



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

### AGENDA

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

Mark Henry  
County Judge

Darrell Apffel  
Commissioner, Precinct 1

Joe Giusti  
Commissioner, Precinct 2

Hank Dugie  
Commissioner, Precinct 3

Robin Armstrong, MD  
Commissioner, Precinct 4

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**Monday, January 5, 2026**

**9:30 AM**

**Galveston County Courthouse**

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### REGULAR MEETING

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

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

#### Call to Order

#### Invocation and Pledge of Allegiance

#### Public Comment

#### Consent Agenda

Submitted by the Auditor's Office:

- \*1. Approval of the accounts payable checks dated 1/5/2026
- \*2. Order for payroll ending 12/31/2025 bi-weekly #1
- \*3. Order for supplemental payroll period ending 12/31/2025 bi-weekly #1
- \*4. Internal audit report of the Community Supervision and Corrections Department (CSCD) audit for period of 10/1/2024 - 9/30/2025 with response letter from Mr. Willie Lacy, dated 12/8/2025
- \*5. Receive and file refund check list from Odyssey submitted by the District Clerk
- \*6. Receive and file restitution checklist from Odyssey submitted by Personal Bond/Collections
- \*7. Receive and file Galveston County Emergency Communication (911) District FY2026 Budget submitted by the County Judge
- \*8. Receive and file in accordance with the Trust Indenture of The Moody Foundation, audit reports ending December 31, 2024 and December 31, 2023 and authorize the County Judge to sign acknowledgment of receipt of report submitted by the County Judge

- \*9. Receive and file Summary of Biweekly Personnel Movements pay period #26, December 04 - December 17, 2025, submitted by Human Resources
- \*10. Consideration for approval to eliminate paid parking for employees and adopt a Parking Plan for 722 Moody Courthouse, submitted by Human Resources
- \*11. Consideration of approval of a Memorandum of Understanding between Galveston County and the Texas Air National Guard for use of Fort Travis Seashore Park for training purposes submitted by the Parks Department
- \*12. Consideration of approval of acceptance of a donation of a horse trailer for the Mounted Patrol Division of the Galveston County Sheriff's Office from the Galveston County Citizen Sheriff's Academy Alumni Association submitted by Commissioner, Precinct 2
- \*13. Consideration of authorization for the County Judge to sign the Joint Primary Election Services Contract between the Republican and Democratic Parties to provide election services for the March 2026 and May 2026 Primary and Runoff elections as submitted by the County Clerk
- \*14. Consideration of approval of early voting polling locations for the March 2026 Primary Election as submitted by the County Clerk
- \*15. Consideration of approval of election day polling locations for the March 2026 Primary Elections as submitted by the County Clerk
- \*16. Consideration of approval of TXU Energy Contract Service Point Change Request Form RSR-00330333 for the deletion of 5119 Highway 3 Dickinson, TX 77539 submitted by Facilities
- \*17. Consideration for authorization to dispose of salvage or surplus property submitted by the Purchasing Agent
- \*18. Receive and file Certificate of Recognition to Galveston County Purchasing from GovDeals for reaching \$4 million in Lifetime Sales submitted by Legal Services Manager
- \*19. Consideration of authorizing the County Judge to execute a Novation of Restrictive Covenants affecting Lot One of Neel's Place, a Subdivision in Galveston County, Texas, located at 77th and Seawall in the City of Galveston, Texas submitted by Legal Services Manager
- \*20. Consideration of Rollover Pass Agreement between Galveston County and Udine Texas Environmental, LLC to grant access to property for the installation of a future wastewater line to connect existing infrastructure along State Highway 87, submitted by Legal Services Manager
- \*21. Consideration of authorization for County Judge to sign the Office of the Governor Public Safety Office CEO/Law Enforcement Certifications and Assurances Form submitted by Professional Services

- \*22. Consideration of authorization for County Judge to sign Tri-Party Elevation Engineering Agreement regarding the property at 37 Lakeside Dr, Hitchcock, Texas 77563 under the Hazard Mitigation Grant Program grant award No. 4332-00239-E102 from the Texas Division of Emergency Management as submitted by Professional Services - Grants Division
- \*23. Consideration of authorization for County Judge to update FEMA grant access and designated user permissions for Galveston County as submitted by Professional Services – Grants Division
- \*24. Consideration of acceptance of time extension for the FY2024 Catalytic Converter grant from the Texas Motor Vehicle Crime Prevention Authority as submitted by Professional Services - Grants Division
- \* Consideration of approval of the following budget amendments submitted by Professional Services:
  - \*25. 25-201-0105-A  
Auditor- Request transfer from Various Departments - Various Line Items to Various Departments - Various Line Items to fund county wide year-end cleanup for FY25
  - \*26. 26-55-0105-A  
Professional Services- Request transfer from General Fund - Budgeted Reserves to County Capital Projects Fund - Buildings to fund the Behavior Health Observation Unit Project
  - \*27. 26-56-0105-B  
Tax Assessor Collector- Request transfer from within Tax Assessor/Collector - Office and Administration Supplies to Administrative Supplies to fund expenses under the appropriate ledger account
  - \*28. 26-57-0105-C  
Engineering- Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Coastal Restoration and Conservation - Professional Services to fund Texas City Hurricane Protection Levee Repair - Restore Act
  - \*29. 26-58-0105-D  
Engineering- Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Road & Bridge Department - Road Construction to fund Frenchtown Road Improvements
  - \*30. 26-59-0105-E  
Human Resources- Request transfer from General Fund - Budgeted Reserves to Human Resources - Other Contract Services to pay third-party staffing invoice
  - \*31. 26-60-0105-F  
Emergency Management- Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment
  - \*32. 26-61-0105-G  
Information Technology- Request transfer from within Information Technology - Technology Hardware to Radio Expenditures to fund radio application subscription

- \*33. 26-62-0105-H  
Engineering- Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments
- \*34. 26-63-0105-I  
Grant Administration - Request transfer from General Fund - Budgeted Reserves to Grant Administration - Various Line Items to fund expenses for marketing and cloud subscriptions services

### **Action Agenda**

#### **Right of Way**

35. Consideration of approval, approval with conditions or disapprove of Crystal Palm Estates subdivision

### **Adjourn**

#### **Appearances before Commissioners Court**

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

#### **Executive Sessions**

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.

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# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*1.**

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Approval of the accounts payable checks dated 1/5/2026

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/19/25 11:44 am



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*2.**

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Order for payroll ending 12/31/2025 bi-weekly #1

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/19/25 11:59 am



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*3.**

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Order for supplemental payroll period ending 12/31/2025 bi-weekly #1

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/19/25 3:48 pm



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*4.**

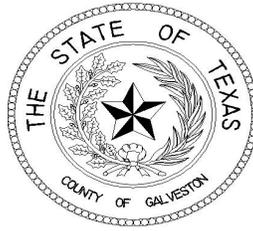
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Internal audit report of the Community Supervision and Corrections Department (CSCD) audit for period of 10/1/2024 - 9/30/2025 with response letter from Mr. Willie Lacy, dated 12/8/2025

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/22/25 1:15 pm

# GALVESTON COUNTY



## Office of the County Auditor

Sergio Cruz  
County Auditor

Christie Motogbe, CPA  
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5300

722 Moody Ave, 4<sup>th</sup> Floor, Galveston, TX 77550

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January 5, 2026

Honorable Mark A. Henry, County Judge, and  
Members of the Commissioners Courts  
722 Moody Avenue  
Galveston, Texas 77550

Honorable Mark A. and Members of the Court:

Attached to be received and filed is the internal audit report of the Community Supervision and Corrections Department (CSCD) Audit that covered the period October 1, 2024 through September 30, 2025. Also attached is the response letter from Mr. Willie Lacy, Director, CSCD, dated December 8, 2025.

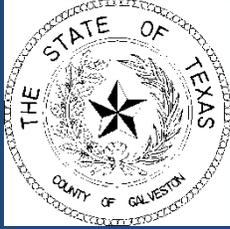
Sincerely,

A handwritten signature in blue ink that reads "Sergio Cruz".

Sergio Cruz  
County Auditor

cc: Mr. Willie Lacy, Director, CSCD

Attachment: Community Supervision and Corrections Department Audit Report  
Mr. Willie Lacy, Director, Response Letter



# Community Supervision and Corrections Department Audit

**December 3, 2025**

**Galveston County  
Internal Audit Division**

**Sergio Cruz  
County Auditor**

Executive Summary.....	1
Introduction .....	2
Details .....	3-6

# Executive Summary

## Reliability and Integrity of Information (page 3)

- Adequate controls are in place by CSCD to ensure proper separation of duties.
- No exceptions were noted in assessing fees in CSS.
- The department is accounting for all funds being disbursed during the monthly sweep.

## Safeguarding of Assets (page 4)

- Physical security over the assets (collections) is adequate. All collections were accounted for during the surprise cash count.
- No exceptions were noted in the review of the bank reconciliations.

## Compliance with Statutes, Policies and Procedures (page 5 & 6)

- CSCD is in compliance with LGC §113.022 Time For Making Deposits.
- No material exceptions were noted in the reviewing of voided receipts.
- Unclaimed restitution payments were escheated in compliance with GC §76.013 and PC §77.
- All abandoned property (refunds) were escheated in compliance with PC §72.101(a) and PC §76.

# Introduction

The Internal Audit Division conducted an internal audit of the Community Supervision and Corrections Department (CSCD), in accordance with Local Government Code (LGC) §115. The internal audit covered the period October 1, 2024 through September 30, 2025. The audit was performed from October 29, 2025 through November 25, 2025.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- Reliability and integrity of the information
- Safeguarding of assets
- Compliance with laws, regulations, contracts, policies, plans and procedures

The scope of the internal audit encompassed the financial records and administrative procedures related to CSCD. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of CSCD.

The internal audit included examining transactions on a test basis and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Community Supervision and Corrections Department as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Cynthia Hicks, Internal Auditor, performed the audit.

# Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

## Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction and have custody of the assets.

The cashier collects money, records the transaction and issues a receipt to the probationer. At the end of the day, the cashier counts the collections and creates a deposit slip with a supervisor present. The supervisor signs off on the deposit slip and the collections and deposit slip are stored in a sealed deposit bag until a Sheriff's Deputy arrives to take the deposit bag to the bank.

CSCD has a proper separation of duties.

## Corrections Software Solutions (CSS)

The District Clerk and County Clerk offices forward all adult probation cases to CSCD. This includes the judgments, which list the associated probation, urinalysis and pre-intervention fees for each case. The cases and their judgments are recorded in CSCD's record keeping system, Corrections Software Solutions. A sample of cases recorded in CSS were tested for accuracy and completeness.

No material exceptions were noted.

## Disbursement of Collections

CSCD "sweeps" the bank account once a month. The purpose of the bank sweep is to disburse the collections for the previous month. The funds are sent to the appropriate parties (County Clerk Treasury, victim restitution, crime stopper organizations and defendant refunds).

All funds collected during the month are accounted for and disbursed to the appropriate parties with the sweeps.

# Safeguarding of Assets

Safeguarding of assets has three basic aspects: 1) physical security of assets 2) minimal exposure to loss and 3) proper management of the assets.

## Physical Security

Physical security encompasses any method to physically secure the collections from loss. Monies collected should be kept in a locked drawer or safe until they are deposited.

As part of the audit, a surprise cash count was conducted on November 3, 2025 at the Galveston location. All collections were accounted for at the time of the surprise cash count. Controls are in place to ensure the staff uses a lockable safe to secure collections until ready to be deposited. The safe remains locked when not in use.

The Texas City location does not accept cash. Money orders and cashier's checks collected are placed in a lock box until payments are delivered to Galveston. The Galveston office places these collections in a lockable safe until they are ready to be deposited.

## Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any office. The reconciliation process identifies any discrepancies in the bank account and assists in preventing the misuse of funds. CSS has a module that reconciles the transactions recorded in the system (payments and disbursements) with the bank statement information. In addition, the system performs a zero-out of the ending bank balance. The bank reconciliation and proper support documentation are submitted to the Auditor's Office each month.

No exceptions were noted in the review of the bank reconciliations.

# Compliance with Statutes, Policies and Procedures

Adequate internal controls have been implemented in order to ensure compliance with applicable statutes, policies and procedures.

## Timeliness of Deposits

LGC §113.022 Time For Making Deposits requires that money received shall be deposited “on or before the fifth business day after the day on which the money is received”. CSCD’s policy is to deposit daily.

A sample of deposits was tested for compliance with LGC §113.022. No exceptions were noted.

## Voided Receipts

CSCD policy dictates only the Director, Deputy Directors or Administrative Supervisor have the authority to void receipts in CSS. The Cashier notifies management of which receipt needs to be voided and provides an explanation for the void. The Director, Deputy Director or Administrative Supervisor voids the receipt and documents the reason in CSS. Copies of the original and voided receipt are retained with the daily receipts.

No material exceptions were found in reviewing voided receipts.

## Escheatment of Restitution

According to Government Code (GC) §76.013(b-2), “If a victim who is entitled to restitution does not make a claim for payment before the fifth anniversary... any unclaimed restitution payments being held by the department for payment to the victim are presumed abandoned. The department shall report and deliver to the comptroller all unclaimed restitution payments presumed abandoned... in the manner provided by Chapter 77, Property Code”.

Unclaimed restitution payments were escheated in compliance with GC §76.013 and PC Chapter 77.

## **Compliance with Statutes, Policies and Procedures (continued)**

### **Escheatment of Refunds**

According to TPC §72.101(a), “personal property is presumed abandoned if, for longer than three years: (1) the existence and location of the owner of the property is unknown to the holder of the property; and (2) .... a claim to the property has not been asserted.”

TPC §76 states if the holder of a property is a county and the property is presumed abandoned under Chapter 72 or 75 and is valued at \$100 or less, abandoned property shall be delivered to the County Clerk Treasury.

Abandoned property that meets PC §72.101(a) and is valued at \$100 or less shall be escheated to the County Clerk Treasury; abandoned property valued over \$100 shall be escheated to the State.

Abandoned property (refunds) were tested for compliance with PC §72.101(a) and PC §76. No exceptions were noted.

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
GALVESTON COUNTY

715 19<sup>TH</sup> STREET  
409-766-2425

GALVESTON, TEXAS 77550  
FAX: 409-770-5530



Willie Lacy, Director

Francesco Coppola, Deputy Director  
Shelly Thompson, Deputy Director

December 8, 2025

Sergio Cruz,  
County Auditor  
722 Moody Ave 4th Floor  
Galveston, TX 77550

Mr. Cruz,

This letter is in response to the internal audit report received on December 4, 2025, covering the period from October 1, 2024, to September 30, 2025.

The Galveston County Community Supervision and Corrections Department is committed to maintaining full compliance with all applicable laws, regulations, contracts, policies, and procedures. We remain dedicated to upholding the highest standards of accountability and operational excellence.

We extend our appreciation to our auditor, Ms. Cynthia Hicks, for her professionalism and courteous approach throughout the audit process. We value the continued support in strengthening our financial and management controls.

Thank you for your valuable contributions to the success of our department.

Sincerely,

A handwritten signature in blue ink that reads "Willie Lacy".

Willie Lacy, Director  
Galveston County CSCD



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*5.**

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Receive and file refund check list from Odyssey submitted by the District Clerk.

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/18/25 4:22 pm



## View Payment Group

**Payment Group** Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561  
**Settlement Run** SR-0000287  
**Organization** The County of Galveston  
**Currency** USD  
**Group Payment Date** 12/12/2025  
**Payment Category** Ad Hoc Payment  
**Bank Account** Prosperity-District Clerk Odyssey 3561  
**Payment Type** Check

### Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: THD Holdings LLC - 12/09/2025	Complete	THD Holdings LLC	Ad Hoc Payment	Check	12/09/2025		17-TX-0551		2904	75.00	USD	75.00	USD
Ad Hoc Payment: G3 Group (Nisha Garg) - 12/09/2025	Complete	G3 Group (Nisha Garg)	Ad Hoc Payment	Check	12/09/2025		17-TX-0038		2901	75.00	USD	75.00	USD
Ad Hoc Payment: Houston Audubon Society Inc. - 12/09/2025	Complete	Houston Audubon Society Inc.	Ad Hoc Payment	Check	12/09/2025		15-TX-0506		2902	75.00	USD	75.00	USD
Ad Hoc Payment: Abel R. Mendoza - 12/09/2025	Complete	Abel R. Mendoza	Ad Hoc Payment	Check	12/09/2025		17-TX-0028		2900	150.00	USD	150.00	USD
Ad Hoc Payment: Paul Cannatella - 12/09/2025	Complete	Paul Cannatella	Ad Hoc Payment	Check	12/09/2025		16-TX-0516		2903	150.00	USD	150.00	USD

### Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 12/12/2025 02:38 PM	5	525.00	USD	12/12/2025 04:38:24 PM	Ad Hoc Payment - Odyssey - 12/12/2025 02:38 PM.pdf	Positive Pay File for Prosperity-District Clerk Odyssey 3561 on 12/12/2025, 2:38 PM	5	525.00	USD

### Process History



View Payment Group

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	12/12/2025 04:38:16 PM	12/13/2025	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Step Completed	12/12/2025 04:38:25 PM	12/12/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	12/12/2025 04:38:25 PM	12/13/2025	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-District Clerk Odyssey 3561 on 12/12/2025 for \$525.00	Successfully Completed



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*6.**

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Receive and file restitution checklist from Odyssey submitted by Personal Bond/Collections

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/19/25 12:42 pm



## View Payment Group

**Payment Group** Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911  
**Settlement Run** SR-0000287  
**Organization** The County of Galveston  
**Currency** USD  
**Group Payment Date** 12/12/2025  
**Payment Category** Ad Hoc Payment  
**Bank Account** Prosperity-Court Collections Odyssey 9911  
**Payment Type** Check

### Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Texas Department of Public Safety - 12/10/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	12/10/2025		24-CR-4870		313669	30.00	USD	30.00	USD
Ad Hoc Payment: ELVIS SIQUENZA - 12/10/2025	Complete	ELVIS SIQUENZA	Ad Hoc Payment	Check	12/10/2025		17-CR-3523		313649	100.00	USD	100.00	USD
Ad Hoc Payment: NORMAN ELDARE RONDEAU - 12/10/2025	Complete	NORMAN ELDARE RONDEAU	Ad Hoc Payment	Check	12/10/2025		24-CR-1109		313663	110.00	USD	110.00	USD
Ad Hoc Payment: Gloria Ellisor - 12/10/2025	Complete	Gloria Ellisor	Ad Hoc Payment	Check	12/10/2025		MD-0407073		313653	50.00	USD	50.00	USD
Ad Hoc Payment: Gajjan Singh - 12/10/2025	Complete	Gajjan Singh	Ad Hoc Payment	Check	12/10/2025		23-CR-0484		313651	1,500.00	USD	1,500.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 12/10/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	12/10/2025		15-CR-0738		313668	0.31	USD	0.31	USD
Ad Hoc Payment: HERBERT BANUELOS - 12/10/2025	Complete	HERBERT BANUELOS	Ad Hoc Payment	Check	12/10/2025		15-CR-0738		313654	149.69	USD	149.69	USD
Ad Hoc Payment: Dennis Allen - 12/10/2025	Complete	Dennis Allen	Ad Hoc Payment	Check	12/10/2025		23-CR-0601		313648	50.00	USD	50.00	USD
Ad Hoc Payment: GALVESTON LIFEGUARDING ASSOCIATION - 12/10/2025	Complete	GALVESTON LIFEGUARDING ASSOCIATION	Ad Hoc Payment	Check	12/10/2025		24-CR-3597		313652	600.00	USD	600.00	USD
Ad Hoc Payment: Bruce Howard Nelson - 12/10/2025	Complete	Bruce Howard Nelson	Ad Hoc Payment	Check	12/10/2025		21-CR-3065		313645	200.00	USD	200.00	USD
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 12/10/2025	Complete	Texas Department of Safety Restitution Accounting	Ad Hoc Payment	Check	12/10/2025		23-CR-0133		313671	80.00	USD	80.00	USD



