Property Address	Presented Offer Date
309	9/1/2010	6285-0000-0016-000	R180097	Kline	Sandra	2740 Gillespie Crystal Beach TX 77650	8/10/2010
310	9/1/2010	6755-0001-0003-000	R180588	Hebert	Anne K	2904 Gulf Rd. Crystal Beach TX 77650	8/14/2010
311	9/1/2010	6755-0001-0005-000	R180589	Henley	Terry & Jane	2914 Gulf Dr. Crystal Beach TX 77650	8/3/2010
312	9/1/2010	6550-0006-0017-000	R186433	Metzger	Clarence J & Ruth	3596 Tarpon Way Crystal Beach TX 77650	8/13/2010
313	9/1/2010	7725-0009-0003-000	R213209	Puritscher-Sauceda	Augustine	4418 Heron St Hitchcock TX 77563	8/24/2010
314	9/1/2010	7725-0015-0041-000	R213389	Michaels	Maris Marlene	4738 Mallard Hitchcock TX 77563	8/24/2010
315	9/1/2010	1845-0003-0013-000	R214562	Krebs/Reedy	Stephen P/Rex	1830 Redfish Ln Crystal Beach TX 77650	8/23/2010
316	9/1/2010	1945-0001-0001-000	R215473	Stephens	Elmer	1798 Redfish Ln Crystal Beach TX 77650	8/23/2010
317	9/1/2010	3755-0001-0007-000	R216770	ROBB	ALAN	1976 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
318	9/1/2010	3755-0001-0009-000	R216772	ROBB	ALAN	1968 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
319	9/1/2010	4165-0000-0080-002	R217678	Phipps	Barry & Peggy	821 Tinkle Ln Crystal Beach, TX 77650	8/23/2010
320	9/1/2010	2875-0000-0029-000	R221797	Bertarini	Ronald	365 Atkinson Crystal Beach TX 77650	7/27/2010
321	9/1/2010	5465-0000-0022-000	R222017	Maniba	Joyce	113 Ocean Shores Crystal Beach, TX 77650	8/12/2010
322	9/8/2010	2955-0002-0006-000	R177090	Kirkpatrick	Henry	986 Gayle St Gilchrist TX 77617	8/20/2010
323	9/8/2010	7725-0028-0015-000	R213576	Curran	Patricia F	4812 Bayou Ln Hitchcock TX 77563	8/23/2010
324	9/8/2010	1865-0000-0121-000	R214684	Eschete-Hatchik	Karen A.	824 East Rd. Crystal Beach TX 77650	8/20/2010
325	9/8/2010	1865-0000-0122-001	R214685	Eschete-Hatchik	Karen A	820 East Rd Crystal Beach TX 77650	8/20/2010
326	9/8/2010	1865-0000-0122-002	R214686	Eschete-Hatchik	Karen A.	818 East Rd Crystal Beach TX 77650	8/20/2010
327	9/8/2010	2671-0000-0003-000	R215574	Kline	Sandra	849 Lazy Ln Crystal Beach TX 77650	8/22/2010
328	9/8/2010	3200-0000-0508-000	R216488	Kline	Sandra	773 Townsend Crystal Beach TX 77650	8/22/2010
329	9/15/2010	4187 0000-0000-013	R125430	Bradley	Elizabeth	16501 Jamaica Beach Rd Jamaica Beach TX 77554	8/23/2010
330	9 15/2010	4040-0000-0025-000	R172893	Schoeman	Cary	2534 Hwy 87 Gilchrist, TX 77617	8/24/2010
331	9/15/2010	2210-0003-0025 000	R176965	Quinn	Lisa & Phillip	1355 Keith Ave Gilchrist TX 77617	9/1/2010
332	9/15/2010	7120 0010-0001-000	R180996	McCracken	Ronald L	2750 Tradewind Crystal Beach TX 77650	8/29/2010
333	9/15/2010	1845-0002-0008-000	R214532	Brewer	Roy V	1816 Pompano Ln Crystal Beach TX 77650	8/14/2010
334	9/22/2010	2119-0000-0007-000	R170361	Armstrong	Doris M	830 Miami St Gilchrist TX 77617	9/1/2010
335	9/22/2010	4315-0002 0004-000	R177916	Herlaud	Albert	984 Pontiff St Gilchrist TX 77617	9/5/2010
336	9/22/2010	2900-0003-0001 000	R215872	Cribbs	C Haden	1865 Croaker St Crystal Beach TX 77650	9/1/2010
337	9/22/2010	3755-0001-0006 000	R216769	Bunton	Robert R	1980 Avenue J Crystal Beach TX 77650	9/1/2010
338	9/29/2010	1204-0000 0001-000	R172185	Emerald	A John	2610 Hwy 87 Gilchrist TX 77617	9/14/2010
339	9/29/2010	3585 0011-0000-008	R177517	Golden/Estate of Luann Golde	Dewey Kent	989 Alicia Dr Gilchrist, TX 77617	9/8/2010
340	9/29/2010	0064-0116-0000-000	R178055	Deasy	Mike W & Kathie	967 Bauer St Gilchrist, TX 77617	9/10/2010
341	9/29/2010	4980-0004-0028 000	R179430	Freeman	Bill & Patricia	966 S Stingaree Crystal Beach, TX 77650	9/6/2010
342	9/29/2010	6270-0001 0018-000	R180361	Davis	Barry J & Roberta Rita	3168 Gulf Castle Crystal Beach TX 77650	8/31/2010
343	9/29/2010	3200-0000-0016 000	R216034	Spiker	Renea	950 Wommack Crystal Beach TX 77650	9/8/2010
344	9/29/2010	1610-0004 0010-001	R309443	Davis	Charles	1047 Buck Shot Gilchrist TX 77617	9/8/2010

