



THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

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

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

August 29, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: Consideration of Discretionary Exemption – 2025 Harley-Davidson model FLHTP

Gentlemen,

It is requested that the Commissioners' Court grant an exemption as referenced in Local Government Code section 262.024 (a)(2), Discretionary Exemptions, an item necessary to preserve or protect the public health or safety of the residents of the county, to purchase the following: 2025 Harley-Davidson model FLHTP

The motorcycle is intended for use by local law enforcement or emergency response personnel. The motorcycle is to be used for patrol purposes; it enhances public safety by allowing officers to respond more swiftly to incidents. The motorcycle serves a clear law enforcement purpose, aligns with the statutory intent to streamline procurement for public safety, and is consistent with judicial interpretations that support local government discretion in such matters. Law enforcement vehicles are recognized for their essential role in public safety.

Law enforcement vehicles remain challenging to procure, and this specific model is being phased out. Its successor is expected to cost roughly \$10,000 more, further complicating budget considerations. The purchase will be for 3 models, one will be reimbursed 100% through the Operation Lone Star Grant FY25, and two will be purchased from asset forfeiture funds.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn
Interim Purchasing Agent

Date:

VEHICLE BUYER'S ORDER

Buyer Name and Address	Co-Buyer Name and Address	Seller/Dealer Name and Address
GALVESTON COUNTY SHERIFF'S OFFICE 601 54th ST GALVESTON, TX 77551 County: GALVESTON Email: Clayton.Pope@GalvestonCountyTX.gov Phone: Cell: 409-342-4423	N/A County: Email: Phone: Cell:	Teddy Morse's Cowboy Harley-Davidson of Austin 10917 IH-35 South Austin, TX 78747 Salesperson: Brent Johnstone Deal Number:

Agreement to Purchase. Buyer and Co-Buyer agree to buy the vehicle described below ("Vehicle") from Seller/Dealer. By signing this Buyer's Order ("Agreement"), you choose to buy the Vehicle for the amount and on the terms on all pages of this Agreement. "Buyer", "your" and "you" refer to the above Buyer and Co-Buyer, separately and together. "Seller/Dealer", "we," "us," and "our" refer to the above Seller/Dealer. In this Agreement, (e) means an estimate.

VEHICLE DESCRIPTION					
Year	Make	Model	Mileage	Vehicle Identification Number	
2025	HD	FLHTP	3	TBD	
New/Used	Prior Use	Color	Body	Stock Number	
New		BIRCH WHITE	MC	25FLHTP	
Insurance Information. You have arranged the following insurance on the Vehicle: Insurance Company: _____ Policy Number: _____ Effective Date: _____ Exp. Date: _____					

TRADE-IN VEHICLE 1				ITEMIZATION OF SALE		
YR.	MAKE	MODEL	BODY STYLE	Price of Vehicle (including Freight, Handling & Delivery)	\$ 18,379.00	
COLOR	TRIM	MILEAGE		ADDITIONAL ITEMS		
VIN	TRADE-IN ALLOWANCE \$					
TITLE NO.	PLATE NO.	EXP. DATE				
OWNER	ACCT. NO.					
LIENHOLDER	PHONE					
ADDRESS	SPOKE WITH					
PAYOFF AMOUNT \$ (e)	GOOD THROUGH	VERIFIED BY		Maintenance	0.00	
TRADE-IN VEHICLE 2				GAP	0.00	
YR.	MAKE	MODEL	BODY STYLE	Theft	0.00	
COLOR	TRIM	MILEAGE		Freight	875.00	
VIN	TRADE-IN ALLOWANCE \$		Assembly & Dealer Prep			
TITLE NO.	PLATE NO.	EXP. DATE			0.00	
OWNER	ACCT. NO.		TAXES			
LIENHOLDER	PHONE		Sales Tax			
ADDRESS	SPOKE WITH		Other Tax (Describe)			
PAYOFF AMOUNT \$ (e)	GOOD THROUGH	VERIFIED BY				
By initialing below, you represent that you have thoroughly inspected the Vehicle and approve and accept it. You had an opportunity to have the Vehicle inspected by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller/Dealer or its employees that is not contained in the written agreements you are signing today. Buyer's Initials _____ Co-Buyer's Initials _____ *A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY. **The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.				TITLE, LICENSE & OTHER FEES		
				Title Fee		0.00
				Registration Fee		12.50
				Electronic Filing Fee*		0.00
				Documentary Fee		199.85
				**Dealer's Inventory Tax*		31.81
				State Inspection		0.00
				Tire & Wheel		0.00
				Appearance		0.00
				Wear Care		0.00
Battery Plan		0.00				
SUBTOTAL				\$	19,498.16	