View Payment Group

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Jose Gutierrez - 12/10/2025	Complete	Jose Gutierrez	Ad Hoc Payment	Check	12/10/2025		MD-0416406		313658	200.00	USD	200.00	USD
Ad Hoc Payment: Advario North America LLC - 12/10/2025	Complete	Advario North America LLC	Ad Hoc Payment	Check	12/10/2025		MD-0418917		313642	163.00	USD	163.00	USD
Ad Hoc Payment: Family Dollar - 12/10/2025	Complete	Family Dollar	Ad Hoc Payment	Check	12/10/2025		MD-0409605		313650	35.26	USD	35.26	USD
Ad Hoc Payment: RANDALLS - 12/10/2025	Complete	RANDALLS	Ad Hoc Payment	Check	12/10/2025		MD-0409605		313664	14.74	USD	14.74	USD
Ad Hoc Payment: CVS - 12/10/2025	Complete	CVS	Ad Hoc Payment	Check	12/10/2025		MD-0409607		313647	50.00	USD	50.00	USD
Ad Hoc Payment: JONATHAN ZENDEH DEL - 12/10/2025	Complete	JONATHAN ZENDEH DEL	Ad Hoc Payment	Check	12/10/2025		23-CR-2688		313657	347.00	USD	347.00	USD
Ad Hoc Payment: KATLIN HARBOUR - 12/10/2025	Complete	KATLIN HARBOUR	Ad Hoc Payment	Check	12/10/2025		MD-0421241		313659	166.68	USD	166.68	USD
Ad Hoc Payment: Camillo Properties - 12/10/2025	Complete	Camillo Properties	Ad Hoc Payment	Check	12/10/2025		24-CR-1733		313646	100.00	USD	100.00	USD
Ad Hoc Payment: TARGET ATTN: APTL - 12/10/2025	Complete	TARGET ATTN: APTL	Ad Hoc Payment	Check	12/10/2025		18-CR-1294		313667	13,953.00	USD	13,953.00	USD
Ad Hoc Payment: MICHELLE SOLLENBERGER - 12/10/2025	Complete	MICHELLE SOLLENBERGER	Ad Hoc Payment	Check	12/10/2025		24-CR-4421		313660	310.00	USD	310.00	USD
Ad Hoc Payment: Brianna Rachelle Alleman - 12/10/2025	Complete	Brianna Rachelle Alleman	Ad Hoc Payment	Check	12/10/2025		21-CR-0530		313644	40.00	USD	40.00	USD
Ad Hoc Payment: Shirley Guidry - 12/10/2025	Complete	Shirley Guidry	Ad Hoc Payment	Check	12/10/2025		23-CR-4106		313665	75.00	USD	75.00	USD
Ad Hoc Payment: SONIA HERNANDEZ - 12/10/2025	Complete	SONIA HERNANDEZ	Ad Hoc Payment	Check	12/10/2025		23-CR-1228		313666	300.00	USD	300.00	USD
Ad Hoc Payment: NATION UNION FIRE INS. CO. OF PITTSBURG, PA. - 12/10/2025	Complete	NATION UNION FIRE INS. CO. OF PITTSBURG, PA.	Ad Hoc Payment	Check	12/10/2025		23-CR-0185		313661	1,620.00	USD	1,620.00	USD
Ad Hoc Payment: JEFFREY SMITH - 12/10/2025	Complete	JEFFREY SMITH	Ad Hoc Payment	Check	12/10/2025		25-CR-0178		313656	561.00	USD	561.00	USD



View Payment Group

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: AMANDA SUE TINNEY - 12/10/2025	Complete	AMANDA SUE TINNEY	Ad Hoc Payment	Check	12/10/2025		23-CR-4536		313643	45.00	USD	45.00	USD
Ad Hoc Payment: NICHOLAS LONG - 12/10/2025	Complete	NICHOLAS LONG	Ad Hoc Payment	Check	12/10/2025		24-CR-3508		313662	152.00	USD	152.00	USD
Ad Hoc Payment: JCPENNY - 12/10/2025	Complete	JCPENNY	Ad Hoc Payment	Check	12/10/2025		20-CR-0296		313655	35.00	USD	35.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 12/10/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	12/10/2025		25-CR-2258		313670	60.00	USD	60.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 12/12/2025 02:38 PM	30	21,097.68	USD	12/12/2025 04:38:49 PM	Ad Hoc Payment - Odyssey - 12/12/2025 02:38 PM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 12/12/2025, 2:38 PM	30	21,097.68	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	12/12/2025 04:38:15 PM	12/13/2025	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Not Required		12/13/2025		0	
Print Checks Task	Print Checks	Step Completed	12/12/2025 04:38:50 PM	12/12/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	12/12/2025 04:38:50 PM	12/13/2025	Workday Service	1	

Related Business Processes History



## View Payment Group

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 12/12/2025 for \$21,097.68	In Progress



## View Payment Group

**Payment Group** Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911  
**Settlement Run** SR-0000290  
**Organization** The County of Galveston  
**Currency** USD  
**Group Payment Date** 12/19/2025  
**Payment Category** Ad Hoc Payment  
**Bank Account** Prosperity-Court Collections Odyssey 9911  
**Payment Type** Check

### Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: ELEAZAR FLORES - 12/17/2025	Complete	ELEAZAR FLORES	Ad Hoc Payment	Check	12/17/2025		24-CR-0307		313673	355.00	USD	355.00	USD
Ad Hoc Payment: Home Depot - 12/17/2025	Complete	Home Depot	Ad Hoc Payment	Check	12/17/2025		25-CR-0098		313677	35.00	USD	35.00	USD
Ad Hoc Payment: Sherwin Williams - 12/17/2025	Complete	Sherwin Williams	Ad Hoc Payment	Check	12/17/2025		20-CR-1031		313683	694.05	USD	694.05	USD
Ad Hoc Payment: U.S. Postal Service - 12/17/2025	Complete	U.S. Postal Service	Ad Hoc Payment	Check	12/17/2025		23-CR-3349		313688	300.00	USD	300.00	USD
Ad Hoc Payment: HHSC-OFFICE OF INSPECTOR GENERAL - 12/17/2025	Complete	HHSC-OFFICE OF INSPECTOR GENERAL	Ad Hoc Payment	Check	12/17/2025		24-CR-3176		313676	137.00	USD	137.00	USD
Ad Hoc Payment: STATE FARM INSURANCE - 12/17/2025	Complete	STATE FARM INSURANCE	Ad Hoc Payment	Check	12/17/2025		22-CR-1085		313685	400.00	USD	400.00	USD
Ad Hoc Payment: City of Kemah - 12/17/2025	Complete	City of Kemah	Ad Hoc Payment	Check	12/17/2025		24-CR-2667		313672	260.00	USD	260.00	USD
Ad Hoc Payment: TREY INDUSTRIAL INC. - 12/17/2025	Complete	TREY INDUSTRIAL INC.	Ad Hoc Payment	Check	12/17/2025		01-CR-1399		313687	110.00	USD	110.00	USD
Ad Hoc Payment: Paris Miles Mitchell - 12/17/2025	Complete	Paris Miles Mitchell	Ad Hoc Payment	Check	12/17/2025		21-CR-3199		313682	120.00	USD	120.00	USD



View Payment Group

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Fraud prosecution Unit Texas Workforce Commision Revenue & Trust Management - 12/17/2025	Complete	Fraud prosecution Unit Texas Workforce Commision Revenue & Trust Management	Ad Hoc Payment	Check	12/17/2025		23-CR-0719		313675	98.75	USD	98.75	USD
Ad Hoc Payment: Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment - 12/17/2025	Complete	Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment	Ad Hoc Payment	Check	12/17/2025		23-CR-0718		313674	301.00	USD	301.00	USD
Ad Hoc Payment: Linda Curry Conway - 12/17/2025	Complete	Linda Curry Conway	Ad Hoc Payment	Check	12/17/2025		23-CR-0938		313679	175.00	USD	175.00	USD
Ad Hoc Payment: MANFREDY VILLALOBOS - 12/17/2025	Complete	MANFREDY VILLALOBOS	Ad Hoc Payment	Check	12/17/2025		23-CR-0030		313681	40.00	USD	40.00	USD
Ad Hoc Payment: LUNDIE DANIEL - 12/17/2025	Complete	LUNDIE DANIEL	Ad Hoc Payment	Check	12/17/2025		22-CR-3900		313680	100.00	USD	100.00	USD
Ad Hoc Payment: KALEB APFFEL - 12/17/2025	Complete	KALEB APFFEL	Ad Hoc Payment	Check	12/17/2025		22-CR-1353		313678	400.00	USD	400.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 12/17/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	12/17/2025		23-CR-3223		313686	25.00	USD	25.00	USD
Ad Hoc Payment: Stacy Martin - 12/17/2025	Complete	Stacy Martin	Ad Hoc Payment	Check	12/17/2025		MD-0418990		313684	250.00	USD	250.00	USD

Payment Printing Information



View Payment Group

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 12/19/2025 09:59 AM	17	3,800.80	USD	12/19/2025 11:59:24 AM	Ad Hoc Payment - Odyssey - 12/19/2025 09:59 AM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 12/19/2025, 9:59 AM	17	3,800.80	USD

Process History  
Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	12/19/2025 11:58:51 AM	12/20/2025	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		12/20/2025		0	
Print Checks Task	Print Checks	Not Required		12/20/2025		0	
Print Checks Task	Print Checks	Not Required		12/20/2025		0	
Print Checks Task	Print Checks	Not Required		12/20/2025		0	
Print Checks Task	Print Checks	Not Required		12/20/2025		0	
Print Checks Task	Print Checks	Not Required		12/20/2025		0	
Print Checks Task	Print Checks	Not Required		12/20/2025		0	
Print Checks Task	Print Checks	Step Completed	12/19/2025 11:59:25 AM	12/19/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	12/19/2025 11:59:25 AM	12/20/2025	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 12/19/2025 for \$3,800.80	Successfully Completed



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*7.**

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Receive and file Galveston County Emergency Communication (911) District FY2026 Budget submitted by the County Judge

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/22/25 2:36 pm



## GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West, Suite 101 • Dickinson, TX 77539  
(409) 935-3911 • FAX (281) 534-8437

Serving Galveston County  
and the Cities of:  
Bayou Vista  
Clear Lake Shores  
Dickinson  
Galveston  
Hitchcock  
Kemah  
La Marque  
Santa Fe  
Texas City  
Tiki Island  
Jamaica Beach

November 26, 2025

Judge Mark Henry  
Galveston County Commissioners Court  
722 Moody, 2nd Floor  
Galveston, TX 77550

Dear Judge Henry,

Enclosed you will find a copy of the final FY 2026 budget for the Galveston County Emergency Communication District. This budget is for the operation of the Enhanced 9-1-1 system as well as the Regional Trunked Radio System. This budget was approved at the Board meeting held November 25, 2025. The enclosed copy is for your records.

If you should have any questions regarding the budget, please feel free to contact me at the District office at 409-935-3911.

As always, the District endeavors to provide emergency communications deserving of the occupants of Galveston County.

Respectfully,

Jack Wilkins  
Executive Director

JW/ksl

Enclosure: Copy of Final FY 2026 Budget



**Galveston County Emergency  
Communication District  
PROPOSED**

**ANNUAL  
BUDGET**

**FY 2026**



APPROVED BY THE BOARD 11/25/2025

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## **Mission Statement**

*The Galveston County Emergency Communication District is a world class provider of enhanced 9-1-1 service dedicated to providing and improving a reliable emergency communication network to the citizens of Galveston County linking the person(s) in need to the responder(s) providing assistance.*

*The District provides state of the art emergency service radio communications, enhanced 9-1-1 telecommunication service, data base maintenance, call-taker education, public education, and is dedicated to maintaining an educated staff in order to keep pace with the fast paced technical advancements which bring about continued changes to the service.*

## **Vision Statement**

*The Galveston County Emergency Communication District board, staff and supporting jurisdictions and agencies are the pathway to the future of emergency communications for Galveston County and are committed to maintaining Galveston County in the forefront of the field of emergency communications.*

*This vision is accomplished through:*

*partnerships with valued associates;*

*a process of continued improvements;*

*a commitment to quality; and*

*A commitment to reliable emergency communications.*

## OPERATING HIGHLIGHTS

The Galveston County Emergency Communication District is a special district established under State Law and authorized by the voters of Galveston County in 1987. The District's primary purpose is to establish and maintain Enhanced 9-1-1 service for the participating jurisdictions of Galveston County. An appointed Board of Managers consisting of five voting members and one advisory member governs the District. The District administrative offices are located at 1353 FM 646 Rd W Suite 101, League City, Texas.

In addition to Emergency 9-1-1 service, the District also owns, maintains, and manages a Regional Trunked Radio System (RTRS) serving emergency services, public works, education, and private industry (interoperability only). The radio system has been in service since August of 1999. There is an annual subscriber fee that is paid by the radios system users that fund the daily operation and maintenance of the radio system. The subscriber fee that the District charges is one of the lowest in the area. There are currently 5,500 active radios on the RTRS. The District integrated with the Harris County Regional Radio System in 2006 and became a part of TxWarn (Texas Wide Area Radio Network).

## LOOKING AHEAD

**9-1-1:** In 2026, staff has budgeted to do a hardware refresh for both of our host sites, the seven dispatch centers, and two back-up locations. The current hardware was procured in 2020 and this upgrade will be ordered in 2026. This will put the District within the industry standard hardware refresh recommended cycle.

An industry trend that may affect the District in the near future is "Software as a Service (SaaS)" 9-1-1 services are increasingly leveraging Software as a Service (SaaS) models to modernize and enhance emergency response systems. This shift, particularly within the framework of Next Generation 9-1-1(NG911), allows for cloud-based, flexible, and scalable solutions for call handling, dispatch, and data management.

There were legislative efforts to try and raise the current wireless fee, which has been \$0.50 since 1987, to help sustain 9-1-1 moving forward. That effort was unsuccessful during the last State legislative process but will be proposed again for the next legislative session in 2027. As with everything else, the cost of doing business in all areas continues to rise.

**Public Safety Radio:** The District continues to ensure that the radio system is a robust and dependable resource for both the public safety and local government users. The District has four tower sites on which the radio system operates. Motorola has announced the end of support for our current tower infrastructure equipment. The prime site is due for an upgrade in 2029, while the remote sites will be due in 2031. The original price from Motorola for all our sites was \$16,000,000. That has since been pared down to \$7,000,000. Staff are working closely with Harris County and the City of Houston to develop a plan for our path forward. The users have begun to explore other viable options should the upgrade with Motorola not be financially feasible.

The District continues to work daily to successfully bring reliable state-of-the-art emergency telecommunications and radio communications to Galveston County.

This documentation is provided to present a general overview of the operations of the Galveston County Emergency Communication District. The information is provided to allow the participating jurisdictions the opportunity to provide feedback to the Board of Managers before adoption of the final budget.

Jack Wilkins  
Executive Director

## Board Members

C. T. "Tommy" Anderson, Board Chair  
39 years, Galveston County Firefighters Association

Bobby Wright, Vice Chair  
1 year, Galveston County Commissioners Court

Louis Decker  
21 years, Galveston County Mayors and Councilmembers Association

Michelle Hatmaker  
1 year, Galveston County Commissioners Court

Paul Hopkins, Jr.  
New Member, Galveston County Mayors and Councilmembers Association

Non-Voting Member  
Vacant at this time  
AT&T

## Staff Members

Jack R. Wilkins	Executive Director	29 years
David S. Brinkley	Operations Technician	26 years
Tim Campbell	Director of Technical Operations	14 years
Kristin Leary	Office Manager	11 years
Donna Head	Front Office Administrator	6 years
Jack Oliver	Technical Operations Specialist	1 year

# Budget Summary

	2026 Budget	2025 Budget	\$ difference	% of change
RTRS Subscriber Fees	\$ 616,000.00	\$ 449,022.00	\$ 166,978.00	37.19%
9-1-1 Fees	\$ 1,983,984.00	\$ 1,997,112.00	\$ (13,128.00)	-0.66%
NG 9-1-1 Project	\$ 253,353.00	\$ 223,344.00	\$ 30,009.00	13.44%
Misc Revenue	\$ 100.00	\$ 100.00	\$ -	0.00%
Interest Income	\$ 385,401.00	\$ 464,512.00	\$ (79,111.00)	-17.03%
<b>Total Cash Receipts</b>	<b>\$ 3,238,838.00</b>	<b>\$ 3,134,090.00</b>	<b>\$ 104,748.00</b>	<b>3.34%</b>
9-1-1 Network/Database Services	\$ 305,816.00	\$ 298,220.00	\$ 7,596.00	2.55%
PSAP Maintenance	\$ 52,345.00	\$ 52,345.00	\$ -	0.00%
9-1-1 Equipment Maintenance Contracts	\$ 123,000.00	\$ 121,396.00	\$ 1,604.00	1.32%
Personnel Expenses	\$ 1,233,407.00	\$ 1,097,846.00	\$ 135,561.00	12.35%
Office Supplies & Equipment	\$ 15,000.00	\$ 15,000.00	\$ -	0.00%
Postage	\$ 900.00	\$ 900.00	\$ -	0.00%
Office Utilities	\$ 18,504.00	\$ 18,240.00	\$ 264.00	1.45%
RTRS Utilities	\$ 85,928.00	\$ 54,324.00	\$ 31,604.00	58.18%
Board Development	\$ 18,000.00	\$ 18,000.00	\$ -	0.00%
Staff Development	\$ 52,000.00	\$ 51,200.00	\$ 800.00	1.56%
Seminar Registration-Board	\$ 7,290.00	\$ 7,290.00	\$ -	0.00%
Seminar Registration-Staff	\$ 36,970.00	\$ 35,630.00	\$ 1,340.00	3.76%
Regional/State Business Meeting	\$ 22,950.00	\$ 22,950.00	\$ -	0.00%
Insurance	\$ 174,966.00	\$ 154,451.00	\$ 20,515.00	13.28%
Professional Memberships & Services	\$ 55,080.00	\$ 54,465.00	\$ 615.00	1.13%
Pub Info & Ed and Dispatcher Recog.	\$ 15,000.00	\$ 15,000.00	\$ -	0.00%
Communications	\$ 13,076.00	\$ 12,420.00	\$ 656.00	5.28%
Training Library & Seminars for Dispatcher	\$ 5,500.00	\$ 5,500.00	\$ -	0.00%
Vehicle Expenses	\$ 6,850.00	\$ 29,050.00	\$ (22,200.00)	-76.42%
Tower Rent / RTRS	\$ 29,884.00	\$ 29,884.00	\$ -	0.00%
RTRS & Operational Contingency	\$ 10,000.00	\$ 10,000.00	\$ -	0.00%
RTRS Facilities & Equip. Maintenance	\$ 301,530.00	\$ 262,198.00	\$ 39,332.00	15.00%
Sinking Fund for 9-1-1/RTRS Equip	\$ 500,000.00	\$ 500,000.00	\$ -	0.00%
<b>Total Disbursements</b>	<b>\$ 3,083,996.00</b>	<b>\$ 2,866,309.00</b>	<b>\$ 217,687.00</b>	<b>7.59%</b>
<b>Net Increase/Decrease in Cash</b>	<b>\$ 154,842.00</b>	<b>\$ 267,781.00</b>	<b>\$ (112,939.00)</b>	<b>-42.18%</b>

# Notes to Financial Statements

Below are some details of each line item in our budget.

## INCOME ACCOUNTS

### RTRS Subscriber Fees

A User Fee is based on a radio unit count for users with interlocal agreements for operation on the Regional Trunked Radio System. This budgeted amount is based on approximately 5,144 radios expected to be on the system in the year 2026 at a monthly rate of \$10.00 for participating Governmental radios, \$11.50 for non-participating Governmental radios, and \$12.50 for Non-Governmental radios.

### 9-1-1 Fees:

#### Wireline Fees

Local telephone companies operating in the Districts service area collect revenues. The incumbent telephone companies are ATT, Verizon and Cameron. The fee schedule is as follows:

\$1.00 per month on residential service

\$4.00 per month on business service

\$5.00 per month on trunks

Also included is revenue collected from Competitive Local Exchange Carriers (CLECs) that operate in the District's service area. These phone companies charge the same rate as the three Incumbent Telephone Companies. There are approximately 84 CLECs operating within Galveston County. VOIP providers also offer service to consumers in our service area. This proposed budget does not reflect a change in the rates. If a VOIP provider cannot determine if their customers are business or residential, they should pay the \$.50 VOIP Nomadic fee.

#### Wireless Fees

The District receives monies passed through from the State of Texas for wireless phone service. The wireless carriers collect \$.50 per phone, per month. The wireless per unit rate is set by the Texas Legislature. This money is sent to the State and divided among the 9-1-1 Districts, Council of Governments and Home Rule Cities according to population totals. This proposed budget does not reflect a change in the rate (Set by Legislature).

### NG 9-1-1 Project

These are grant funds that the Texas Legislature has allocated for Next Generation projects in the state. The District was authorized for \$1,500,000 total in reimbursements through December 2026.

### Interest Income:

#### Interest Income - Operating

This is an estimate of the income derived from interest on the funds on deposit in our Demand Deposit Account.

#### Interest Income - TexPool

This is an estimate of the income derived from interest on the funds on deposit in TexPool and TexPool Prime.