COMMISSIONER S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GLAD Number	Property ID	Owner Last Name	Owner First Name	Damaged Property Address	Presented Offer Date
345	10/6/2010	3276-0002-0012-000	R177372	Hilligiest	Jerry	1061 Faggards Slip Gilchrist TX 77617	9/13/2010
346	10/6/2010	3586-0029-0017-000	R177613	Miranda	Leslie & David	984 Legers St Gilchrist TX 77617	9/14/2010
347	10/6/2010	4660-0019-0006-000	R177948	Butler	H. Joseph	988 Dangle Dr Gilchrist TX 77617	9/16/2010
348	10/6/2010	3201-0003-0047-000	R216554	Bennett	Darlene B	2028 Seaside Crystal Beach TX 77650	9/15/2010
349	10/6/2010	3956-0000-0078-000	R217465	Kelly	Byron & Karen	1951 Avenue G Crystal Beach, TX 77650	9/15/2010
350	10/6/2010	5152-0000-0010-000	R221412	Kay	Judy H	429 Atkinson Crystal Beach TX 77650	9/13/2010
351	10/6/2010	2956-0005-0004-002	R422906	Castleberry	Robert Keith	1028 Mae St Gilchrist TX 77617	8/31/2010
352	10/13/2010	7336-0000-0001-001	R178199	Wilkinson	Sue	983 Butterfield Gilchrist TX 77617	9/20/2010
353	10/13/2010	5960-0500-1011-000	R208049	Barton	Ed W.	2023 Galveston Ave Port Bolivar, TX 77650	9/30/2010
354	10/13/2010	3201-0010-0199-000	R216680	Doucet	Jerry S & Mary F	2024 Crestview Crystal Beach, TX 77650	9/21/2010
355	10/27/2010	1590-0002-0004-000	R176670	Gaston	Sharon	1041 Deens St. Gilchrist TX 77617	9/15/2010
356	10/27/2010	7070-0000-0022-000	R178694	Mason	Brad & Monica	1398 Sand Castle Crystal Beach TX 77650	10/6/2010
357	10/27/2010	0068-0008-0000-000	R181371	Shaddock	Carroll, Trustee	932 Marina's Vineyard Ln. Gilchrist, TX 77650	9/15/2010
358	11/3/2010	1610-0001-0000-001	R176763	Tucker	Bruce	1045 Mae St Gilchrist TX 77617	7/29/2010
359	11/3/2010	1635-0000-0048-000	R176848	Malley	Michael G	1160 Beachfront Gilchrist TX 77617	9/15/2010
360	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
361	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
362	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
363	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
364	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
365	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
366	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
367	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
368	12/1/2010	7335-0002-0018-000	R178188	Fazelimanesh	Ardeshire & Karen	975 Austin Dr Gilchrist TX 77617	11/12/2010
369	12/1/2010	3201-0004-0054 000	R216561	Mapps	Jana	2012 Seaside Crystal Beach TX 77650	11/1/2010
370	12/15/2010	3587-0020-0071-000	R177778	Sherman,Sr	Jimmy Lee& Judith E	1175 Black's Slip Gilchrist TX 77617	8/23/2010
371	12/15/2010	7120-0001-0020-000	R180753	Porter	Charles F & Betty	907 Sandune Dr Crystal Beach TX 77650	11/16/2010
372	1/5/2011	4040-0000-0003-000	R172871	Fischer	John & Shirley	2394 Hwy 87 Gilchrist TX 77617	12/14/2010
373	1/5/2011	4040-0000-0004-000	R172872	Fischer	John & Shirley	2400 Hwy 87 Gilchrist TX 77617	12/14/2010
374	1/5/2011	4040-0000-0006-000	R172874	Connolly	Thomas	2408 Hwy 87 Gilchrist TX 77617	12/15/2010