Warranty Information	
<input type="checkbox"/> Vehicle Manufacturer Warranty. The Vehicle is subject to an express warranty made by the Manufacturer. It is a standard written manufacturer's warranty and made by the Manufacturer and not by the Seller/Dealer. By signing this Agreement, each Buyer acknowledges receiving a copy of it.	Trade-in Vehicle 1 Allowance
<input type="checkbox"/> Seller/Dealer Warranty. The Vehicle is subject to an express written warranty made by the Seller/Dealer. By signing this Agreement, each Buyer acknowledges receiving a copy of it. The Seller/Dealer is responsible to fulfill any separate written warranty made by Seller/Dealer on its own behalf. If the Manufacturer or another supplier provides a warranty, they are responsible for satisfying its terms, NOT the Seller/Dealer.	Trade-in Vehicle 2 Allowance
Unless Seller/Dealer makes a written warranty noted in this Agreement or enters into a service contract within 90 days from the date of this Agreement, the Vehicle is sold "AS IS". An "AS-IS" sale means the Vehicle is sold - WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED AND BUYER IS SOLELY RESPONSIBLE FOR COST OF ANY REPAIRS TO THE VEHICLE. In addition, Seller/Dealer expressly disclaims any implied warranties of merchantability and fitness for a particular purpose. Any liability of the Seller/Dealer with respect to defects or malfunctions of this Vehicle including, without limitation, those which pertain to performance or safety, whether by way of "strict liability," based upon the Seller/Dealer's negligence, or otherwise, is expressly excluded and Buyer assumes any risks. This provision does not affect any warranties covering the Vehicle that the Vehicle manufacturer may provide above.	Trade-in Vehicles 1 and 2 Payoff Balance (e)
	NET TRADE-IN (If negative, enter \$0 here and enter amount on Trade-in Balance Owing line.)
	Cash Deposit
	Additional Cash Down Payment on Delivery
	Manufacturer's Rebate
	Deferred Down Payment
	Other Credit (Describe)
	Other Credit (Describe)
	Other Credit (Describe)
	Other Credit (Describe)
TOTAL CREDITS	\$ 0.00
Trade-in Balance Owing	0.00
TOTAL BALANCE DUE	\$ 19,498.16
Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.	We may retain or receive a portion of any amounts paid to others. *This fee is not a government fee.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.	HOW THE BALANCE DUE WILL BE PAID: <input checked="" type="checkbox"/> RETAIL INSTALLMENT SALES CONTRACT <input type="checkbox"/> OTHER
AGREEMENT TO ARBITRATE This Agreement includes an Arbitration Provision that affects your rights. It provides that you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. By signing this Agreement to Arbitrate section, you confirm that you read, understand and agree to this Agreement's Arbitration Provision. (See page 4 for all the terms and conditions of the Arbitration Provision).	
Buyer Signs X _____ Not applicable-Govt Entity _____	Co-Buyer Signs X _____ N/A _____
NOTICE TO CREDIT BUYER If Buyer intends to finance this Vehicle purchase on credit this Agreement is an offer to purchase only. This Agreement is not an agreement for the extension of credit.	
AS BUYER OF THE VEHICLE, YOU UNDERSTAND AND AGREE THAT SELLER/DEALER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER/DEALER.	
HOW THIS AGREEMENT CAN BE CHANGED. This Agreement contains all the terms and conditions between you and us relating to this Agreement. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.	
Buyer Signs X _____	Co-Buyer Signs X _____ N/A _____
This Agreement is not effective until it is signed by both you and us. Until it becomes effective, the terms of this Agreement are not binding and you may cancel it and get back any deposit.	
By signing below, you represent that: (1) you are at least 18 years old, (2) you read all pages of this Agreement, (3) the Agreement is completely filled in and you agree to all of its terms, and (4) you received a completed copy of this Agreement.	
BUYER SIGNS X _____	DATE _____
CO-BUYER SIGNS X _____ N/A _____	DATE _____ N/A _____
SELLER/DEALER (Must be signed by an authorized representative of the Seller/Dealer)	
X By: _____ Title: Finance Manager	DATE _____
Print Name: Brent Johnstone	

Additional Terms and Conditions

Definitions. The following definitions apply to this Agreement:

- "Manufacturer" means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- "Retail Installment Sales Contract" refers to a separate agreement with Seller/Dealer, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- "Trade-In Vehicle" refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, "Trade-In Vehicle" refers to each vehicle separately and together. Each Trade-In Vehicle is identified on page 1 of this Agreement.

Manufacturer – New Vehicle Pricing, Design and Availability. The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the price of the Vehicle, design and features. If we do, you may cancel this Agreement. If canceled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer's future new vehicle design or feature changes.