## **EXPENSE ACCOUNTS**

### **9-1-1 Network /Database Services**

The three Incumbent Local Exchange Carriers, ATT, Verizon and Cameron phone companies, as well as Time Warner cable, charge the District for the network and database management. 2024 saw the implementation of Next Generation 9-1-1, which removes the legacy 9-1-1 system and moves into a cloud environment.

### **PSAP Maintenance**

There are costs associated with the seven Public Safety Answering Points (PSAPs) within our service area that fall within the District's budget. This also covers the maintenance and spare parts to the 4.9 Mhz wireless network that we use as a back up to the Comcast network. This wireless network will carry 9-1-1 traffic in the event of a failure in the Comcast network. In 2025, the District contracted with OnShoreIT to provide full-service monitoring and coverage for 9-1-1 and admin networks.

### **CPE Equipment Maintenance**

This is for the Maintenance agreement with ATT covering the equipment installed at each of the PSAPs. This includes the equipment that is used to answer 9-1-1 calls as well as the network and routers. This may include the moving of the 9-1-1 equipment in a scheduled or an unscheduled event. This category also covers events at the PSAP that the District has no control over, such as remodels or moves to new facilities.

### **Personnel Expenses**

This includes direct costs associated with six District full-time employees and two retirees. These costs include salary, health insurance, disability insurance, payroll taxes, vehicle expenses, employer contributions to the TCDRS and deferred compensation programs, as well as the cost of living adjustment and the merit pool. Calculations are based on the application of the salary plan as approved by the Board.

### **Office Supplies and Equipment/Postage**

General expendable supplies used for daily operation of the District office are expensed from this category. This also includes new furniture and equipment as well as regular maintenance of the equipment, including such items as the copy machine, computers, and other office equipment. This also includes software used in the District office. Mailing costs for all correspondence.

### **Office Utilities**

The agreement with the County of Galveston for office facilities located at 1353 FM 646 Rd W, Suite 101, Dickinson, Texas. The monthly amount is based on the estimated utility expenses for our portion of the building expenses.

### **RTRS Utilities**

This covers electricity to run the tower sites, communication circuits between the sites and the control equipment, and internet at all four tower sites. This also covers the propane that is needed for the RTRS generators.

### **Board Development**

The District budgets for each voting Board member and Board Attorney to attend two national conferences.

### **Staff Development**

The District budgets for Staff members to attend primarily national conferences and special purpose national training sessions.

### **Seminar Registration – Board**

This covers the registration fees for national conferences for Board members.

### **Seminar Registration – Staff**

This covers the registration fees for primarily national conferences and special purpose national training sessions for Staff members.

### **Regional/State Business Meeting**

Regional and State meetings are typically HGAC, LOG (Galveston, Harris, and Montgomery Counties), Texas Chapter National Emergency Number Association, Texas APCO, Texas Emergency Management, State 9-1-1 Commission, PUC, the Texas 9-1-1 Alliance, and the Government Treasurers of Texas.

### **Insurance**

The District has insurance coverage for fire, windstorm, flood, theft, general liabilities, auto, employment practices and workers compensation as well as coverage on equipment and liability coverage at the tower sites.

### **Professional Memberships and Services**

Some of the District employees are members of National Emergency Number Association (NENA), Association of Public Safety Communications Officials (APCO), Motorola Trunked User Group (MTUG), and Government Treasurers of Texas (GTOT). Monthly accounting services, an annual audit, monthly legal representation, and participation in the Texas 9-1-1 Alliance are all included in professional services.

### **Public Information and Education and Dispatcher Recognition**

This is primarily for promotional items that are purchased and then furnished to the public education units of Police, Fire and EMS services for their programs. In addition, the District hosts annual appreciation events in March and September for the Galveston County dispatchers/telecommunicators each year.

### **Communications**

This includes the Administrative office telephone cost and internet access. This also includes wireless communications, as well as the mass-communication platform used to send out notices to the user community.

### **Training Library and Seminars for Dispatchers**

The District pays for PSAP employees to attend various training seminars and conferences per year.

### **Vehicle Allowance and Mileage Reimbursement**

The District owns two vehicles. This covers fuel, tolls, and maintenance on the District owned vehicles. If an employee uses a personal vehicle for District business, they are entitled to mileage reimbursement based on the IRS mileage rate.

### **Tower Rent / RTRS**

The District leases one tower with shelter space at Ginger Rd. This tower runs the Regional Trunked Radio System.

### **RTRS and Operational Contingency**

Every effort is made to accurately reflect our expenses in the current budget; however, this account will cover any non-budgeted expense items. If the budgeted amount is not used, it will be contributed to the reserve fund.

### **RTRS Facilities and Equipment Maintenance**

This covers the maintenance needed to keep the tower sites operational. Each RTRS tower site has a generator. The District contracts for generator service & inspections. Each RTRS tower site also has a UPS system that is covered under a maintenance agreement. We have a maintenance agreement with Harris County that covers the majority of the infrastructure at the tower sites. This also includes air conditioning repairs and labor for repairs not covered under the maintenance agreements. RTRS transmission lines and antennas are not covered by maintenance contracts.

### **Sinking Fund for 9-1-1 and RTRS Equipment**

The District needs to remain prepared to replace aging 9-1-1 and/or tower site equipment. Current quotes are for \$1,300,000 to upgrade all equipment and \$1,500,000 to replace a tower.

### **Capital Additions**

This covers known capital projects/expenses approved during the budget process. The Board will meet to either approve or disapprove any capital projects that may arise as needed, with the funding coming from the Reserves.

## Fee Schedule for Galveston County Emergency Communication District

For each wireless phone (cell phones) (as set by State Legislature)	\$ .50 per month
For each residential wireline phone	\$ 1.00 per month
For each business wireline	\$ 4.00 per month
For each wireline trunk	\$ 5.00 per month
For each Nomadic VOIP access number	\$ .50 per month
For each Non-Nomadic VOIP residential number	\$ 1.00 per month
For each Non-Nomadic VOIP business number	\$ 4.00 per month
For each participating Governmental radio on the RTRS system	\$ 10.00 per month
For each Non-Governmental radio on the RTRS system	\$ 12.50 per month
For each Non-Participating Galveston County Municipal Radio on the RTRS system	\$ 11.50 per month

## Contact Information

If you have any questions about Galveston County Emergency Communication District or about this proposed budget, please feel free to contact us.

**Jack Wilkins, Executive Director**

**Kristin Leary, Office Manager**

**[jackw@galco911.org](mailto:jackw@galco911.org)**

**[kristinl@galco911.org](mailto:kristinl@galco911.org)**

**409-771-6226**

**409-935-3911**

## Company Information

**Galveston County Emergency Communication District**  
**1353 FM 646 Rd W, Suite 101**  
**Dickinson, Texas 77539**  
**409-935-3911**  
**fax 281-534-8437**







# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*8.**

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Receive and file in accordance with the Trust Indenture of The Moody Foundation, audit reports ending December 31, 2024 and December 31, 2023 and authorize the County Judge to sign acknowledgment of receipt of report submitted by the County Judge

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/23/25 11:09 am

MOODY  
FOUNDATION

2302 POSTOFFICE STREET, SUITE 704, GALVESTON, TEXAS 77550  
(409) 797-1500 • FAX (409) 763-5584

October 3, 2025

The Honorable Mark Henry  
Galveston County Judge  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Dear Judge Henry:

In accordance with the Trust Indenture of The Moody Foundation, we are providing you, as County Judge of Galveston County, a copy of the audit report for the years ending December 31, 2024, and 2023 as prepared by Blazek & Vetterling Certified Public Accountants. Please advise, if you have any questions concerning this audit report.

We would appreciate your acknowledging receipt of the report by signing the duplicate copy of this letter and returning it in the enclosed self-addressed, stamped envelope.

Very truly yours,

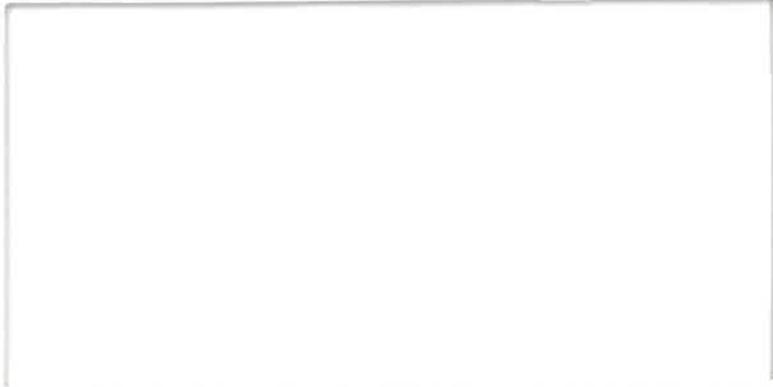


Garrik Addison  
Chief Financial Officer

GA/pm

Enclosures

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mark Henry, County Judge



**The Moody Foundation**

Financial Statements  
and Independent Auditors' Report  
for the years ended December 31, 2024 and 2023

**Independent Auditors' Report**

To the Board of Trustees of  
The Moody Foundation:

**Report on the Audit of the Financial Statements*****Opinion***

We have audited the financial statements of The Moody Foundation (the Foundation), which comprise the statements of financial position as of December 31, 2024 and 2023, and the related statements of activities and of cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Foundation as of December 31, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Foundation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Blazek & Vetterling*

August 21, 2025

## The Moody Foundation

Statements of Financial Position as of December 31, 2024 and 2023 *(in thousands)*

	<u>2024</u>	<u>2023</u>
ASSETS		
Cash equivalents <i>(Note 3)</i>	\$ 28,083	\$ 36,113
Investment income receivable	3,050	1,512
Other assets	4,672	4,597
Investments <i>(Note 3)</i>	3,975,360	2,416,986
Interest in charitable remainder trust <i>(Note 3)</i>	595,777	1,736,143
Right-of-use asset – operating lease <i>(Note 5)</i>	<u>478</u>	<u>588</u>
TOTAL ASSETS	<u>\$ 4,607,420</u>	<u>\$ 4,195,939</u>
LIABILITIES AND NET ASSETS		
Liabilities:		
Federal excise tax payable <i>(Note 6)</i>	\$ 26	\$ 205
Grants payable <i>(Note 7)</i>	238,414	132,621
Operating lease liability <i>(Note 5)</i>	476	586
Deferred federal excise tax <i>(Note 6)</i>	<u>10,496</u>	<u>6,337</u>
Total liabilities	<u>249,412</u>	<u>139,749</u>
Net assets:		
Without donor restrictions	2,274,458	1,550,440
With donor restrictions <i>(Note 8)</i>	<u>2,083,550</u>	<u>2,505,750</u>
Total net assets	<u>4,358,008</u>	<u>4,056,190</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,607,420</u>	<u>\$ 4,195,939</u>

*See accompanying notes to financial statements.*

## The Moody Foundation

Statement of Activities for the year ended December 31, 2024 *(in thousands)*

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
<b>REVENUE:</b>			
Change in interest in charitable remainder trust		\$ 67,833	\$ 67,833
Net realized and unrealized gain on investments in marketable securities	\$ 256,196	84,503	340,699
Interest and dividends	36,576	15,616	52,192
Oil and gas royalties	15,784		15,784
Partnership income	32,669	13,948	46,617
Investment management expenses	(4,275)		(4,275)
Other income <i>(Note 9)</i>	12,110		12,110
Total revenue	349,060	181,900	530,960
Net assets released from restrictions:			
Distributions for foundation expenditures	604,100	(604,100)	
Total	953,160	(422,200)	530,960
<b>EXPENSES:</b>			
Program expenses:			
Grants awarded	218,461		218,461
Grant program management:			
Salaries, benefits and taxes	1,555		1,555
Legal and professional fees	201		201
Other expenses	349		349
Total grant program management	2,105		2,105
Total program expenses	220,566		220,566
Management and general:			
Salaries, benefits and taxes	1,004		1,004
Legal and professional fees	703		703
Other expenses	503		503
Total management and general	2,210		2,210
Federal excise tax <i>(Note 6)</i>	6,366		6,366
Total expenses	229,142		229,142
CHANGES IN NET ASSETS	724,018	(422,200)	301,818
Net assets, beginning of year	1,550,440	2,505,750	4,056,190
Net assets, end of year	\$ 2,274,458	\$ 2,083,550	\$ 4,358,008

*See accompanying notes to financial statements.*

## The Moody Foundation

Statement of Activities for the year ended December 31, 2023 *(in thousands)*

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
<b>REVENUE:</b>			
Change in interest in charitable remainder trust		\$ 149,715	\$ 149,715
Net realized and unrealized gain on investments in marketable securities	\$ 195,598	68,992	264,590
Interest and dividends	14,217	5,580	19,797
Oil and gas royalties	15,669		15,669
Partnership income	11,774	4,621	16,395
Investment management expenses	(3,538)		(3,538)
Total revenue	233,720	228,908	462,628
Net assets released from restrictions:			
Distributions for foundation expenditures	26,632	(26,632)	
Total	260,352	202,276	462,628
<b>EXPENSES:</b>			
Program expenses:			
Grants awarded	24,259		24,259
Grant program management:			
Salaries, benefits and taxes	1,488		1,488
Legal and professional fees	185		185
Other expenses	553		553
Total grant program management	2,226		2,226
Total program expenses	26,485		26,485
Management and general:			
Salaries, benefits and taxes	717		717
Legal and professional fees	637		637
Other expenses	297		297
Total management and general	1,651		1,651
Federal excise tax <i>(Note 6)</i>	7,094		7,094
Total expenses	35,230		35,230
CHANGES IN NET ASSETS	225,122	202,276	427,398
Net assets, beginning of year	1,325,318	2,303,474	3,628,792
Net assets, end of year	\$ 1,550,440	\$ 2,505,750	\$ 4,056,190

*See accompanying notes to financial statements.*

## The Moody Foundation

Statements of Cash Flows for the years ended December 31, 2024 and 2023 *(in thousands)*

	<u>2024</u>	<u>2023</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Changes in net assets	\$ 301,818	\$ 427,398
Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:		
Change in interest in charitable remainder trust	(67,834)	(149,715)
Distributions from charitable remainder trust	604,100	26,632
Net realized and unrealized gain on investments in marketable securities	(340,699)	(264,590)
Partnership income	(46,617)	(16,395)
Amortization of operating right-of-use asset	110	9
Change in federal excise tax assets and liabilities	3,980	5,666
Changes in operating assets and liabilities:		
Other assets	(75)	40
Grants payable	105,793	(65,907)
Operating lease liability	(110)	(11)
Net cash provided (used) by operating activities	<u>560,466</u>	<u>(36,873)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of investments	(748,054)	(778,675)
Proceeds from sales of investments	124,744	557,535
Net change in money market mutual funds held as investments	(383,362)	342,626
Capital investments in partnerships	(165,924)	(77,942)
Proceeds from distributions from charitable remainder trust	604,100	26,632
Issuance of note receivable		(2,800)
Net cash provided (used) by investing activities	<u>(568,496)</u>	<u>67,376</u>
<b>NET CHANGE IN CASH EQUIVALENTS</b>	<b>(8,030)</b>	<b>30,503</b>
Cash equivalents, beginning of year	<u>36,113</u>	<u>5,610</u>
Cash equivalents, end of year	<u>\$ 28,083</u>	<u>\$ 36,113</u>
<i>Supplemental disclosure of cash flow information:</i>		
Taxes paid	\$2,386	\$1,428
Lease assets financed by lease liability		\$597

*See accompanying notes to financial statements.*

## The Moody Foundation

Notes to Financial Statements for the years ended December 31, 2024 and 2023

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### NOTE 1 – ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization – The Moody Foundation (the Foundation) is a private charitable foundation created in 1942 by W. L. Moody, Jr. and his wife, Libbie Rice Shearn Moody. For more than 80 years, the Foundation has funded projects and programs that better communities in the State of Texas. The purpose of the Foundation is to promote and fund projects in the charitable areas that include, but are not limited to, humanities, arts, religion, education, health, science, community, and social services in the State of Texas.

Federal income tax status – The Foundation is exempt from federal income tax under §501(c)(3) of the Internal Revenue Code (the Code) and is classified as a private foundation under §509(a). The Foundation is exempt from federal income tax on income from related activities under §501(a), but is subject to excise tax on its net investment income.

Cash equivalents include highly liquid investments with original maturities of three months or less and are held for ongoing operations.

Investments are reported at fair value. Realized gains and losses on securities sold are determined using the specific identification method and original cost. Purchases and sales of investments are reported on a trade-date basis. Unrealized gains and losses on securities arise from increases or decreases in fair value and include the effect of currency translation with respect to transactions and holdings of foreign securities.

Interest in charitable remainder trust – In November 2023, the last named income beneficiary of Libbie Shearn Moody Trust (the Trust) passed away and no further payments are expected to be paid to other life estates. The value of the Trust's assets at December 31, 2024 and 2023 represent the value of the remainderman interest due to the Foundation.

Right-of-use assets – operating leases are recognized at the present value of the lease payments at inception of the lease. Lease expense is recognized on a straight-line basis as rent expense in the statement of activities.

Net asset classification – Net assets, revenue, gains, and losses are classified based on the existence or absence of donor-imposed restrictions, as follows:

- *Net assets without donor restrictions* are not subject to donor-imposed restrictions even though their use may be limited in other respects such as by contract or board designation.
- *Net assets with donor restrictions* are subject to donor-imposed restrictions. Restrictions may be temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor, or may be perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Net assets are released from restrictions when the stipulated time has elapsed, or purpose has been fulfilled, or both.

Grants awarded are recognized as expense when the Foundation approves an unconditional commitment to a grant recipient. Commitments made but not yet funded are reported as grants payable. Grants payable in more than one year are reported at the present value of their future cash outflows using a risk-free rate-of-return applicable to the year the grant was made.

Functional allocation of expenses – Expenses are reported by their functional classification. Program services are the direct conduct or supervision of activities that fulfill the purposes for which the organization exists. Management and general activities are not directly identifiable with specific program activities. Salaries and related costs are allocated on the basis of estimated time and effort expended. Depreciation of building and improvements and occupancy costs are allocated based on square footage. Information technology costs are allocated based on estimates of time and costs of specific technology utilized.

Estimates – Management must make estimates and assumptions to prepare financial statements in accordance with generally accepted accounting principles. These estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, the amounts of reported revenue and expenses, and the allocation of expenses among various functions. Actual results could vary from the estimates that were used.

## NOTE 2 – LIQUIDITY AND AVAILABILITY OF RESOURCES

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use within one year of December 31 comprise the following (in thousands):

	<u>2024</u>	<u>2023</u>
Financial assets:		
Cash equivalents	\$ 28,083	\$ 36,113
Investment income receivable	3,050	1,512
Program notes receivable	2,950	2,950
Investments	3,975,360	2,416,986
Interest in charitable remainder trust	<u>595,777</u>	<u>1,736,143</u>
Total financial assets	4,605,220	4,193,704
Less financial assets not available for general expenditure:		
Investments	(3,975,360)	(2,416,986)
Program notes receivable	(2,950)	(2,950)
Interest in charitable remainder trust to be held in perpetuity, net of expected distribution of investment income	<u>(220,777)</u>	<u>(527,944)</u>
Total financial assets available for general expenditure	<u>\$ 406,133</u>	<u>\$ 1,245,824</u>

The Foundation's operating expenses are substantially supported by distributions from the charitable remainder trust, interest and dividend income and oil and gas royalties. For purposes of analyzing resources available to meet expenditures over a 12-month period, the Foundation considers all expenditures related to its ongoing charitable activities, as well as the conduct of services undertaken to support those activities, to be general expenditures.

As part of the Foundation's liquidity management, it structures its financial assets to be available as its general expenditures and liabilities become due. The Foundation's investments are invested for long-term appreciation, but remain available to be spent at the Board of Trustees' (the Board) discretion. The Foundation operates with a balanced budget and determines the spending level for each year as part of the annual budget process. If investments are required to meet operating commitments, funds will be liquidated at the Board's discretion.

### NOTE 3 – INVESTMENTS AND FAIR VALUE MEASUREMENTS

Generally accepted accounting principles require that certain assets and liabilities be reported at fair value and establish a hierarchy that prioritizes inputs used to measure fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The three levels of the fair value hierarchy are as follows:

- *Level 1* – Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the reporting date. The types of investments included in Level 1 are securities traded and valued based upon a public exchange.
- *Level 2* – Inputs are quoted prices in nonactive markets or in active markets for similar assets or liabilities, or inputs which are either directly or indirectly observable with observable market data at the reporting date.
- *Level 3* – Inputs are not observable and are based on the reporting entity’s assumptions about the inputs market participants would use in pricing the asset or liability.

Investments in private equity partnerships and hedge funds, which do not have a readily determinable fair value and are not traded on a public exchange, are measured at net asset value per share (or its equivalent) using the practical expedient and are not required to be assigned a level within the fair value hierarchy.