375	1/5/2011	3585-0012-0000-001	R177526	Brown	James	985 Faggards Rd. Gilchrist TX 77617	11/29/2010
376	1/5/2011	3585-0012-0000-004	R177527	Guthrie	Harry H. & Beverly A.	989 Faggard Rd Gilchrist TX 77617	12/6/2010
377	1/5/2011	7335-0002-0016-000	R178186	Self	Connie M.	987 Austin Dr. Gilchrist TX 77617	12/8/2010
378	1/5/2011	1865-0000-0040-000	R515056	Clarke	Kenton	315 S O'neal Crystal Beach TX 77650	12/14/2010
379	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
380	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
381	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
382	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
383	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
384	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
385	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
386	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
387	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
388	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
389	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
390	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
391	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
392	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
393	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner Last Name	Owner First Name	Damaged Property Address	Presented Offer Date
394	2/16/2011	2119-0000-0011-000	R170365	Roberts	Judith	843 Miami Gilchrist TX 77617	1/25/2011
395	2/16/2011	0045-0004-0000-000	R171493	Sutton	William	970 Fletcher Ln Gilchrist TX 77617	2/1/2011
396	2/16/2011	2275-0000-0001-002	R171501	Sutton	William	982 Fletcher Ln Gilchrist TX 77617	2/1/2011
397	2/16/2011	0064-0052-0000-000	R176663	Brown	Stanley & June	1570 Hwy 87 Gilchrist TX 77617	1/29/2011
398	2/16/2011	2955-0002-0001-000	R177085	Heintz	Harry Frank III	995 Bay St. Gilchrist TX 77617	1/31/2011
399	2/16/2011	2956-0004-0007-000	R177168	Haag	Kermit & Julia	1012 Elizabeth St Gilchrist TX 77617	1/26/2011
400	2/16/2011	3587-0013-0007-000	R177692	Roberts	Judith	1036 Faggards Rd Gilchrist TX 77617	1/31/2011
401	2/16/2011	0064-0078-0000-001	R178152	Zimmerman	Frank & Jane W	1686 Hwy 87 Gilchrist TX 77617	1/27/2011
402	2/16/2011	0064-0119-0000-000	R178221	Hufferd Jr.	Lowell	975 Geary Gilchrist TX 77617	1/24/2011
403	2/16/2011	0064-0118-0000-000	R178223	Sather	Brian	976 Butterfield Ln Gilchrist TX 77617	1/26/2011
404	2/16/2011	4050-0000-0344-000	R179220	George	Bonita	2568 Holiday Dr Crystal Beach TX 77650	1/12/2011
405	2/16/2011	7120-0012-0002-000	R181014	King	Douglas & Bruce	2820 Tradewind Ln Crystal Beach TX 77650	1/27/2011
406	2/16/2011	4750-0026-0007-000	R221977	MESSINA	MARY BETH & MICHAEL R	4419 STRANO AVE Pt Bolivar TX 77650	2/2/2011
407	2/16/2011	0064-0101-0002-000	R296602	Husband	Guy & Charlotte	982 Mazzu St Gilchrist TX 77617	1/13/2011
408	2/16/2011	3587-0020-0003-001	R381104	Frederick	Katherine Ann	1035 Blacks Slip Gilchrist TX 77617	1/27/2011
409	[redacted]						
410							
411							
412							