Vehicle Delivery Delays. Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

Trade-In Vehicle. You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal "brand" such as "defective," "salvage," "flood," etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information. We are relying on information from you and/or the lienholder or lessor of each Trade-In Vehicle to arrive at the trade-in payoff amount(s). You understand that each payoff amount quoted is an estimate. We agree to pay the provided payoff amount to each Trade-In Vehicle lienholder, lessor, or its designee. If the actual payoff amount is more than the amount provided in this Agreement, you agree to pay us on demand the additional amount owing. If the actual payoff amount is less than the amount provided in this Agreement, we will refund to you any overpayment we receive from the lienholder, lessor, or its designee.

Trade-In Allowance. The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may reappraise it if you deliver it to us at a later date. The reappraised value will become the trade-in allowance. If the reappraised value is less than the trade-in allowance in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

Refusal or Failure to Accept Delivery and Other Non-Performance. If you refuse or fail to accept delivery of the Vehicle or otherwise do not perform under this Agreement, you will be liable for the damages it causes us. These damages may include our losses, expenses, and reasonable attorneys' fees. To pay these damages, we may keep any cash deposit up to the amount owed, unless prohibited by law. You agree to pay us any amount owed in excess of the cash deposit that we keep. You will be liable for these amounts except to the extent that they are limited or prohibited by law.

This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer – New Vehicle Pricing, Design and Availability sections. This section also does not apply if we cancel this Agreement because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

Taxes. Unless prohibited, you agree to pay all taxes assessed on the transaction in this Agreement. For example, taxes may include sales, use, ad valorem, or other federal, state or local taxes. It does not include any taxes required to be paid only by us.

Balance Due and Payment. By signing this Agreement, you agree to purchase the Vehicle. If there is a Total Balance Due, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Total Balance Due, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. Your promise to purchase the Vehicle applies even if you are not able to obtain financing, or are not able to obtain the terms you wanted or expected. If you finance the Total Balance Due through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sales Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

Returned or Dishonored Payments. We may declare this Agreement null and void and retake the Vehicle if your deposit, down payment, balance due or other payment is returned or dishonored. If you make any payment under this Agreement that is returned or dishonored, you agree to pay a fee of \$30.00.

Conflict with other Agreements. If there is a conflict between this Agreement and any Conditional Delivery Agreement you have signed, the terms and conditions of the Conditional Delivery Agreement will control. If there is a conflict between this Agreement and any Retail Installment Sales Contract you have signed, the terms and conditions of the Retail Installment Sales Contract will control.

BUYER TO PURCHASE VEHICLE INSURANCE. This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. A creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

Accessories and Additional Equipment. If the Vehicle includes accessories or equipment that are not listed on the Manufacturer's window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer's express limited warranty on the Vehicle (if any).

Servicing and Collection Contacts. In consideration of our sale of the Vehicle to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

Rebates, Incentives, and Discounts. We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.

Jury Trial Waiver. UNLESS THE LAW PROHIBITS IT, YOU AND WE

~~AGREE TO WAIVE ANY RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER THIS AGREEMENT. THIS WAIVER CANNOT BE REVOKED.~~

Applicable Law. Federal law and the law of the State of Texas apply to this Agreement.

Incidental Damages Prohibited. THE SELLER/DEALER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES OF BUYER.

General Terms. If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical errors or omissions in this Agreement or in any related document. You agree that you provided your true legal name and the address of your primary residence.

~~ARBITRATION PROVISION~~

~~PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS~~

- ~~1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.~~**
- ~~2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.~~**
- ~~3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.~~**

~~Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.~~

~~Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller/Dealer is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.~~

~~You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.~~

ORDER GRANTING DISCRETIONARY EXEMPTIONS

On this, the 29th day of August 2025, the **Commissioners' Court of Galveston County, Texas**, convened in a specially scheduled meeting with the following members thereof present:

Mark Henry, County Judge
Darrell A. Apffel, Commissioner, Precinct No. 1
Joe Giusti, Commissioner, Precinct No. 2
Hank Dugie, Commissioner, Precinct No. 3
Robin Armstrong, MD, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

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

WHEREAS, Section 262.024, Local Government Code, allows a contract for the purchase of items and an exemption from the requirement established by Section 262.023 if the commissioners court, by order, grants the exemption; and

WHEREAS, the Commissioners Court of Galveston County, Texas, wishes to authorize a discretionary exemption under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county. The purchase is for three 2025 Harley-Davidson model FLHTP law enforcement vehicles, which remain challenging to procure, and this specific model is being phased out.

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

1. The Commissioners Court of Galveston County, Texas approves and authorizes a discretionary exemption under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county; and
2. A copy of this Order shall be maintained in the Purchasing Department.

Upon Motion Duly Made and Seconded, the above **Order** was passed on this 29th day of August 2025.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Darrell A. Apffel, Comm., Pct. #1

Hank Dugie, Comm., Pct. #3

Joe Giusti, Comm., Pct. #2

Robin Armstrong, MD, Comm., Pct. #4