Assets measured at fair value at December 31, 2024 are as follows (in thousands):

	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>TOTAL</u>
Cash equivalents:				
Money market mutual funds	\$ 28,083			\$ 28,083
Investments:				
Commingled funds:				
Domestic market index		\$ 1,289,483		1,289,483
Global equity		830,440		830,440
Domestic fixed-income index		541,676		541,676
Money market mutual funds	440,155			440,155
Common stock – small-cap	161,798			161,798
U. S. Treasury securities	70,690			70,690
U. S. Government agency securities		68,316		68,316
Corporate debt securities		59,902		59,902
Municipal obligations		80		80
Other equities			\$ 36,400	36,400
Interest in charitable remainder trust			<u>595,777</u>	<u>595,777</u>
Total assets in fair value hierarchy	<u>\$ 700,726</u>	<u>\$ 2,789,897</u>	<u>\$ 632,177</u>	4,122,800
Investments:				
Private equity partnerships and hedge funds				<u>476,420</u>
Total assets measured at fair value				<u>\$ 4,599,220</u>

Assets measured at fair value at December 31, 2023 are as follows (in thousands):

	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>TOTAL</u>
Cash equivalents:				
Money market mutual funds	\$ 36,113			\$ 36,113
Investments:				
Commingled funds:				
Domestic market index		\$ 845,008		845,008
Global equity		500,709		500,709
Domestic fixed-income index		381,022		381,022
Money market mutual funds	56,793			56,793
Common stock – small-cap	115,266			115,266
U. S. Treasury securities	69,076			69,076
U. S. Government agency securities		72,501		72,501
Corporate debt securities		58,314		58,314
Municipal obligations		87		87
Other equities			\$ 37,500	37,500
Interest in charitable remainder trust			1,736,143	1,736,143
Total assets in fair value hierarchy	<u>\$ 277,248</u>	<u>\$ 1,857,641</u>	<u>\$ 1,773,643</u>	3,908,532
Investments:				
Private equity partnerships and hedge funds				<u>280,710</u>
Total assets measured at fair value				<u>\$ 4,189,242</u>

Valuation methods used for assets measured at fair value are as follows:

- *Mutual funds* are valued at net asset value (NAV).
- *Commingled funds* consist of nine funds with daily to monthly redemption terms which require from 1 to 30 days' advance notice. These investments are valued at NAV as determined by fund management based upon the reported fair value of the underlying investments. The underlying assets of the funds are primarily invested in securities traded in public markets and NAV for these funds is available routinely to fund investors.
- *Common stock* is valued at the closing price reported on the active market on which the individual securities are traded.
- *U. S. Treasury securities* are valued using prices obtained from active market makers and inter-dealer brokers on a daily basis.
- *U. S. Government agency securities, corporate debt securities and municipal obligations* are valued using prices obtained from independent quotation bureaus that use computerized valuation formulas which may include market-corroborated inputs for credit risk factors, interest rate and yield curves, and broker quotes to calculate fair values.
- *Charitable remainder trust* is valued based upon the fair value of underlying assets in the charitable remainder trust.
- *Private equity partnerships and hedge funds* are valued at NAV (or its equivalent) as a practical expedient to determine fair value. NAV is based on information provided to the Foundation by the general partners or fund manager of each fund. Management takes into consideration consultation with fund investment managers and audited financial information to determine the overall reasonableness of the recorded fair values.
- *Other equities* are valued based upon a third-party appraisal.

These valuation methods may produce a fair value that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Foundation believes its valuation methods are appropriate, the use of different methods or assumptions could result in a different fair value measurement at the reporting date.

Investments are exposed to various risks such as interest rate, market and credit risks. Because of these risks, it is reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statement of financial position and statement of activities.

The Foundation is invested in corporations and partnerships (the Funds), which qualify as alternative investments because they do not have a readily determinable market value and do not trade on a public platform. The Funds consist of multiple global and domestic strategies which include both publicly and privately-traded equity and fixed-income securities in both foreign and domestic markets within the individual Funds. In the normal course of operations, the Funds may enter into various contractual commitments involving forward settlements, including future contracts, forward foreign currency contracts, short sales of securities, swap contracts, and writing of option contracts. Commitments involving future settlements give rise to off-balance-sheet market risk, which represents the potential for an accounting loss that can be caused by a change in the market value of a particular investment. Concentrations of credit risk may exist if a number of companies in which the Funds invest are engaged in similar activities and have similar economic characteristics that would cause their ability to meet contractual obligations to be similarly affected by changes in economic or other conditions. Details of the Foundation's investments in private equity and hedge funds are as follows (in thousands):

<u>STRATEGY</u>	<u>2024 FAIR VALUE</u>	<u>2023 FAIR VALUE</u>	<u>REMAINING LIFE FOR LOCK-OUT PERIOD</u>	<u>REDEMPTION TERMS</u>
Private equity funds* – Invest in a diversified portfolio of partnerships that invest in middle market companies, healthcare, media and technology, secured debt, leveraged buyouts, growth equity, venture capital, distressed senior debt, and private market transactions.	\$304,428	\$218,350	Funds dissolve between 2026 and 2035 subject to extension or early termination. May be further extended by the general partner subject to approval by the limited partners.	Distributions are made solely at the discretion of the general partners. The Foundation has no ability for redemption except in limited cases.
Hedge funds – Invest primarily in structured credit securities, global fixed income and foreign exchange funds.	\$171,992	\$62,360	None.	Monthly or quarterly redemptions.
Total	\$476,420	\$280,710		

\* The Foundation has unfunded private equity commitments of approximately \$252 million at December 31, 2024.

Changes in the value of Level 3 assets consist of the following (in thousands):

	OTHER EQUITIES	CHARITABLE REMAINDER TRUST	TOTAL
Balance at December 31, 2022	\$ 33,100	\$ 1,639,692	\$ 1,672,792
Unrealized gain	4,400	149,715	154,115
Distributions		(53,264)	(53,264)
Balance at December 31, 2023	37,500	1,736,143	1,773,643
Unrealized gain (loss)	(1,100)	67,833	66,733
Distributions		(1,208,199)	(1,208,199)
Balance at December 31, 2024	<u>\$ 36,400</u>	<u>\$ 595,777</u>	<u>\$ 632,177</u>

#### NOTE 4 – INVESTMENT AND SPENDING POLICY

The Foundation follows an investment and spending policy that attempts to provide a predictable stream of income to fund its charitable activities. Following this strategy, the Board invests all Foundation assets, restricted and unrestricted, in a manner that is intended to produce results that meet or exceed minimum distribution requirements plus inflation while assuming a moderate level of investment risk. Actual returns in any given year may vary from this amount. To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).

The Foundation has a policy of appropriating for distribution each year an amount that at least meets the minimum distribution as required by tax laws pertaining to private foundations. These distribution payouts will be used to meet both grant making and administrative needs of the Foundation. To meet the payout level determined each year, the Foundation follows the investment policy described above, utilizing both income and capital appreciation. Where prudent, and not inconsistent with the Foundation's trust indenture or the Uniform Prudent Investor Act (the Act) of the Texas Trust Code, the Foundation may use a portion of the principal of certain funds to meet the established payout or to fund special projects, as determined by the Board.

#### NOTE 5 – RIGHT-OF-USE ASSET AND LEASE LIABILITY

The Foundation leases certain office space used in its operations that is classified as an operating lease. Payments due under these lease contracts are fixed. The Foundation elected to use a risk-free rate for a period comparable with that of the lease term as the discount rate. The components of lease cost are as follows (in thousands):

	2024	2023
Operating lease cost – rent expense	\$132	\$153
Cash paid for amounts included in the measurement of lease liability:		
Operating cash flows from operating lease	\$132	\$155

Reconciliation of the undiscounted cash flows related to the operating lease to the discounted amount reported in the statement of financial position as of December 31, 2024 are as follows (in thousands):

2025	\$	132
2026		132
2027		132
2028		<u>121</u>
Total minimum lease payments		517
Less discount to present value		<u>(41)</u>
Total lease liability recognized	\$	<u>476</u>

As of December 31, 2024 and 2023, the weighted-average remaining lease term for the operating lease is 3.9 years and 4.9 years, respectively. The weighted-average discount rate associated with the operating lease as of December 31, 2024 and 2023 is 4.1%.

#### NOTE 6 – FEDERAL EXCISE TAX

The Foundation qualifies as a tax-exempt organization, and accordingly, is not subject to federal income tax, except to the extent that it has unrelated business income. However, the Code imposes a 1.39% excise tax on private foundations on net investment income (principally interest, dividends and net realized capital gains, less expenses incurred in the production of investment income).

A deferred tax liability results from unrealized increases or decreases in fair value (appreciation) that are reported for financial statement purposes prior to recognition for tax purposes. Deferred taxes have been provided at 1.39%.

The Foundation's federal excise tax expense activity is as follows (in thousands):

	<u>2024</u>	<u>2023</u>
Current federal excise tax	\$ 2,207	\$ 1,669
Deferred federal excise tax expense	<u>4,159</u>	<u>5,425</u>
Total federal excise tax expense	<u>\$ 6,366</u>	<u>\$ 7,094</u>
Current federal excise tax payable	<u>\$ (26)</u>	<u>\$ (205)</u>
Deferred federal excise tax liability	<u>\$ (10,496)</u>	<u>\$ (6,337)</u>

Internal Revenue Code §4942 requires that the Foundation make qualifying charitable distributions equal to approximately 5% of the fair value of noncharitable assets reduced by acquisition indebtedness, if any, with respect to such assets. Such qualifying distributions must be made by the end of the succeeding taxable year in order to avoid the imposition of a 30% excise tax on any undistributed income. The Foundation is currently in compliance with these provisions and is not subject to this excise tax on undistributed income. The Foundation believes that it has appropriate support for the excise tax positions taken, and as such, does not have any uncertain tax positions that would result in a material impact on the Foundation's financial position or statement of activities.

**NOTE 7 – GRANTS PAYABLE**

At December 31, 2024, grants approved and committed for future payments are expected to be funded as follows (in thousands):

2025	\$ 70,147
2026	37,020
2027	18,560
2028	18,121
2029	13,734
Thereafter	<u>106,000</u>
Total	263,582
Discount at rates ranging from 0.2% to 4.6%	<u>(25,168)</u>
Total grants payable	<u>\$ 238,414</u>

Grants payable at December 31, 2024 include approximately \$170 million in amounts due in the aggregate to the Children’s Medical Center Foundation and Rice University.

**NOTE 8 – NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are restricted as follows (in thousands):

	<u>2024</u>	<u>2023</u>
Subject to the passage of time:		
Interest in charitable remainder trust	\$ <u>297,889</u>	\$ <u>868,072</u>
In perpetuity, not subject to appropriation or expenditure:		
Interest in charitable remainder trust	297,889	868,072
Investments	<u>1,487,772</u>	<u>769,606</u>
Total not subject to appropriation or expenditure	<u>1,785,661</u>	<u>1,637,678</u>
Total net assets with donor restrictions	<u>\$ 2,083,550</u>	<u>\$ 2,505,750</u>

The Board, following the provisions of the Foundation’s trust indenture and the Texas Trust Code, classifies net assets, revenue, gains, and losses based on the existence or absence of donor-imposed restrictions, as applicable. Accordingly, net assets of the Foundation and changes therein are classified and reported as such.

*Net assets with donor restrictions* subject to the passage of time consist of future distributions of the remainder interest in the Trust. Assets are released from restriction when time restrictions are met.

Net assets restricted in perpetuity consist primarily of investments from the original donors to be maintained in perpetuity, invested distributions from the charitable remainder trust and the undistributed remainder interest to be maintained in perpetuity, and paintings to be held in perpetuity.

#### **NOTE 9 – RELATED PARTY TRANSACTIONS**

Two members of the Board are each beneficiaries of two separate trusts that, collectively with two other separate trusts of which their siblings are each beneficiaries, has a majority ownership interest in the ultimate holding company of Moody National Bank of Galveston (the Bank). The Bank leases office space to the Foundation and provides the Foundation with general banking services, general bookkeeping services, and physical custody of records and marketable securities. Total payments to the Bank were approximately \$644,000 and \$631,000 during the years ended December 31, 2024 and 2023, respectively.

The Bank also serves as trustee for the Libbie Shearn Moody Trust (see Note 1).

Moody Memorial Research Institute (MMRI) was created in 2018 as an initiative to create a medical research organization. In December 2024, MMRI filed a certificate of termination with the Texas Secretary of State. As a result of the dissolution of the entity, the Foundation received approximately \$12 million in 2024 from MMRI that is included with other income.

#### **NOTE 10 – SUBSEQUENT EVENTS**

Management has evaluated subsequent events through August 21, 2025, which is the date that the financial statements were available for issuance. As a result of this evaluation, no events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

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# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*9.**

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Receive and file Summary of Biweekly Personnel Movements pay period #26, December 04 - December 17, 2025, submitted by Human Resources.

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/18/25 4:20 pm

**Biweekly Movement for New Hires PP#26 - 12/04/2025 - 12/17/2025**

<b>Division</b>	<b>Employee</b>	<b>Hire Date</b>	<b>Job Profile</b>	<b>Salary</b>
County Engineer	Alexis Cook	12/4/2025	Floodplain Specialist	\$43,676.00
Constable Pct. 1	David Gothard	12/4/2025	Deputy Constable III - (Part Time)	\$70,550.00
District Attorney	Emileigh Fletcher	12/4/2025	Administrative Assistant I	\$37,729.00
Parks	Joseph Berger	12/4/2025	Parks Maintenance Worker	\$31,040.00
Adult Probation	Keithanie Singleton	12/4/2025	Probation Officer	\$62,000.00
County Court #2	Marissa Moore	12/4/2025	Court Coordinator	\$55,744.00
Information Technolgy	Mauricio Dorantes	12/4/2025	Microsoft Cloud Solutions Engineer	\$108,012.00
Mosquito Control	Michael Moll	12/4/2025	Mosquito Spray Equipment Operator	\$34,222.00
Adult Probation	Trevion Cobbin	12/4/2025	Probation Officer	\$51,000.00

**Biweekly Movement for Personnel Movement PP#26 - 12/04/2025 - 12/17/2025**

<b>Division</b>	<b>Employee</b>	<b>Date</b>	<b>Job Profile</b>	<b>Salary</b>
Mosquito Control	Andres Loubet	12/8/2025	Shop Foreman - MC	\$56,758.00
Road & Bridge	Charles Johnson	12/4/2025	Heavy Equipment Operator II	\$41,596.00
Purchasing	Jacqueline Perez	12/4/2025	Procurement Specialist II	\$55,744.00
Emergency Management	Jesse Ryholt	12/15/2025	Emergency Management Coordinator	\$108,012.00
Grants	Mary Pitts	12/4/2025	Grants Coordinator III	\$72,000.00
Adult Probation	Rashica Bennett	12/4/2025	Case Manager	\$58,247.00
Sheriff's Office	Reynol Lopez	12/4/2025	Deputy Sheriff II	\$65,245.00
Sheriff's Office	Ricardo Arellano	12/4/2025	Corrections Officer III	\$64,097.00
Purchasing	Tamyra Dickey	12/4/2025	Procurement Specialist III	\$71,828.00

Reason
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Promotion

Promotion

Promotion

Promotion

Transfer

Promotion

Promotion

Reassignment

Promotion

**Biweekly Movement for Terminations PP#26 - 12/04/2025 - 12/17/2025**

<b>Division</b>	<b>Employee</b>	<b>Termination Date</b>	<b>Job Profile</b>	<b>Salary</b>
Personal Bond	Allyssa Schattel	12/8/2025	Magistrate Clerk	\$41,596.00
Road & Bridge	Brett Darling	12/11/2025	Seawall Maintenance Operator	\$37,729.00
Sheriff's Office	Courtney Rosson	12/8/2025	Corrections Officer I	\$53,316.00
County Clerk - Elections	Jordyn Gutierrez	12/12/2025	Voter Registration Temporary	\$15/hour worked
District Attorney	Taryn Mensch Bonner	12/16/2025	Paralegal	\$54,025.65
Sheriff's Office	Tiffany Garcia	12/15/2025	Communications Officer V	\$69,487.00
Tax Office	Vilma Parada-Molina	12/15/2025	Customer Service Representative II	\$35,933.00



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*10.**

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Consideration for approval to eliminate paid parking for employees and adopt a Parking Plan for 722 Moody Courthouse, submitted by Human Resources.

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/19/25 10:16 am

## Moody Courthouse Complex Parking Plan

### 1. Overview of Lots/Garages

Lot	Size (Spaces)	Primary Use	Proximity
Lot A	14 spaces and 2 rear open parking	Department Heads/Elected Officials/Maintenance Vehicles	North side lot next to entrance
Lot B	46 spaces 6 handicapped	General Public	South side next to building
Parking Garage	181 spaces 7 handicapped	County Vehicles and County Employees, 1 <sup>st</sup> and 2 <sup>nd</sup> floor	Farthest from building

### 2. Allocation of Parking

#### Lot A – Reserved Parking

- 14 spaces reserved for Department Heads and Elected Officials who primarily office out of the Moody Courthouse
  - Reserved (Temp Elected Official/Department Head)
  - Reserved (Temp Elected Official/Department Head)
  - Reserved 1 – County Judge
  - Reserved 2 – Chief of Staff
  - Reserved 3 – Purchasing Agent
  - Reserved 4 – MH Public Defender
  - Reserved 5 – County Engineer
  - Reserved 6 – Grants Director
  - Reserved 7 – Tax Assessor-Collector
  - Reserved 8 – Human Resources Director
  - Reserved 9 – Director/Chief Information Officer
  - Reserved 10 – Chief Financial Officer
  - Reserved 11 – County Auditor
  - Reserved 12 - Director of Adult Probation
- 2 spaces for occasional Facilities vehicles

#### Lot B – General Public

- Open parking for visitors/customers only
- No employee parking permitted
- Bike rack for public/employees

#### Parking Garage – County Vehicles and County Employees

- 4 reserved spaces for Information Technology vehicles near entrance/exit

- 3 reserved spaces for Custodial vehicles near entrance/exit
  - One reserved space for Mental Health Public Defender vehicle near entrance/exit
  - One reserved space for Tax Office vehicle near entrance/exit
  - Two reserved spaces for Facilities vehicles near entrance/exit
  - Remaining first and second floor spaces are open parking for all County employees
  - Third floor is reserved for Sheriff's vehicles
-



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*11.**

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**Contract Approval Request Form**

**To Be Completed by Requesting Department (#1-21)**

- 1) **Date of Request:** 12/19/2025
- 2) **Contract Type:** Other
- 3) **Renewal Contract:** No
- 4) **Department Name:** Parks and Cultural Services
- 5) **Department Contact:** Julie Walker
- 6) **Description:** MOU with the Texas Air National Guard so they can perform training exercises at Fort Travis Seashore Park.
  
- 7) **PEID No:** BIDCON
- 8) **Req No:** NA
- 9) **Orgkey:** NA
- 10) **Object Code:** NA
- 11) **Vendor:** Texas Air National Guard
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** NA
- 14) **Fund #:**
- 15) **Current Year Budgeted:**
- 16) **Current Year Projected:**
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 2/6/2026
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 2/7/2026
- 26) **Contract # Issued by Purchasing Department:**

**NOTES:** MOU allows them to use the park at no fee as the service is a benefit to the public of Galveston County. JW 12.19.2025

**Approval History**

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<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Julie Walker	Approve	12/19/25 4:33 pm
2	Melissa Fleming	Approve	12/19/25 4:41 pm
3	Francisco Rodriguez	Approve	12/22/25 1:48 pm
4	Diana Huallpa	Approve	12/22/25 2:47 pm
5	Sergio Cruz	Approve	12/22/25 3:35 pm
6	Veronica Van Horn	Approve	12/22/25 5:54 pm

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MEMORANDUM OF UNDERSTANDING BETWEEN  
Texas Air National Guard - 147<sup>th</sup> Air Support Operations Squadron and  
GALVESTON COUNTY/GALVESTON COUNTY DEPARTMENT OF PARKS AND  
CULTURAL SERVICES

SUBJECT: License Agreement for Use of Galveston County Parks Department land and facilities more particularly described below (the "LAND/FACILITIES") by Texas Air National Guard - 147<sup>th</sup> Air Support Operations Squadron (sometimes referred to herein as "LICENSEE").

1. Purpose: To reduce to writing the agreement between, Texas Air National Guard - 147<sup>th</sup> Air Support Operations Squadron and Galveston County/Galveston County Department of Parks and Cultural Services (collectively the "COUNTY") for use of the LAND/FACILITIES for the dates of February 6<sup>th</sup> and 7<sup>th</sup>, 2026.