413							
414							
415	3/8/2011	2118-0000-0002-002	R170276	Hearring	Samuel	700 Miami Gilchrist TX 77617	2/9/2011
416	3/8/2011	2119-0000-0009-000	R170364	Smith	Linda F.	835 Miami Gilchrist TX 77617	2/9/2011
417	3/8/2011	4040-0000-0023-000	R172891	Bryan	C. Michael	2529 Hwy 87 Gilchrist TX 77617	2/9/2011
418	3/8/2011	2865-0002-0015-000	R177101	Fuselier	Elaine	985 Bay Street Gilchrist TX 77617	2/13/2011
419	3/8/2011	3586-0029-0015-002	R177612	Miranda	David & Leslie	990 Layers St Gilchrist TX 77617	2/6/2011
420	3/8/2011	7385-0002-0010-000	R178182	Sandifer	Thibodeau, Grothe	2142 Hwy 87 Gilchrist TX 77617	2/10/2011
421	3/8/2011	4050-0000-0333-000	R179219	Wicotra	Mary	2606 Holiday Crystal Beach TX 77650	2/9/2011
422	3/8/2011	4467-0001-0010-000	R179231	Galadin	Frances	3308 Treasure Ln Crystal Beach TX 77650	2/9/2011
423	3/8/2011	5670-0000-0178-000	R179869	Dilach	Ralph	2485 Gilmore Crystal Beach TX 77650	2/9/2011
424	3/8/2011	6270-0001-0002-000	R180345	Parker	Richard	3240 Gulf Castle Dr Crystal Beach TX 77650	2/9/2011
425	3/8/2011	6270-0001-0009-000	R180352	Brown	Robert & Linda	3200 Gulf Castle Dr Crystal Beach TX 77650	2/10/2011
426	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2768 Tradewinds Crystal Beach TX 77650	2/8/2011
427	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2770 Tradewinds Crystal Beach TX 77650	2/8/2011
428	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2772 Tradewinds Crystal Beach TX 77650	2/8/2011
429	3/8/2011	4050-0000-0339-000	R269308	Smith	Carole	2588 Holiday Crystal Beach TX 77650	11/15/2010
430	3/8/2011	3750-0000-0102-000	R291923	Hughes	Jess & Carolyn	220 Gulfport Crystal Beach TX 77650	2/10/2011
431	3/15/2011	1204-0000-0035-000	R172219	Furnace	John	2860 Hwy 87 Gilchrist TX 77617	2/13/2011
432	3/15/2011	0054-0010-0000-000	R173807	Wilkes	Brenda	958 Duff Maverick Gilchrist TX 77617	2/9 2011
433	3/15/2011	1610-0003-0007-000	R176804	Lockhart	Judith	1030 Buck Shot Gilchrist TX 77617	2/18/2011
434	3/15/2011	2958-0001-0007-002	R177257	Rozelle	Ray	982 Kirks Rd Gilchrist TX 77617	2/18/2011
435	3/15/2011	3276-0003-0070-000	R177442	Sparks	Michael	1279 Waco Gilchrist TX 77617	2/9/2011
436	3/15/2011	3587-0002-0014-000	R177642	Henderson	Don	1063 Hamm Rd Gilchrist TX 77617	2/9/2011
437	3/15/2011	3587-0021-0040-000	R177804	Piazza Sr	Joseph	1104 Blacks Slip Rd Gilchrist TX 77617	2/18/2011
438	3/15/2011	1840-0000-0011-000	R177817	Burgin	Melissa	1176 Blacks Slip Rd Gilchrist TX 77617	2/15/2011
439	3/15/2011	4467-0001-0014-000	R179235	Koehler	Michael	3326 Treasure Ln Crystal Beach TX 77650	2/9/2011
440	3/15/2011	7724-0000-0025-000	R213017	Richie	Ruth	4633 Hwy 6 Hitchcock TX 77563	2/15/2011
441	3/15/2011	3201-0003-0049-000	R216556	Doherty	Timothy & Michelle	2024 Seaside Crystal Beach TX 77650	2/13/2011
442	3/15/2011	6895-0000-0001-000	R218109	Beck	Charles & JoAnn	800 Mr G Crystal Beach TX 77650	3/1/2011
443	3/15/2011	3585-0006-0000-001	R404043	Shields	Henry & Sharon	2210 Hwy 87 Gilchrist TX 77617	2/15/2011