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. LAND/FACILITIES means Fort Travis Seashore Park.

3. Revocable License. The COUNTY hereby grants to LICENSEE a revocable license to enter into and upon the LAND/FACILITIES in order to conduct Air Force Special Warfare training.

4. Term. This license shall be for a term beginning February 6<sup>th</sup>, 2026 and ending February 7<sup>th</sup>, 2026.

5. Compensation. Because the Intended Use of the LAND/FACILITIES is for Long Rang Communication training which will benefit the public and constitutes a use of County property for public purposes, the COUNTY provides this license to LICENSEE at no cost.

6. Scope and Stipulations of Activities. The licensed use of the LAND/FACILITIES may include the following:

- A. Landing military helicopters (landing sites attached.)
- B. Utilizing one of the bunkers for infiltration and exfiltration techniques, small unit tactics, and personnel recovery.
- C. Entering via boat and conducting a mock assault on bunker to recover a downed pilot.
- D. Long range communication drills and will have medical support on site.
- E. Pending coordination with the US Coast Guard and Galveston Island Beach Patrol, water safety will be conducted.
- F. Park will be closed to the public between 9am and 5pm for this detail on both days.

The specific activities that will be conducted pursuant to the license granted by this Memorandum of Understanding will be discussed and agreed to between the COUNTY and LICENSEE's Representative during the walkthrough, described in paragraph 7, below. The COUNTY's representative at the walkthrough will be Julie Diaz, Director of the Department of Parks and Cultural Services or her designee. LICENSEE's Representative and the COUNTY agree that the designated representatives who attend the walkthrough described in paragraph 7 have full authority to speak on behalf of and bind LICENSEE and the COUNTY concerning the subject matter of this agreement.

7. Joint Survey and Inspection; Security Plan. Prior to LICENSEE's use of the LAND/FACILITIES under this license, representatives of LICENSEE and the COUNTY will conduct a joint survey and inspection of the premises to observe the general condition of the buildings or facilities and to discuss any required preparations, the scope of activities, likely repairs by LICENSEE, if any, that may be necessary as a result of LICENSEE's use of the LAND/FACILITIES, and LICENSEE's plan to provide security for its operations and to protect the public or other users of COUNTY land and facilities not covered by this license from harm. LICENSEE will prepare a written memorandum to document the scope of the intended activities, repairs that LICENSEE anticipates it will perform at the conclusion of the event, the results of the joint survey and inspection, and LICENSEE's security plan. Should the COUNTY elect not to participate in the inspection LICENSEE will attach the memorandum to this license. Following conclusion of LICENSEE's use of the LAND/FACILITIES, representatives of LICENSEE and the COUNTY will conduct a second inspection to discuss cleanup and repair issues, if any.

8. Liability.

a. LICENSEE Liability to the COUNTY or Third Parties. LICENSEE is responsible, under the terms of the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b), 2671-2680, the Military Claims Act ("MCA"), 10 U.S.C. § 2733, or the Texas Tort Claims Act, Tex. Civil Prac. & Rem. Code chapter 101 ("TTCA"), as appropriate, to the COUNTY and any third parties for any injury to persons or damage to property proximately caused by the wrongful or negligent acts or omissions of LICENSEE employees or officers acting within the scope of their employment or office. LICENSEE agrees to return the property to the COUNTY in substantially the same condition it was in prior to the training event, unless otherwise agreed upon. LICENSEE reserves the right to make repairs to the property that would return it to the COUNTY in substantially the same condition that existed at the start of the license. The right to make repairs should not be construed as a modification of LICENSEE's rights and obligations under the FTCA or MCA or TTCA, or other applicable law. The COUNTY or injured third parties may use the FTCA or MCA or TTCA or other law, as applicable, to recover losses caused as a result of LICENSEE's activities related to its use of the LAND/FACILITIES that are not repaired or compensated for adequately by LICENSEE using other means. The FTCA provides a means of recovery for wrongful or negligent acts by personnel, employees and officers of the United States. The MCA provides a means of recovery for damages or injuries by United States military personnel conducting non-combat activities, including training, that are not the result of negligent acts. The TTCA provides a means of recovery or damages for property damage, personal injury or death caused by the wrongful act or commission or the negligence of an employee of a Texas governmental unit. In

no case will LICENSEE's liability exceed that allowable under applicable law, including the FTCA, the MCA and the TTCA.

b. COUNTY Liability to LICENSEE. The COUNTY is not liable to LICENSEE for damage or destruction of LICENSEE's property or equipment, or injury or death of LICENSEE's personnel, employees or officers. The COUNTY makes no representation that the LAND/FACILITIES is suitable for LICENSEE's contemplated use. LICENSEE's representatives will inspect and evaluate the suitability and safety of the LAND/FACILITIES for the proposed training. LICENSEE acknowledges that these premises covered by this license may contain hazardous conditions.

9. Contract Damages to Property. The COUNTY agrees to notify LICENSEE of any damage to the LAND/FACILITIES, beyond that discussed by the parties, within ten (10) days of the expiration of the period outlined in paragraph 4, above. Failure to notify LICENSEE within the five (5) days constitutes a waiver of such damage claim. LICENSEE agrees to negotiate a settlement within fifteen (15) days of notification of damage. LICENSEE assures the County that currently appropriated funds are available for such purpose.

10. Facsimile. The parties agree that a facsimile of this license bearing the signatures of the parties' representatives is valid for all purposes.

11. Any notice under the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by LICENSEE shall be addressed to the COUNTY at the following address:

Director, Galveston County Department of Parks and Cultural Services  
4102 Main Street  
La Marque, Texas 77568  
Email: [julie.walker@galvestoncountytexas.gov](mailto:julie.walker@galvestoncountytexas.gov)

and if given by the COUNTY shall be addressed to the Texas Air National Guard - 147<sup>th</sup> Air Support Operations Squadron at the following address:

Title: Major  
Name: Shawn Todd  
Organization: Texas Air National Guard  
Address: 14657 Sneider St, Houston, TX 77034-5586

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

GALVESTON COUNTY

**Organization Name: Texas Air National Guard - 147<sup>th</sup> Air Support Operations Squadron**

\_\_\_\_\_  
Mark A. Henry, County Judge

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237  
Date: 2025.12.19 11:40:48 -06'00'  
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Shawn Todd

ATTEST:

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Dwight Sullivan, County Clerk

Operations Officer/Major/TXANG  
Title/Rank/Service: \_\_\_\_\_



Date: **19 Dec 2025**

Julie Walker, Director  
Galveston County Department of Parks  
and Cultural Services

Date: 12/19/2025

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

GALVESTON COUNTY

\_\_\_\_\_  
Mark A. Henry, County Judge

ATTEST:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

  
Julie Walker, Director  
Galveston County Department of Parks  
and Cultural Services

Date: 12/19/2025

**Organization Name: Texas Air National  
Guard - 147<sup>th</sup> Air Support Operations  
Squadron**

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Date: 2025.12.19 11:40:48 -06'00'

Shawn Todd

Printed Name: \_\_\_\_\_

Operations Officer/Major/TXANG  
Title/Rank/Service: \_\_\_\_\_

Date: 19 Dec 2025

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

GALVESTON COUNTY

**Organization Name: Texas Air National Guard - 147<sup>th</sup> Air Support Operations Squadron**

\_\_\_\_\_  
Mark A. Henry, County Judge

TODD.SHAWN.MIC  
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Date: 2025.12.19 11:40:48 -06'00'

Shawn Todd

ATTEST:

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Dwight Sullivan, County Clerk

Title/Rank/Service: Operations Officer/Major/TXANG



Date: 19 Dec 2025

Julie Walker, Director  
Galveston County Department of Parks  
and Cultural Services

Date: 12/19/2025



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*12.**

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Consideration of approval of acceptance of a donation of a horse trailer for the Mounted Patrol Division of the Galveston County Sheriff's Office from the Galveston County Citizen Sheriff's Academy Alumni Association submitted by Commissioner, Precinct 2

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/22/25 4:15 pm

## Galveston County Citizen Sheriff's Academy Alumni Association

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A Non-Profit 501©3 Organization

P O Box 791 Dickinson, TX 77539

December 10, 2025

Hon. Mark Henry  
Hon. County Commissioner's Court  
Galveston County Courthouse  
722 Moody Ave.  
Galveston, TX 77550

RE: Donation to Galveston County Sheriff's Office

Gentlemen,

The Galveston County Citizen Sheriff's Academy Alumni Association is a 501©3 Non-Profit Organization who's mission is to compliment, promote and partner with the Galveston County Sheriff's Office and its Deputies and to unite, inform, educate and involve Alumni, friends and neighbors in fellowship and support of the protection and service to our communities in Galveston County.

The Galveston County Citizen Sheriff's Academy Alumni Association has received a request to purchase a horse trailer for \$21,000.00 for the Mounted Patrol Division of the Galveston County Sheriff's Office.

Sincerely,

Denise Stevenson  
Treasurer / GCCSAAA

---

Law Enforcement and Citizens in Partnership



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*13.**

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Consideration of authorization for the County Judge to sign the Joint Primary Election Services Contract between the Republican and Democratic Parties to provide election services for the March 2026 and May 2026 Primary and Runoff elections as submitted by the County Clerk

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/22/25 2:59 pm
2	Veronica Van Horn	Approve	12/23/25 8:54 am
3	Dianna Martinez	Approve	12/23/25 10:54 am

**JOINT PRIMARY ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,  
COUNTY OF GALVESTON**

**THIS CONTRACT** is made and entered into this 5th day of January, 2026, by and between the Galveston County Republican Party, acting by and through the Chair of its County Executive Committee, Dr. Pat McGinnis, the Galveston County Democrat Party, acting by and through the Chair of its County, Tierr'ishia Bell both hereinafter referred to as "Party's," and Dwight Sullivan, County Election Officer of Galveston County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Galveston County Joint Primary Election on March 3, 2026 (hereinafter referred to as the "election"), and the Galveston County Joint Runoff Primary Election, if necessary, on May 26, 2026 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Galveston County Commissioners Court on January 5<sup>th</sup>, 2026, County Clerk, and the County Chairs of the Galveston County Republican Party and Galveston County Democratic Party, respectively.

**THIS CONTRACT** is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party's understand the tasks each is to perform in connection with the election and the runoff election:

**1. *Duties and Services of the Contracting Officer.*** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology

described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election trainings, and notify the election judges of the date(s), time(s), and place(s) of such training. (This does not imply that election judges or clerks will be paid for attending such training. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioner's court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Post on the county's internet website and Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.
- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.

- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
  - 1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
  - 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
  - 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
  - 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
  - 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
  - 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 2. *Duties and Services of the Party.*** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
  - 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
  - 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

### **3. Compensation, Billing, and Payment.**

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with

the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is Verity through Hart Intercivic.
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
7. **General Provisions.**
- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.

- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

**For the Contracting Officer:**

Name: Wendi Fragoso
Mailing Address: P.O. Box 17253, Galveston, Texas 77552
Phone #: 409-766-2218
Fax: 409-765-3249
Email: wendi.fragoso@co.galveston.tx.us

**For the Republican Party:**

Name: Bruce Woodcock
Mailing Address: 1345 10 <sup>th</sup> Street, San Leon, Texas 77539
Phone #: 281-910-2098
Fax: N/A
Email: brucewoodcock@reagan.com

**For the Democrat Party:**

Name: Loretta Davis
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Mailing Address: 809 29 <sup>th</sup> Street, San Leon, Texas 77539
Phone #: 409-771-3162
Fax: N/A
Email: lpdsl@aol.com

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

**The Contracting Officer Dwight Sullivan**

Signature:
Title: County Clerk, Dwight Sullivan
Date:

**The Republican Party Dr. Pat McGinnis**

Signature:
Title: Republican Party Chair, Dr. Pat McGinnis
Date:

**The Democrat Party Tierr'ishia Bell**

Signature:
Title: Democrat Party Chair, Tierr'ishia Bell
Date:

**The Galveston County Judge Mark Henry**

Signature:
Title: County Judge, Mark Henry
Date:

**The County Clerk Dwight Sullivan**

Signature:
Title: County Clerk Dwight Sullivan
Date:



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*14.**

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Consideration of approval of early voting polling locations for the March 2026 Primary Election as submitted by the County Clerk

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/22/25 2:18 pm

**March 3, 2026 Primary Election  
Early Voting Locations**

**Tuesday, February 17 thru Friday, February 20, 2026..... 8:00am to 5:00pm**  
**Saturday, February 21, 2026.....7:00am to 7:00pm**  
**Sunday, February 22, 2026.....1:00pm to 7:00pm**  
**Monday, February 23 thru Friday, February 27, 2026..... 7:00am to 7:00pm**

**Main Voting Location  
Galveston CO Records and Election Center  
10000 Emmett F. Lowry Expressway #1152  
Texas City, TX 77591**

**Joe Faggard Community Ctr**  
1750 Highway 87  
Crystal Beach, TX 77650

**High Island ISD Gym**  
2113 6<sup>th</sup> Street Gym  
High Island, TX 77623

**Seaside Church**  
16523 Termini-San Luis Pass  
Jamaica Beach, TX 77554

**Moody Methodist Church**  
2803 53<sup>rd</sup> Street  
(Fellowship Hall)  
Galveston, TX 77551

**Galveston CO Courthouse**  
722 Moody Ave  
(2<sup>nd</sup> Floor)  
Galveston, TX 77550

**Galveston CO Justice Ctr**  
600 59<sup>th</sup> Street  
(1<sup>st</sup> Floor Break Rm)  
Galveston, TX 77551

**Galveston CO MUD 12**  
2929 Highway 6  
(2<sup>nd</sup> Floor)  
Bayou Vista, TX 77563

**Greater St. Matthews**  
6333 Hwy 6  
Hitchcock, TX 77563

**West County Building**  
11730 Hwy 6  
Santa Fe, TX 77510

**Santa Fe ISD Museum**  
13304 Highway 6  
Santa Fe, TX 77510

**La Marque Comm Room**  
1109 B Bayou Road  
La Marque, TX 77568

**Carver Park Comm Room**  
6415 Park Ave  
(Thomas Carter Rm)  
Texas City, TX 77591

**Nessler Center**  
2010 5<sup>th</sup> Ave North  
(Surf Room)  
Texas City, TX 77590

**Dickinson City Hall**  
4403 Highway 3 Room 2  
Dickinson, TX 77539

**Dickinson Community Ctr**  
2714 Highway 3  
Dickinson, TX 77539

**Bay Colony West HOA**  
6621 Calder Rd  
Dickinson, TX 77539

**JP Court, Precinct 1  
(Bayshore Annex Breakroom)**  
4500 10<sup>th</sup> Street  
Bacliff, TX 77518

**Kemah Community Ctr**  
800 Harris Room 1  
Kemah, TX 77565

**The Crossings**  
255 Egret Bay Blvd  
(Hall)  
League City, TX 77573

**Hometown Heroes Park**  
1011 E. League City Pkwy.  
League City, TX 77573

**League City Annex**  
174 Calder Road  
(Community Rm)  
League City, TX 77573

**Public Works Operation Ctr**  
1701 W. League City Pkwy  
League City, TX 77573

**Village on the Park**  
400 E. Parkwood  
(Town Hall)  
Friendswood, TX 77546

**First Baptist Friendswood**  
209 S. Friendswood Dr. Rm 209  
Friendswood, TX 77546



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*15.**

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Consideration of approval of election day polling locations for the March 2026 Primary Elections as submitted by the County Clerk

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/22/25 2:22 pm

## Primary Election Day Locations

March 3, 2026

### High Island ISD Gym

2116 6<sup>th</sup> St. Gym  
High Island, TX 77623

### Joe Faggard Community Ctr.

1750 Highway 87  
Crystal Beach, TX 77650

### Seaside Church

16534 Termini-San Luis Pass Rd.  
Jamaica Beach, TX 77554

### Galveston County Courthouse

722 Moody St. 2<sup>nd</sup> Floor  
Galveston, TX 77550

### Rebecca Sealy

404 8<sup>th</sup> St.  
Galveston, TX 77550

### Galveston Cty Justice Ctr

600 59<sup>th</sup> St. 1<sup>st</sup> Floor  
Galveston, TX 77551

### Texas A & M

200 Seawolf Pkwy.  
Galveston, TX 77551

### Moody Methodist Church

2803 53<sup>rd</sup> St. Rm. 116  
Galveston, TX 77551

### MUD 12 Galveston County

2929 Highway 6 Ste. 300  
Bayou Vista, TX 77563

### Greater St. Matthews

6333 Highway 6  
Hitchcock, TX 77563

### West County Bldg.

11730 Highway 6 Courtroom  
Santa Fe, TX 77510

### Santa Fe ISD Museum

13304 Highway 6  
Santa Fe, TX 77510

### Day Spring Church

2221 FM 646  
Santa Fe, TX 77510

### La Marque Fire Station

5715 Texas Ave.  
La Marque, TX 77568

### La Marque Community Room

1109 B Bayou Rd.  
La Marque, TX 77568

### Carver Park Comm. Center

6415 Park Ave.  
Texas City, TX 77591

### Calvary Baptist Church

517 18<sup>th</sup> Ave. N.  
Texas City, TX 77590

### Nessler Center

2010 5th Ave. N. Surf Room  
Texas City, TX 77590

### Texas City Central Fire

1721 25<sup>th</sup> Ave N  
Texas City, TX 77590

### Galveston Cty Records & Elections

10000 Emmett F. Lowry Expy  
Suite 1152  
Texas City, TX 77591

### Dickinson City Hall

4403 Highway 3 Room 3  
Dickinson, TX 77539

### Dickinson Community Center

2714 Highway 3  
Dickinson, TX 77539

### Lighthouse Baptist Church

4105 Gulf Freeway  
Dickinson, TX 77539

### Bay Colony West HOA

6621 Calder Rd  
Dickinson, TX 77539

### San Leon Fire

337 12th St.  
San Leon, TX 77539

### Bayshore Annex

4500 10<sup>th</sup> St. Breakroom  
Bacliff, TX 77518

### Kemah Community Center

800 Harris  
Kemah, TX 77565

### The Crossings

255 Egret Bay Blvd.  
League City, TX 77573

### Hometown Heroes Park

1001 E. League City Pkwy. Hall  
League City, TX 77573

### League City Annex

174 Calder Rd. Comm. Rm.  
League City, TX 77573

### League City Civic Center

400 W. Walker  
League City, TX 77573

### Public Works Operation Ctr.

1701 W League City Pkwy.  
League City, TX 77539

### Magnolia Creek Clubhouse

4751 W. League City Pkwy.  
League City, TX 77573

### First Baptist Friendswood

209 S. Friendswood Dr  
Rm 209  
Friendswood, TX 77546

### Village on the Park

400 E. Parkwood Town Hall  
Friendswood, TX 77546

### Hope Lutheran

1804 S Friendswood Dr  
Friendswood, TX 77546

### Leavesley Park Jones Hangar

901 Buckingham Dr. Friendswood,  
TX 77546



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*16.**

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Consideration of approval of TXU Energy Contract Service Point Change Request Form RSR-00330333 for the deletion of 5119 Highway 3 Dickinson, TX 77539 submitted by Facilities

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	12/22/25 5:58 pm
2	Dianna Martinez	Approve	12/23/25 10:36 am

# TXU Energy Contract Service Point Change Request Form



Request No:	RSR-00330333	Parent Quote Number:	S0397498	Pad Request:	10
Customer Name:	Galveston County	Contract Start Date:	06/01/2026	RDS Quote Number 1:	S0844216
Contact Email:		Contract End Date:	05/31/2030	RDS Quote Number 2:	
Business Partner:	0020284603	Contract Rate:	0.03296	RDS Quote Number 3:	
Sales Executive:	Brittany Jalomo	Billing Format:	Multi-site One Invoice	RDS Quote Number 4:	
Form Prepared By:	MORAN HECTOR				

ESI ID	Bill To Address(Street, City, St, Zip)	Physical Address(Street, City, St, Zip)	Deal Change Type	*Change Start Date	Market Transaction	Contract Account	Tax Exempt	Like ESI or Usage	Volumes Per ESI:	Non-Traded Volumes Per ESI:	Standing Charge
10400511610810001	P.O BOX 1418 GALVESTON, TX 77553-1418	5119 HIGHWAY 3 DICKINSON TX 77539-6831	Delete for PBO	6/30/2026	None	100051908504	<input type="checkbox"/>			0	\$0.00

Notes/Comments: \$0.00 settlement cost in contingent on new customer executing Premise Buyout/Assignment documents New entity name: Dickinson Water Control & Improvement District

Settlement: \$0.00

\*\*Total Volumes Traded(KWh): 0

\*\*\*Valid To(Expiration): 12/09/2025

Buyer hereby requests and authorizes Seller to add, delete and/or make other requested changes to the Premises as listed above. (The sales price for electricity quantities for added premises will be added at the existing price per kWh contained in the contract/quote number listed above.) Seller will process the request accordingly and subsequently invoice Buyer the Settlement Charge referenced above plus any applicable sales tax. Buyer may not net additions and deletions by submitting them on a single request form. Request Forms submitted by Buyers whose Agreement with Seller contains specific provisions allowing them to add or delete premises under terms that are expressly contrary to parameters contained in this form will be processed and assessed any fees in compliance with the explicit terms of that Agreement. \*Dates are estimated and will be no later than 3 business days after the receipt of the signed Service Point Change Request form. The actual date will be determined based upon meter and transaction type. \*\*Volumes listed are total volumes traded in the market rounded to the nearest kWh for the remaining term. \*\*\*Barring Significant market movement, this pricing offer is valid through the date and time above.

Authorized Signature:	<input type="text"/>	Date:	<input type="text"/>
Print Name:	<input type="text"/>	Print Title:	<input type="text"/>

By signing this form, Buyer agrees that all information listed on this form is accurate and correct. If there are any discrepancies, please contact your TXU Energy Account Service Manager. If all information is accurate and correct, please sign, print name, title and date, then return to your TXU Energy Account Service Manager before the expiration date above



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*17.**

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Consideration for authorization to dispose of salvage or surplus property submitted by the Purchasing Agent

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/22/25 1:39 pm



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ  
PURCHASING AGENT**

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

January 5, 2026

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

**Re: Disposal of Salvage or Surplus Property**

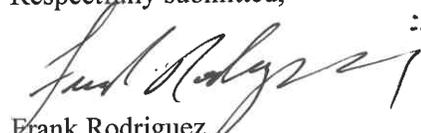
Gentlemen,

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

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted and efforts to transfer them to other departments have been exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

  
Frank Rodriguez  
Purchasing Agent  
County of Galveston

## Dickey, Tammy

---

**From:** Nolan, Edward  
**Sent:** Friday, December 19, 2025 4:36 PM  
**To:** Dickey, Tammy  
**Subject:** Agenda request for commissioners court 1/5/2026: 151500 Tax Office 20251219  
**Attachments:** 151500 Tax Office 20251219.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**151500 Tax Office 20251219.pdf**):

- Formax FD1202 S/N: K246003 Check pressure sealer

Thanks!

**PURCHASING DEPARTMENT**

**Edward Nolan**  
**Purchasing Asset Coordinator**

722 Moody, 5<sup>th</sup> floor, Galveston, TX 77550 Main: 409/770-5417  
Edward.Nolan@co.galveston.tx.us Galvestoncountytx.gov

*Ensuring Fair Access, Real Value, and Local Impact in County Purchasing*



**GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM**

Date: 12/18/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Kathleen Moreno 151500 Tax Office  
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal:  Destroy  Scrap  Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: See attached sheet

Make: See attached sheet Model: \_\_\_\_\_

Serial/VIN: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

Description of Use: Office items

Reason for Disposal: No longer needed

Is this item currently in sound working condition?  Yes  No

If no, please describe and list all defects.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

**PURCHASING DEPARTMENT USE ONLY**

12/19/2025  
Date Form Processed

[Signature]  
Fixed Asset Property Manager

Form No. FA-10  
04/20/2015



PROPERTY DISPOSAL REPORT

DATE: 12/18/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 151500 Tax Office Kathleen Moreno
Department No. & Name, Department Asset Custodian Authorized Signature

[Handwritten signature]

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

[X] Auction Date

[ ] Theft Date (Attach the Law Enforcement Agency Theft Report)

[ ] Destroyed by
[ ] Natural Disaster Date
[ ] Traffic Accident Date

[ ] Trade-In Date

[ ] Donated Date Agency receiving donation:

Disposal of: N/A - See attached sheet
FAID No. & Description

Reason for disposal: No longer needed, needs repair

Serial No./VIN #: \_\_\_\_\_

From: 151500 Tax Office Location: Old Courthouse TO
Department No. & Name Building, Floor, Suite, or Room No.

Comments: \_\_\_\_\_

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/19/2025
Date Form Processed

[Handwritten signature]
Fixed Asset Property Manager

Qty	Asset Tag	Description	Serial #	Make	Model	Notes
1	N/A	check pressure sender	K246003	Formax	FD1202	checks are not being sealed completely
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

## Dickey, Tammy

---

**From:** Nolan, Edward  
**Sent:** Friday, December 19, 2025 4:39 PM  
**To:** Dickey, Tammy  
**Subject:** Agenda request for commissioners court 1/5/2026: 151400 PROF SVCS FURN 20251219  
**Attachments:** 151400 PROF SVCS FURN 20251219.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**151400 PROF SVCS FURN 20251219.pdf**):

#	Qty	FAID	Description
1	3	N/A	bookshelves, wood
2	2	N/A	small filing cabinets
3	2	N/A	tables
4	2	N/A	chairs, rolling conference
5	3	N/A	desks
6	3	N/A	storage cabinets
7	3	N/A	desks

Thanks!

**PURCHASING DEPARTMENT**

**Edward Nolan**  
**Purchasing Asset Coordinator**

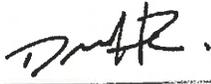
722 Moody, 5<sup>th</sup> floor, Galveston, TX 77550 | Main: 409/770-5417  
Edward.Nolan@co.galveston.tx.us | Galvestoncountytx.gov

*Ensuring Fair Access, Real Value, and Local Impact in County Purchasing*



**PROPERTY DISPOSAL REPORT**

DATE: 12/19/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager  
From: 151400, Professional Services DianaHuallpa   
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

**METHOD OF DISPOSAL**

- Auction \_\_\_\_\_  
Date
- Theft \_\_\_\_\_ (Attach the Law Enforcement Agency Theft Report)  
Date
- Destroyed by
  - Natural Disaster \_\_\_\_\_  
Date
  - Traffic Accident \_\_\_\_\_  
Date
- Trade-In \_\_\_\_\_  
Date
- Donated \_\_\_\_\_ Agency receiving donation: \_\_\_\_\_  
Date

Disposal of: N/A - See attached sheet  
FAID No. & Description

Reason for disposal: Replaced / no longer needed

Serial No./VIN #: \_\_\_\_\_

From: 151400, Professional Services Location: 3rd Floor, 722 Moody  
Department No. & Name Building, Floor, Suite, or Room No.

Comments: \_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

**PURCHASING DEPARTMENT USE ONLY**

12/19/2025  
Date Form Processed

  
Fixed Asset Property Manager



**GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM**

Date: 12/19/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: *Diana Huallpa* DianaHuallpa 151400, Professional Services  
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal:  Destroy  Scrap  Salvage Starting Bid \$ \_\_\_\_\_

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: See attached sheet

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Serial/VIN: \_\_\_\_\_ Year: \_\_\_\_\_ Color: Wood

Description of Use: Office furniture / furnishings

Reason for Disposal: Replaced / no longer needed

Is this item currently in sound working condition?  Yes  No

If no, please describe and list all defects.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

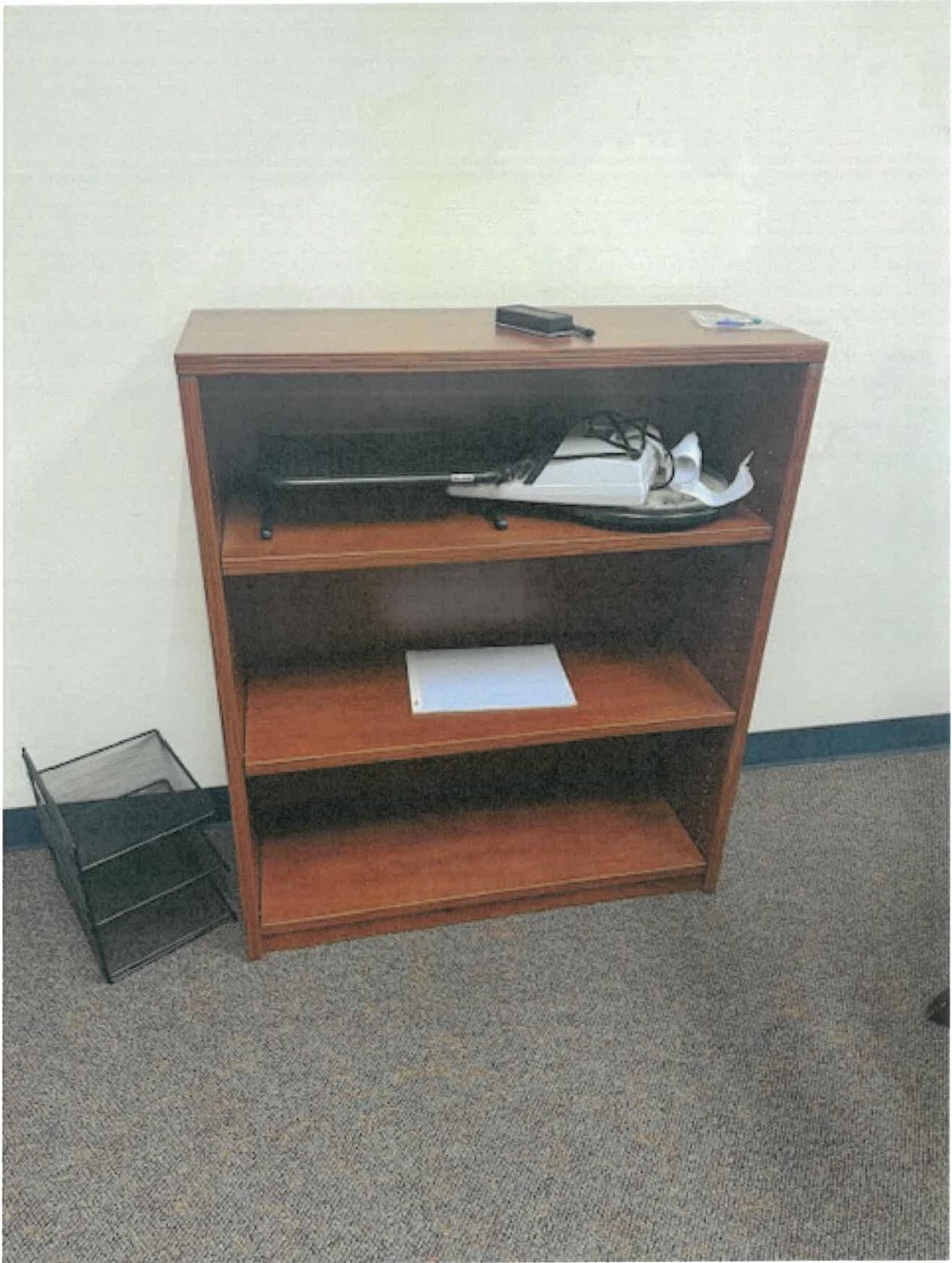
**PURCHASING DEPARTMENT USE ONLY**

12/19/2025  
Date Form Processed

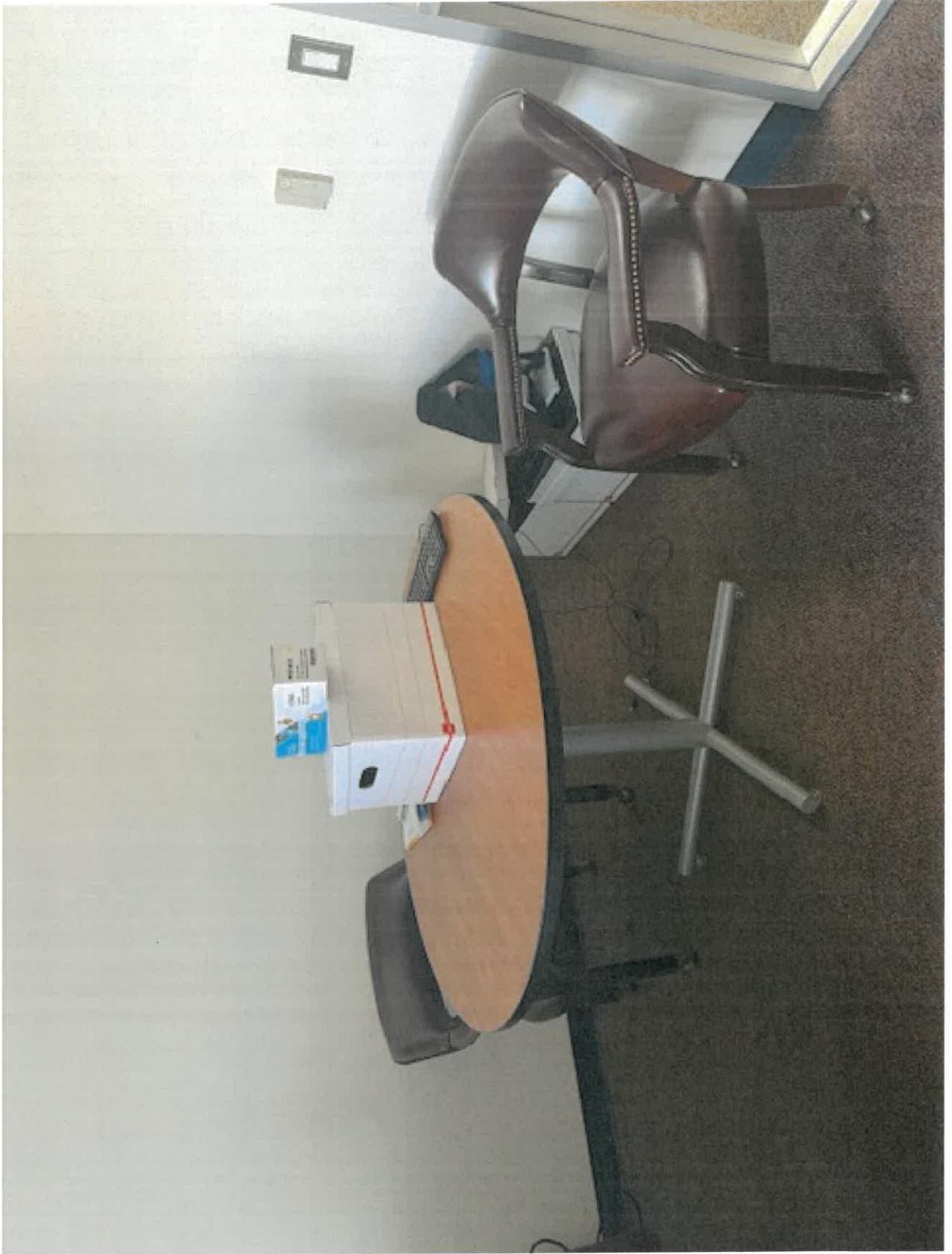
*Eduardo J. Huallpa*  
Fixed Asset Property Manager

Form No. FA-10  
04/20/2015

#	Qty	FAID	Description
1	3	N/A	bookshelves, wood
2	2	N/A	small filing cabinets
3	2	N/A	tables
4	2	N/A	chairs, rolling conference
5	3	N/A	desks
6	3	N/A	storage cabinets
7	3	N/A	desks



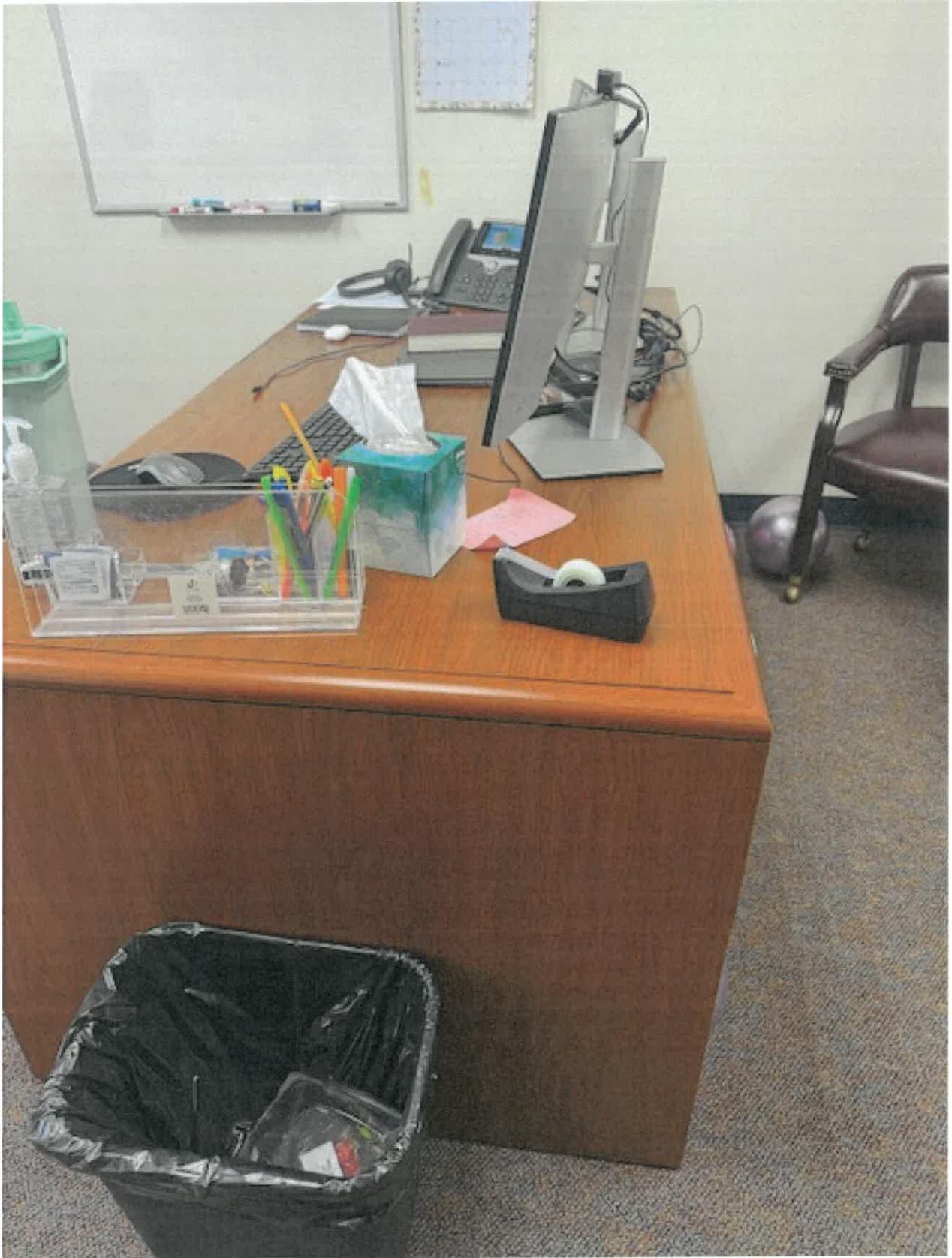






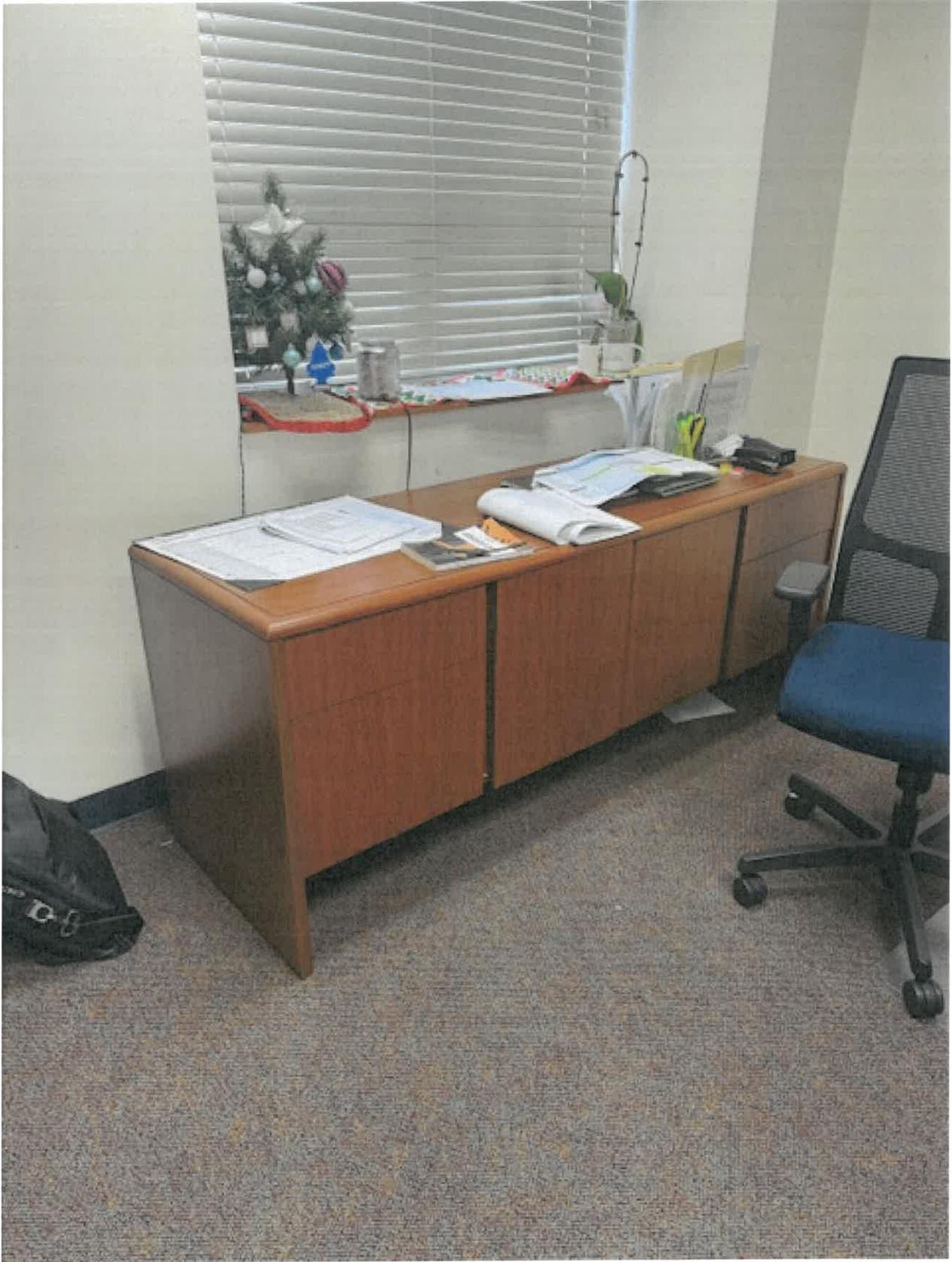












## Nolan, Edward

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**From:** Nolan, Edward  
**Sent:** Friday, December 19, 2025 4:46 PM  
**To:** Dickey, Tammy  
**Subject:** Agenda request for commissioners court 1/5/2026: 127100 DA SURP FURNITURE 20251219  
**Attachments:** 127100 DA SURP FURNITURE 20251219.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**127100 DA SURP FURNITURE 20251219.pdf**):

	Qty	Asset Tag	Description
1	3		OFFICE CHAIRS
2	3		2 HOLE PUNCHERS
3	50		JEWEL CD/DVD CASES
4	16		CD/DVD WINDOW ENVELOPES
5	200		DVD-R DISCS
6	200		DVD+R DISCS

Thanks!