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

No	Court Action Date	GFAD Number	Property ID	Owner 1 Last Name	Owner 1 First Name	Damaged Property Address	Presented Offer Date
444	3/22/2011	2118-0000-0004-002	R170282	Crews	E. Earl	947 Cass Mare, Dickinson TX 77617	3/2/2011
445	3/22/2011	6045-0000-0000-000	R171462	Lakeshore Partnership	James C.	901 Eason Ln Dickinson TX 77617	2/28/2011
446	3/22/2011	6054-0010-0000-000	R178815	Kruger	Rebecca	908 Hubert Run Dickinson TX 77617	2/26/2011
447	3/22/2011	2588-0001-0000-002	R177448	Hanson	Rodney & Donna	908 Kirk Rd. Dickinson TX 77617	2/13/2011
448	3/22/2011	2588-0001-0000-001	R177456	Carter	James & Cheryl	985 Mae St. Dickinson TX 77617	2/28/2011
449	3/22/2011	2588-0002-0013-000	R177275	Tolbert	Lonnie	901 Kirk Rd. Dickinson TX 77617	2/26/2011
450	3/22/2011	2588-0003-0002-000	R177282	Haynes, Williams	Shelia James	968 Hubert St. Dickinson TX 77617	2/22/2011
451	3/22/2011	2276-0002-0000-000	R177367	Roberts	Cliff & Shannon	1024 Fitzgerald Sea Rd. Dickinson TX 77617	2/16/2011
452	3/22/2011	2588-0026-0000-000	R177940	Polk	Ann	961 Bus Rd. Dickinson TX 77617	3/2/2011
453	3/22/2011	4487-0001-0000-000	R178024	Lanham	George	3016 Tarpon Ln. Crystal Beach TX 77650	2/11/2011
454	3/22/2011	4487-0001-0012-000	R178018	Mabry	James & Linda Kay	3016 Tarpon Lane Crystal Beach TX 77650	3/8/2011
455	3/22/2011	5470-0000-0176-000	R179844	Cornelison	Wayne	2444 Gilmore St. Crystal Beach TX 77650	2/11/2011
456	3/22/2011	6285-0000-0000-000	R180087	Chesapeake LLC	JFW	2000 Gilmore Crystal Beach TX 77650	3/1/2011
457	3/22/2011	6285-0001-0014-000	R180092	Baker	Brian	3600 Tarpon Way Crystal Beach, TX 77650	4/16/2010
458	3/22/2011	6285-0001-0015-000	R180093	Baker	Brian	3600 Tarpon Way Crystal Beach, TX 77650	4/16/2010
459	3/22/2011	6285-0001-0016-000	R180094	Baker	Brian	3613 Tarpon Way Crystal Beach, TX 77650	4/16/2010
460	3/22/2011	7724-0008-0034-000	R211100	Garcia	Felix Jr.	4614 Pelican Dickinson TX 77650	2/15/2011
461	3/22/2011	5291-0004-0021-000	R176557	Adams	Steve	2000 Seaside Crystal Beach TX 77650	2/15/2011
462	3/22/2011	5291-0004-0024-000	R176561	Valles	Jose & Vivi	2008 Seaside Crystal Beach TX 77650	3/3/2011
463	3/22/2011	5298-0004-0000-000	R177355	Leader	Chris	1006 Avenue J Crystal Beach TX 77650	2/26/2011
464	3/22/2011	2276-0000-0120-000	R221780	Fulbert	Dennis & Pamela	705 Alabama Crystal Beach TX 77650	2/11/2011
465	3/22/2011	6041-0000-0001-000	R242055	Williams	Gary & Ruth	2211 Hawaii Crystal Beach TX 77650	2/3/2011
466							
467							
468							
469							
470							

Total Contracts	470

COMMISSIONER'S COURT BUYOUT LIST 3/29/2011 COURT ACTION DATE

[illegible]	[illegible]	[illegible]	Property ID	Owner Last Name	Owner First Name	Damaged Property Address	[illegible]
444	3/22/2011	2118-0000-0004-002	R170282	Draper	E. Linn	947 Casa Mare, Gilchrist TX 77617	3/3/2011
445	3/22/2011	0045-0003-0000-000	R171492	J Broussard Partnership	James C	951 Edson Ln Gilchrist TX 77617	2/28/2011
446	3/22/2011	0054-0019-0000-000	R173818	Knapp	Rebecca	958 Rabbit Run Gilchrist TX 77617	2/26/2011
447	3/22/2011	2958-0001-0000-002	R177248	Henson	Rodney & Donna	996 Kirks Rd, Gilchrist TX 77617	2/13/2011
448	3/22/2011	2958-0001-0008-001	R177258	Laney	James & Cheryl	985 Mae St, Gilchrist TX 77617	2/28/2011
449	3/22/2011	2958-0002-0012-000	R177275	Todnem	Daniel	981 Kirk Rd Gilchrist TX 77617	2/28/2011
450	3/22/2011	2958-0003-0003-000	R177283	Baynes, Williams	Sheila, James	968 Hebert St, Gilchrist TX 77617	2/22/2011
451	3/22/2011	3276-0002-0006-000	R177367	Robbins	Cliff & Shannon	1035 Faggards Slip Rd, Gilchrist TX 77617	2/15/2011
452	3/22/2011	3586-0025-0005-000	R177590	Tully	Ann	991 Bos Rd, Gilchrist TX 77617	3/2/2011
453	3/22/2011	4467-0001-0003-000	R179224	Lawton	George	3276 Treasure Ln, Crystal Beach TX 77650	2/11/2011
454	3/22/2011	4467-0001-0012-000	R179233	Makin	James & Lynda Kay	3318 Treasure Lane Crystal Beach TX 77650	3/6/2011
455	3/22/2011	5670-0000-0176-000	R179888	Christian	Wayne	2484 Gilmore St Crystal Beach TX 77650	2/11/2011
456	3/22/2011	6286-0000-0005-000	R180087	Properties Llc	JFW	2680 Gillespie, Crystal Beach TX 77650	3/1/2011
457	3/22/2011	6550-0001-0014-000	R186382	Babin	Brian	3630 Tarpon Way Crystal Beach, TX 77650	4/16/2010
458	3/22/2011	6550-0001-0015-000	R186383	Babin	Brian	3620 Tarpon Way Crystal Beach, TX 77650	4/16/2010
459	3/22/2011	6550-0001-0016-000	R186384	Babin	Brian	3610 Tarpon Way Crystal Beach,TX 77650	4/16/2010
460	3/22/2011	7725-0003-0034-000	R213100	Garcia	Felicita	4623 Pelican Hitchcock, TX 77563	2/15/2011
461	3/22/2011	3201-0004-0051-000	R216557	Moore	Steve	2020 Seaside, Crystal Beach TX 77650	2/15/2011
462	3/22/2011	3201-0004-0055-000	R216562	Tucker	John & Vicki	2008 Seaside, Crystal Beach TX 77650	3/3/2011
463	3/22/2011	3956-0000-0009-000	R217395	Lasater	Debra	1956 Avenue J, Crystal Beach TX 77650	2/25/2011
464	3/22/2011	2875-0000-0020-000	R221789	Fulkert	Dennis & Patricia	329 Atkinson, Crystal Beach TX 77650	2/13/2011
465	3/22/2011	6897-0000-0001-000	R425053	Williams	Gene & Ruth	2514 E Howell Crystal Beach TX 77650	2/3/2011
466	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
467	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
468	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
469	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
470	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]
Total Contracts	470

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 11 day of March, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Ralph Sauer, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 1196 Bryants Ln, Gilchrist TX 77617, Legal Description ABST 54 PAGE 10 W K DALTON SURVEY TR 17 0 667 ACRS and ABST 54 PAGE 10 W K DALTON SUR TR 18 0 493 ACRS

Seller represents and understands

- The **Premises** was damaged by flood;
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$191,250.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$191,250.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$375,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$247,900.00** and structural damage from wind insurance of **$21,500 00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0 00** for certain repairs for which receipts were provided have been added Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $255,000.00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal.

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

K17381

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County**.

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 11 day of March, 2011

R. H. Sauer

Seller Signature

Ralph Sauer
Seller Printed Name

Galveston County

By: Mark Henry

Mark Henry
County Judge

Attest: Dwight A. Sullivan

Dwight Sullivan
County Clerk

F197517

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 10th day of March, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Billie Klingbeil, ("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 1016 Church St, Gilchrist TX 77617, Legal Description. ABST 64 E FRANKS LOTS 5 and 6 BLK 2 BAYVIEW.

Seller represents and understands:

- The **Premises** was damaged by flood;
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1. **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$49,875.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$49,875.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title.

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$66,500.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$0.00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits.

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises**. Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County**. The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**.