**PURCHASING DEPARTMENT**

**Edward Nolan**  
**Purchasing Asset Coordinator**

722 Moody, 5<sup>th</sup> floor, Galveston, TX 77550 | Main: 409/770-5417  
Edward.Nolan@co.galveston.tx.us | Galvestoncountytx.gov

*Ensuring Fair Access, Real Value, and Local Impact in County Purchasing*



PROPERTY DISPOSAL REPORT

DATE: 12.18.25

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 127100, District Atty Miyoshi Rougely [Signature]

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Auction
Theft
Destroyed by
Trade-In
Donated

Disposal of: (3) office chairs & (3) hole punches & DVD's, DVD envelopes

Reason for disposal: Broken chairs; other supplies no longer needed.

Serial No./VIN #: [Blank]

From: 127100, District Atty Location: 600 59th St

Comments: [Blank]

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed: 12/19/2025

[Signature] Fixed Asset Property Manager



GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 12.18.25

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Miyoshi Rangely Miyoshi Rangely 127100 District Attorney

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: (3) office chairs; DVD's DVD envelopes

Make: Model: (3) hole punches

Serial/VIN: Year: Color:

Description of Use:

Reason for Disposal: Broken chair, other supplies no longer needed @ worn chairs

Is this item currently in sound working condition? Yes No

If no, please describe and list all defects.

(1) broken chair

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/19/2025 Date Form Processed

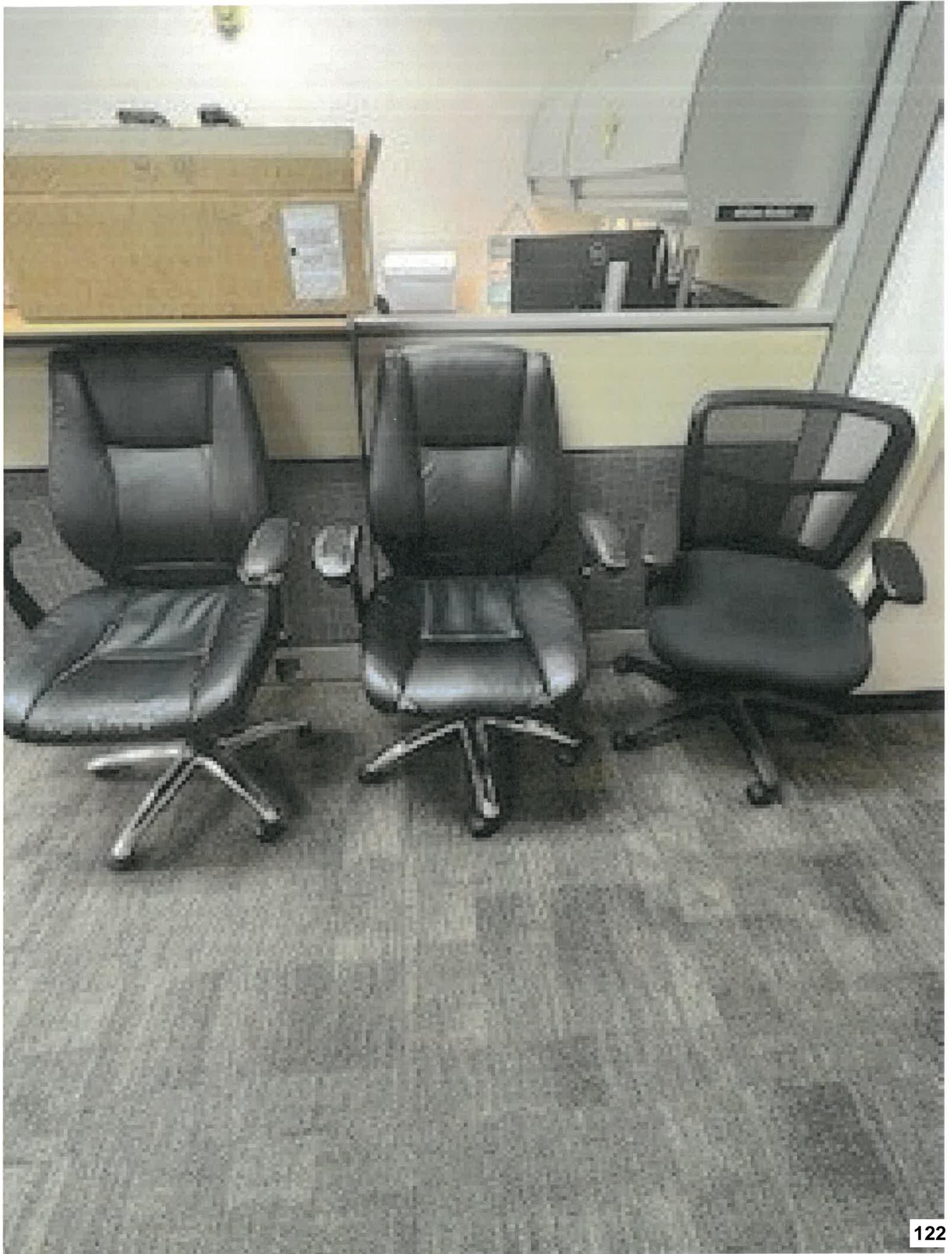
Edward Rangely Fixed Asset Property Manager

Form No. FA-10 04/20/2015

	Qty	Asset Tag	Description
1	3		OFFICE CHAIRS
2	3		2 HOLE PUNCHERS
3	50		JEWEL CD/DVD CASES
4	16		CD/DVD WINDOW ENVELOPES
5	200		DVD-R DISCS
6	200		DVD+R DISCS









# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*18.**

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Receive and file Certificate of Recognition to Galveston County Purchasing from GovDeals for reaching \$4 million in Lifetime Sales submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	12/23/25 4:17 pm
2	Dianna Martinez	Approve	12/23/25 4:28 pm



# CERTIFICATE OF APPRECIATION

GovDeals proudly recognizes

*Galveston County Purchasing*

For reaching **\$4,000,000** in assets sold,  
thereby providing exemplary service and  
the highest returns to your clients, the taxpayers.

A handwritten signature in black ink, appearing to read "S. Petty", written over a horizontal line.

Simon Petty  
Senior Manager,  
Client Relationships

A handwritten signature in black ink, appearing to read "Heidi Feiden", written over a horizontal line.

Heidi Feiden  
Business Development  
Manager

A handwritten signature in black ink, appearing to read "K. Schumann", written over a horizontal line.

Kaleb Schumann  
Senior Account  
Manager



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*19.**

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Consideration of authorizing the County Judge to execute a Novation of Restrictive Covenants affecting Lot One of Neel's Place, a Subdivision in Galveston County, Texas, located at 77th and Seawall in the City of Galveston, Texas submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	12/23/25 4:06 pm
2	Dianna Martinez	Approve	12/23/25 4:30 pm



Vinh Tran, and also with covenants for the protection of the Seawall, recorded under file number 2006075122 in the Office of the County Clerk of Galveston County, Texas (“2006 Release”); and

**WHEREAS**, the Property is presently undeveloped in part because the rights of reverter in favor of the County represent an obstacle to financing and investment, and those rights of reverter are dissimilar to the County’s real property interests protecting the Seawall along neighboring parcels; and

**WHEREAS**, the County wishes to encourage economic development and uniformity in the County’s protective interests along the Seawall; and

**WHEREAS**, the County and SPN intend to reform the restrictive covenants on the same portions of the Property presently encumbered without a right of reverter and in uniformity with neighboring parcels.

**NOW, THEREFORE**, in consideration of the foregoing; the Grantor and Grantee agree as follows:

All presently existing covenants, easements, and rights of reverter in favor of the County regarding the Property created in or arising out of the 1954 Deed, 2006 Deed, and 2006 Release are hereby terminated, except and only to the extent expressly stated below.

In consideration of the above, the Grantor SPN and Grantee agree to the following covenants with respect to the Property:

- 1) In the southernmost 101.27 feet of the Property, being the same portion of the Property described in Exhibit A of the 2006 Deed, the elevation of the Property shall not be reduced by Grantor below its present elevation, except temporarily during periods of construction, or as otherwise permitted by the County and the Office of the District

Engineer, U.S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas; and

- 2) No improvements shall be placed on the same portion of the Property described above without first securing the approval of the County Engineer, which approval will not be unreasonably withheld; and
- 3) The Grantor shall not place or erect any permanent improvements on the most southerly fifty (50) feet of the above described tract other than driveways and walkways for ingress and egress, paving for uncovered surface parking, and beautification; and
- 4) There is reserved to the County a perpetual easement in and over the most southerly thirty-five (35) feet of the above-described tract, said easement being retained both for the purposes of such ingress and egress as may be required for the maintenance and repair of the seawall and for the purposes of selling, assigning, leasing or otherwise allowing public utilities and/or governmental entities to use such easement for installation, construction, and maintenance of public roads and utilities; and
- 5) The County does hereby covenant that it will not sell, assign or lease the above thirty-five (35) foot easement to any person or entity other than a governmental agency or public utility company or the adjoining landowners; and
- 6) No use will be made of any portion of the Property that will in any way endanger the integrity of the seawall, such determination to be made solely by the County Engineer of Galveston County; and
- 7) The Property remains subject to all public utility or common carrier easements and rights-of-way of record or on the ground for the benefit of any governmental entity, public utility or common carrier having the right of eminent domain; and

8) These covenants shall be covenants running with the land and binding on all successors in title.

**FURTHER**, the Grantor and Grantee hereto agree to the following:

Notice of a violation of any of the restrictions and conditions shall be provided to Grantor, its heirs, successors and assigns and all lessees and mortgagees affected as indicated by record in the Office of the County Clerk of Galveston County, Texas, by the County of Galveston after which Grantor, its heirs, successors or assigns shall immediately take the necessary steps to correct said violations, shall prosecute such corrections with due diligence and shall correct said violations within ten (10) days after the date of such notice. Failure on behalf of Grantor to correct said violations within a ten (10) day period shall constitute a breach of the conditions. At the end of the ten (10) day period Galveston County shall have and does hereby reserve unto itself and its successors or assigns the right to enter the Property and to take necessary steps to correct said breach, and in such event: (a) Galveston County, its successors or assigns shall not be liable to Grantor, its heirs, successors and assigns, for any damage to or destruction of any improvements located on the Property or for any damage to or destruction of any improvements located adjacent to said property damaged as a result of the exercise of Galveston County's rights herein retained and (b) Grantor, its heirs, successors or assigns shall be liable for and shall upon demand, pay to Galveston County all costs incurred by Galveston County, its successors or assigns for said corrections. Should Grantor, its heirs, successors or assigns, fail to pay said costs within five (5) days after demand therefor said amount shall immediately become due and shall constitute, and Grantor expressly grants to Galveston County, both a tax lien as well as a contractual lien upon the Property, in favor of Galveston County which liens are expressly acknowledged and

recognized by Grantor to be in accordance with Galveston County's taxing and general statutory authority as provided by the Constitution and laws of the State of Texas.

WITNESS OUR HANDS on this, the 5th day of December, 2025.

COUNTY OF GALVESTON, TEXAS

SPN ENTERPRISES, LLC

BY: \_\_\_\_\_  
MARK HENRY, County Judge

BY:   
SURESH SHAH, Sole Member

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 6302 Seawall Blvd.  
Galveston Tx. 77551  
\_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF GALVESTON   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, County Judge for the County of Galveston, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of Galveston County.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS

§  
§  
§

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 5 day of December, 2025 by **SURESH SHAH**, Sole Member of **SPN ENTERPRISES, LLC**, in the capacity therein stated and as the act and deed of said limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas





# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*20.**

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Consideration of Rollover Pass Agreement between Galveston County and Udine Texas Environmental, LLC to grant access to property for the installation of a future wastewater line to connect existing infrastructure along State Highway 87, submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	12/23/25 5:28 pm
2	Dianna Martinez	Approve	12/24/25 10:07 am

**ROLLOVER PASS AGREEMENT  
BETWEEN  
GALVESTON COUNTY, TEXAS  
AND  
UNDINE TEXAS ENVIRONMENTAL, LLC**

This **ROLLOVER PASS AGREEMENT** (this “Agreement”) is made by and between **GALVESTON COUNTY, TEXAS** (“County”) and **UNDINE TEXAS ENVIRONMENTAL, LLC** (“Undine”).

The County owns “Rollover Pass”, which consists of open land, including an open field, dirt areas, and the proposed Rollover Pier Improvement Project. The County desires to grant Undine access to this land for the installation of a future wastewater line to connect existing infrastructure along State Highway 87, from Dees Street to Church Street, as further described in the letter attached hereto as Exhibit A.

Undine is a state-certified sewer utility with many years of experience operating and constructing state-approved public utility systems and Undine holds the Certificate of Convenience and Necessity (“CCN”) to provide wastewater utility service to Bolivar Island, including closing the service gap across Rollover Pass.

The County and Undine acknowledge that to provide wastewater utility service to East of Rollover Pass, Undine will require a force main extension across to connect the West side to the East side of the Rollover (the “FM Extension”).

The County finds that the propagation and improvement of sewer service across the Bolivar Peninsula is a benefit to the public health and safety of the people of Galveston County as well as the economic development of the region.

The parties have determined to effectuate the FM Extension pursuant to the terms of this Agreement.

The parties find that these recitals are true and correct.

**AGREEMENT**

For and in consideration of the mutual covenants, agreements, and benefits contained herein, the parties mutually agree as set out in this Agreement.

**1.0 DEFINITIONS.** Unless the context requires otherwise, the following terms as used in this Agreement shall have the meanings given below:

**1.1 “FM PROPERTY”** – means the fee simple real property owned by the County and described on Exhibit B attached hereto.

**1.2 “UNDINE FACILITIES”** – means the wastewater facilities to be constructed by Undine on the FM Property as described on Exhibit B for the purpose of completing the FM Extension and provided wastewater utility service for East end of Rollover Pass.

**2.0 CONSTRUCTION AND ACQUISITION OF UNDINE FACILITIES.** Undine shall, at no cost or expense to the County, provide for the construction of the Undine Facilities, all in accordance plans described on Exhibit C attached hereto with the requirements of the County relating to additions to its wastewater systems within the County. The County shall be entitled to periodically inspect the construction of the Undine Facilities to confirm they are in accord with Exhibit C and are consistent with the FM Extension and otherwise are in compliance with the County’s codes, ordinances, rules and regulations and any applicable laws, rules and regulations of the state of Texas.

**2.1 ENGINEER’S ADMINISTRATION FOR COUNTY.** Undine must submit all plans and changes to the Undine Facilities to the County Engineer for approval before commencing construction. The County Engineer may request any such revisions to the plans or changed plans as the Engineer may see fit in his sole discretion. Undine may, in its sole discretion, choose to modify the plans to obtain the County Engineer’s approval or terminate this agreement without constructing the Undine Facilities. Upon completion, Undine shall notify the County Engineer and shall promptly remedy any deficiencies identified by the County Engineer. In the event that Undine fails to remedy any deficiency identified by the County Engineer within 30 days, the County may remedy the deficiency and Undine shall reimburse the County for the costs of remediation.

**2.2 MODIFICATION AT COUNTY REQUEST.** In the event that the Undine Facilities become an impediment to the County’s intended use of the land upon which they are located, including any potential expansion or modification of Highway 87, construction or modification of park facilities, or otherwise, the County may provide Undine with written notice of at least 180 days advanced notice, and Undine must relocate or remove the Undine Facilities at its expense as may be required to remedy the conflict.

**3.0 OWNERSHIP OF UNDINE FACILITIES BY UNDINE.** The County acknowledges and agrees that all right, title and interest to Undine Facilities shall belong to Undine including all tangible property or fixtures. Undine shall be responsible for the maintenance and upkeep of the Undine Facilities and shall have the right to upgrade, repair, expand or otherwise modify Undine Facilities as it shall determine in its sole discretion. Undine shall be entitled to all revenue generated from the Undine Facilities.

**3.1 NO WARRANTY.** The license granted herein by the County to Undine for the use of the land upon which the Undine Facilities are located is without warranty either express or implied, including but not limited to any warranty that the land is suitable for Undine’s intended use.

**4.0 INGRESS AND EGRESS.** During the term of this Agreement, Undine shall have the right of ingress and egress, in under and over the FM Property for any purpose required in connection with the subject matter of this Agreement.

**5.0 TERM; TERMINATION.** This Agreement shall be in force and effect from and after the date of the County's countersignature below for a term of three years, and it shall automatically renew for consecutive three-year terms unless either party provides the other with a notice of intention to terminate at least 90 days before the end of the then-current term.

**6.0 APPLICABLE LAW.** This Agreement is made subject to the provisions of all applicable laws of the State of Texas. No provisions of this Agreement shall in any manner prejudice the legal rights and remedies of either party hereto. It is not the intent of either party hereto to contract away any governmental or legislative powers.

**6.1 SUBORDINATION OF AGREEMENT TO LAW.** The County and Undine intend to enter this Agreement pursuant to Texas Local Government Code 552.104 and any other provision of Texas law governing the County and Undine as a utility or the relationship of the two. This agreement is intended to memorialize and not modify the rights of the parties under the law.

**7.0 ASSIGNMENTS.** This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining written consent of the other; provided, however, Undine shall be entitled to assign its rights and obligations without the consent of the County to an affiliate, in connection with the sale of a substantial portion of its assets, or to any successor wastewater utility at Bolivar Island.

**8.0 MERGER.** This instrument contains all the agreements made between the parties with respect to the subject matter hereof.

**9.0 NOTICES.** Until Undine is otherwise notified in writing by the County the address of the County is and shall remain as follows:

County Judge Mark Henry  
722 Moody, 2<sup>nd</sup> Floor  
Galveston, TX 77550

Until the County is otherwise notified in writing by Undine, the address of Undine is and shall remain as follows:

Undine Texas Environmental, LLC  
Attn: Andy Thomas  
17681 Telge Rd.  
Cypress, TX 77429

All written notices required or permitted to be given under this Agreement from one party to the other shall be given by personal delivery (with a receipt showing delivery) or shall be deemed given by the deposit in a United States Postal Service mailbox or receptacle of certified or registered mail, with proper postage affixed thereto, addressed to the respective other party at the address set forth above or at such other address as the parties respectively shall designate by written notice.