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R176789

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12. This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 10th day of March, 2011

Billie J. Klingbeil
Seller Signature

Billie Klingbeil
Seller Printed Name

Billie J. Klingbeil

Galveston County

By: Mark Henry
Mark Henry
County Judge

Attest: Dwight A. Sullivan
Dwight Sullivan
County Clerk

RI 16.139

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 7 day of MARCH, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Thomas Carey, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 2188 Hwy 87, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS N 100 FT LOT 3 & W 15 FT OF N 100 OF LOT 4 GILCHRIST S/D 105 X 100 FT

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$78,889.02** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$78,889.02** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$120,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$14,814.64** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs executors, successors and assigns

DATED this 7 day of MARCH, 2011

Thomas Carey
Seller Signature

Thomas Carey
Seller Printed Name

Galveston County

By: Mark Henry
Mark Henry
County Judge

Attest: Dwight R. Sullivan
Dwight Sullivan
County Clerk

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 8th day of March, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Anthony Marcus and Brenda Marcus ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 1044 Blacks Slip, Gilchrist TX 77617, Legal Description. ABST 64 E FRANKS TD TR 10 BEING N 50 FT OF S 620 OF W 75 FT LOT 21 GILCHRIST PROLONGATION 50 X 75 FT

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$9,750.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$9,750.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$75,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$69,200.00** and structural damage from wind insurance of **$11,699.49** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$450.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of $13,000.00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 8th day of MARCH, 2011

Anthony Marcus
Seller Signature

Anthony Marcus
Seller Printed Name

Brenda Marcus
Seller Signature

Brenda Marcus
Seller Printed Name

Galveston County

By: Mark Henry
Mark Henry
County Judge

Attest: Dwight D. Sullivan
Dwight Sullivan
County Clerk

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 9th day of March, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Stephen Mewborn and Tammi Mewborn, ("Seller")** regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County Texas (Premises") more particularly described as follows, to-wit 962 S Jacks Rd, Crystal Beach TX 77650, Legal Description Lots 113 through 116, J & S Beach Addn #2, and adjoining Tract 179-148-13, Abstract 179

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily and
- That if **Seller** withdraws from this sale **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$93,750 00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$93,750 00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$250,000 00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$125,000.00** and structural damage from wind insurance of **$81,250 17** and **$0 00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0 00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $125,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County** as unilaterally determined by **County**, will be deducted from the purchase price at closing or if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale** that he has had an opportunity if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 9th day of March, 2011

Seller Signature

Stephen Mewborn
Seller Printed Name

Seller Signature

Tammi Mewborn
Seller Printed Name

Galveston County

By _____
Mark Henry
County Judge

Attest: _____
Dwight Sullivan
County Clerk

AGENDA ITEM #32b

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is _____

BUSINESS ENTITY CONFLICT

* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons: (Check all which are applicable.)

( ) Ownership of 10% or more of the voting stock or shares of the business entity.

( ) Ownership of 10% or more of the fair market value of the business entity

( ) Ownership of $15,000. or more of the fair market value of the business entity.

( ) Funds received from the business entity exceed 10% of ** _____ gross income for the previous year.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

*_____ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable.)

***

( ) Real property is involved and _____ have an equitable or legal ownership with a fair market value of at least $2,500.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. 32b dated March 29, 2011 (Fill in if applicable.)

Signature of Official

County Commissioner Precinct 1
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 29th day of March, 2011.

DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By: Brandy Chapman
Brandy Chapman Deputy

* ("I" or name of relative or relationship)
** (my, his, her)
*** (I, he, she)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 16th day of February, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County"), and Ronald L McCracken, ("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 2750 Tradewind Crystal Beach TX 77650, Legal Description: ABST 65 PAGE 7 LOT 1 BLK 10 TIDELANDS ADDN

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale.

The parties agree as follows.

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$100,000.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$100,000.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title.

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$242,400.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$120,149.38** and structural damage from wind insurance of **$43,600.62** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$5,118.05** for certain repairs for which receipts were provided have been added. The Texas General Land office (GLO) is contributing up to $65,000.00 toward the required 25% local match The GLO contribution specific to your offer is $25,000.00 Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of $100,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.

10 **Seller** understands this is a voluntary transaction. Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits.

11. **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 23 day of February, 2011

Seller Signature

Mary S. McCracken

Ronald L McCracken
Seller Printed Name

Galveston County

By:

Mark Henry
County Judge

Attest:

Dwight Sullivan
County Clerk