**10.0 PARTIES IN INTEREST.** This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any right upon any third party. **SIGNATURES.** Galveston County and the Undine have executed this Agreement in multiple counterparts, each of which is deemed to be an original, effective as of the date of the last official signature shown below.

County of Galveston

\_\_\_\_\_  
Mark Henry  
County Judge

Attest:

\_\_\_\_\_  
Dwight Sullivan  
County Clerk

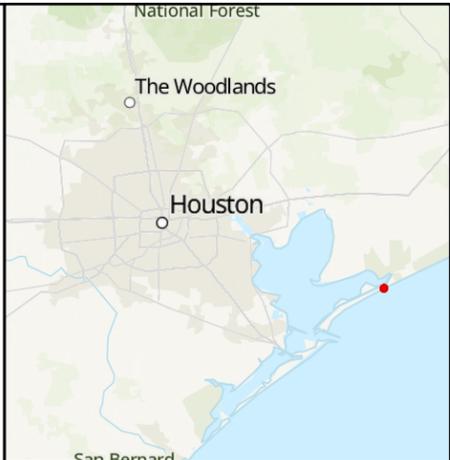
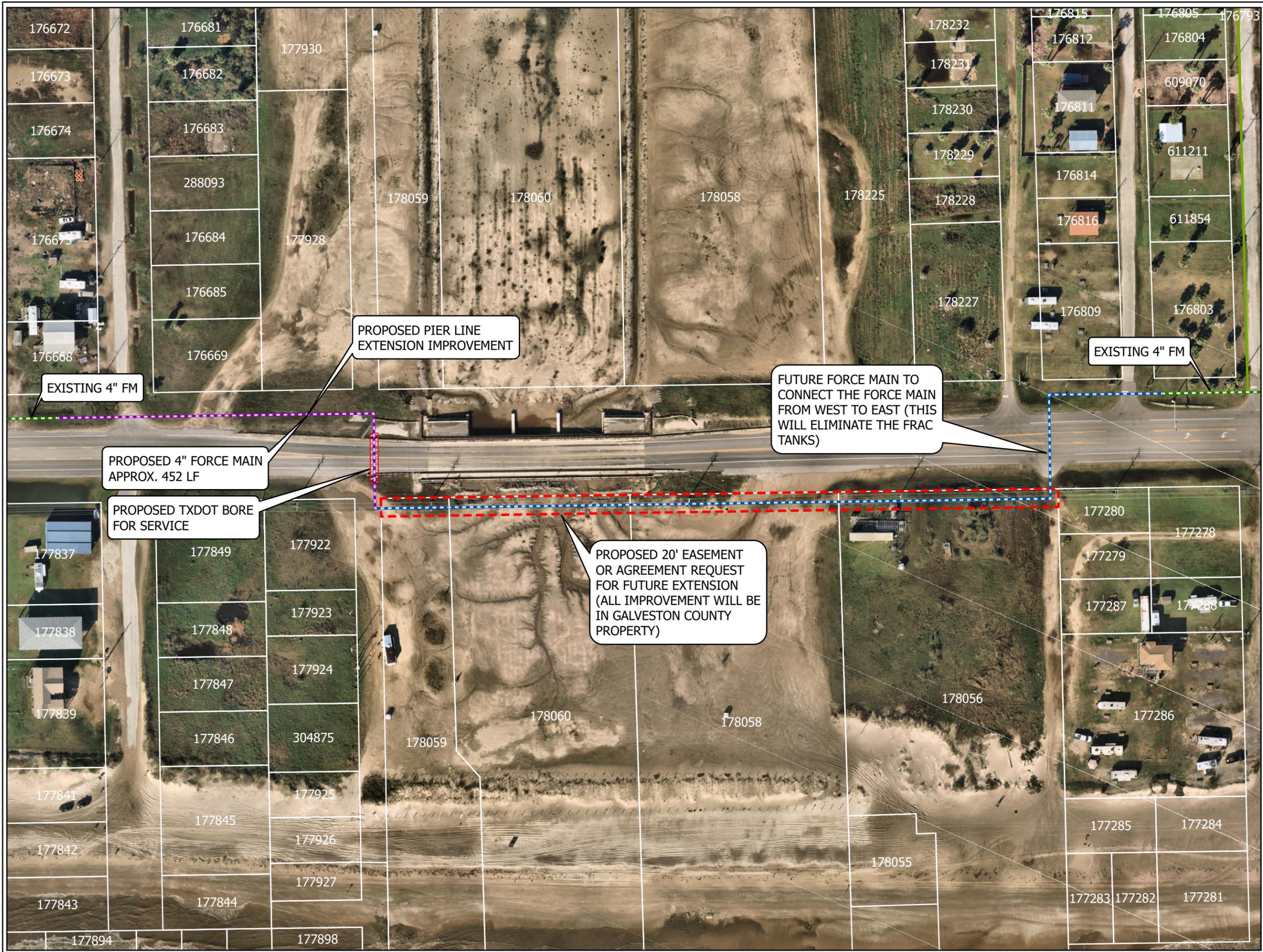
UNDINE TEXAS ENVIRONMENTAL,  
LLC

  
\_\_\_\_\_  
William A. Thomas  
Sr VP Operations and Capital Projects  
Date: 12-22-2025

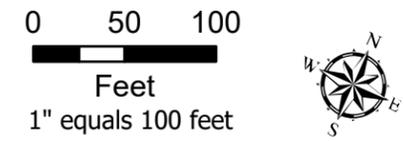
DATE OF COUNTY,  
COUNTERSIGNATURE:  
  
\_\_\_\_\_

Exhibit A

Pier Project



- - - Proposed 20' Easement
- - - Proposed 4" Force Main
- - - Future Force Main
- - - Proposed TXDOT Bore
- - - Existing Force Main
- - - Existing Gravity Main
- Parcels



**BOLIVAR ISLAND M.U.D.**

**PROPOSED  
4" FORCE MAIN  
ROLLOVER PIER  
IMPROVEMENTS**

Exhibit B

FM Property

**EXHIBIT \_\_\_\_\_**  
**METES AND BOUNDS DESCRIPTION**  
**15' Sanitary Sewer Easement**  
**7,824 Square Feet (0.180 of one acre)**  
**ELIJAH FRANKS SURVEY**  
**ABSTRACT NUMBER 64**  
**GALVESTON COUNTY, TEXAS**  
July 2025

**ALL** that certain 7,824 Square Feet (0.180 of one acre) of land situated in the Elijah Franks Survey, Abstract Number 64, Galveston County Texas, and being out of and a part of the southerly portion of that certain tract or parcel of land set aside to Edgar Hargraves in Judgment and Decree rendered by the District Court of Galveston County, Texas on the last day of May 1899 in Cause No. 19015 and recorded in District Court Minute Book 28, Page 166, and further being out of and a portion of Tracts 111, 112, and 113 out of a called 22.5 acre tract, all as referenced in that certain District Court Eminent Domain Proceeding styled County of Galveston, Texas vs. Gulf Coast Rod, Reel, and Gun Club, Inc., Case Number CV-0076026 of the Civil and Family Case Records of Galveston County, Texas (hereinafter referred to as the "condemned Galveston County tract"), and being more particularly described by metes and bounds as follows: (All bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.90, E: 3,642,955.72) All coordinates shown hereon are reported in grid. All area quantities are reported in surface;

**BEGINNING** at a point in the southerly right-of-way (R.O.W.) line of State Highway No. 87 (SH 87, 120 feet wide) for the west corner of that certain tract of land in the name of Ottmar Vega Ted (Tract I) described in a Substitute Trustee's Deed at Clerk's File Number 2011056794 of the Official Public Records of Galveston County Texas (O.P.R.G.C.T.) and the north corner of the condemned Galveston County tract and the herein described tract (N:13,760,001.96; E:3,399,646.38), and from which a 1/2 inch iron rod (no cap) found for reference bears North 56 Degrees 06 Minutes West, a distance of 1.0 feet);

**THENCE**, clockwise the following Four (4) courses:

- 1) South 26 Degrees 03 Minutes 43 Seconds East, with the easterly line of said condemned Galveston County tract and the herein described tract, a distance of 15.00 feet to the east corner of the herein described tract (N:13,759,988.48; E:3,399,652.97);
- 2) South 65 Degrees 07 Minutes 45 Seconds West, through and across said condemned Galveston County tract, and with the southerly line of the herein described tract, a distance of 521.76 feet to a point in the easterly line of the remainder of Bauer Street, an abandoned traveled way (sometimes called 29 feet wide, actual distance considerably narrower), for the south corner of the herein described tract (N:13,759,769.05; E:3,399,179.60);
- 3) North 24 Degrees 53 Minutes 34 Seconds West, with the easterly line of the remainder of said Bauer Street and the westerly line of the said condemned Galveston County tract and the herein described tract, a distance of 15.00 feet to a point in the southerly R.O.W. line of said SH 87 for the north corner of the remainder of said Bauer Street and the west corner of the herein described tract (N:13,759,782.65; E:3,399,173.29);

15' Sanitary Sewer Easement  
Elijah Franks Survey  
Abstract Number 64  
Galveston County, Texas

- 4) North 65 Degrees 07 Minutes 45 Seconds East, with the southerly R.O.W. line of said SH 87 and the northerly line of said condemned Galveston County tract and the herein described tract, a distance of 521.45 feet to the **POINT OF BEGINNING** and containing 7,824 square feet (0.180 of one acre) of land.

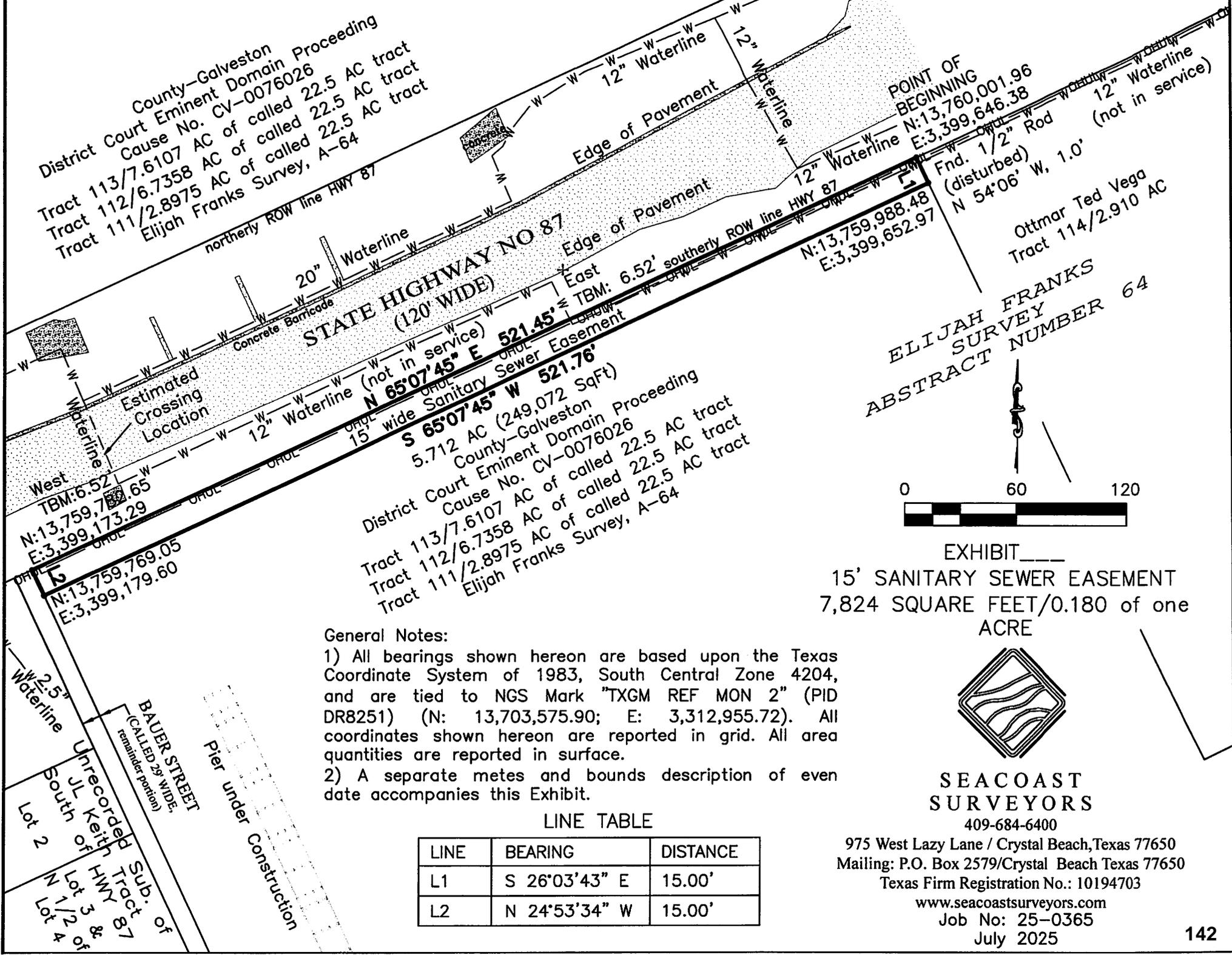
A separate Plat of Exhibit of even date accompanies this metes and bounds description.



Michael Hoover, RPLS  
Texas Registration No. 5423



County—Galveston  
 District Court Eminent Domain Proceeding  
 Cause No. CV-0076026  
 Tract 113/7.6107 AC of called 22.5 AC tract  
 Tract 112/6.7358 AC of called 22.5 AC tract  
 Tract 111/2.8975 AC of called 22.5 AC tract  
 Elijah Franks Survey, A-64



POINT OF BEGINNING  
 N:13,760,001.96  
 E:3,399,646.38  
 Fnd. 1/2" Rod (disturbed)  
 N 54°06' W, 1.0'  
 Ottmar Ted Vega  
 Tract 114/2.910 AC

ELIJAH FRANKS  
 SURVEY  
 ABSTRACT NUMBER 64

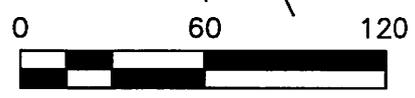
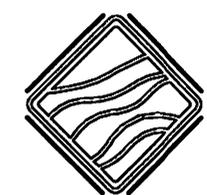


EXHIBIT \_\_\_  
 15' SANITARY SEWER EASEMENT  
 7,824 SQUARE FEET/0.180 of one  
 ACRE



SEACOAST  
 SURVEYORS  
 409-684-6400

975 West Lazy Lane / Crystal Beach, Texas 77650  
 Mailing: P.O. Box 2579/Crystal Beach Texas 77650  
 Texas Firm Registration No.: 10194703  
 www.seacoastsurveyors.com  
 Job No: 25-0365  
 July 2025

General Notes:

- 1) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.90; E: 3,312,955.72). All coordinates shown hereon are reported in grid. All area quantities are reported in surface.
- 2) A separate metes and bounds description of even date accompanies this Exhibit.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 26°03'43" E	15.00'
L2	N 24°53'34" W	15.00'

Waterline  
 W-2.5"  
 Unrecorded Sub. of  
 JL Keith Tract 87  
 South of Lot 3 & Lot 4  
 Lot 2  
 Pier under Construction  
 BAUER STREET  
 (CALLED 24' WIDE, remainder portion)

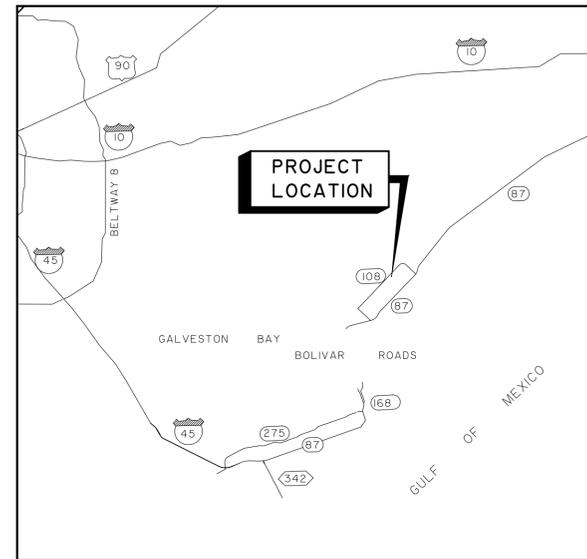
Exhibit C

Construction Specifications

# UNDINE LLC – BOLIVAR PENINSULA

## CONSTRUCTION PLANS FOR SANITARY FORCE MAIN IMPROVEMENTS ALONG HIGHWAY 87 AT ROLLOVER PASS GALVESTON COUNTY, TEXAS

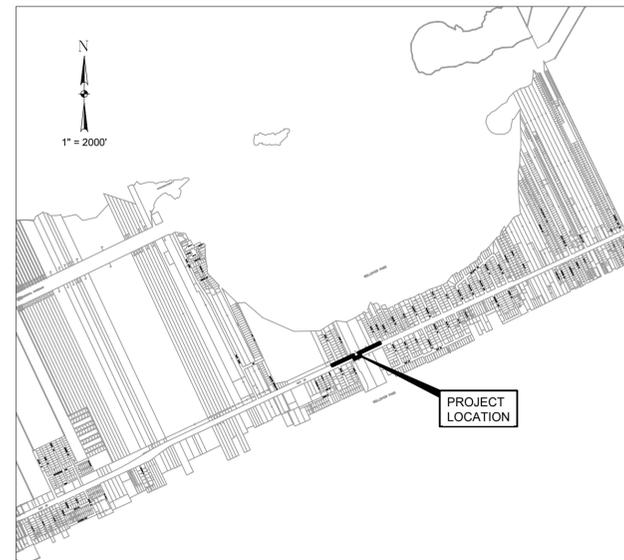
### PROJECT No 040136.01



**LOCATION MAP**  
NTS

#### SHEET INDEX

- 1 COVER SHEET
- 2 GENERAL NOTES
- 3 OVERALL SITE PLAN AND SWPPP
- 4 P&P SHEET (STA 1+00 TO STA 8+62)
- 5 P&P SHEET (STA 8+62 TO STA 11+16) (STA 0+00 TO 1+20)
- 6 MISCELLANEOUS DETAILS
- 7 UTILITY DETAILS SHEET PILE PENETRATION



**VICINITY MAP**  
1" = 2000'  
MAP REF: KEY MAPS 670 & 671 J  
ZIP CODE 77617  
GALVESTON COUNTY

NO.	DATE	REVISION	APP.

**A&S Engineers, Inc.**  
10377 Stella Link Road  
Houston, TX 77025  
713 / 942 / 2700  
Texas Engineering Registration No. F-000802

SHEET NO 1 OF 7

**GENERAL NOTES - OUTSIDE CITY LIMITS**

1. CONSTRUCT WASTEWATER COLLECTION SYSTEMS, WATER LINES AND STORM DRAINAGE IN ACCORDANCE WITH THE LATEST EDITION OF THE PUBLICATIONS STANDARD CONSTRUCTION SPECIFICATIONS FOR WASTEWATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE, AND STREET PAVING AND STANDARD CONSTRUCTION DETAILS FOR WASTEWATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE, AND STREET PAVING PUBLISHED BY HOUSTON PUBLIC WORKS.
2. UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. CONTRACTOR SHALL NOTIFY TEXAS ONE CALL AT 713-223-4567/811 OR 800-344-8377 AND LONE STAR NOTIFICATION CENTER AT 800-669-8344 AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING WATER, WASTEWATER AND STORM DRAINAGE LINES. DAMAGES SHALL BE REPAIRED IN ACCORDANCE WITH THE HOUSTON PUBLIC WORKS STANDARD CONSTRUCTION SPECIFICATIONS FOR WASTEWATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE, AND STREET PAVING AND STANDARD CONSTRUCTION DETAILS FOR WASTEWATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE, AND STREET PAVING REFERENCED ABOVE, AT NO ADDITIONAL COST.
4. CONTRACTOR SHALL NOTIFY THE TEXAS DEPARTMENT OF TRANSPORTATION AND GALVESTON COUNTY PRIOR TO COMMENCING CONSTRUCTION.
5. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER.
6. CONTRACTOR SHALL COMPLY WITH LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION.

**SANITARY SEWER CONSTRUCTION NOTES**

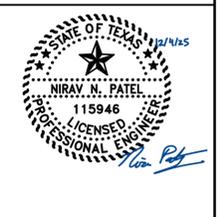
1. ALL SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HOUSTON "STANDARD CONSTRUCTION SPECIFICATIONS FOR WASTEWATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE, STREET PAVING, AND TRAFFIC" AND ALL CURRENT AMENDMENTS THERETO AND BE SUBJECT TO A STANDARD EXFILTRATION TEST. TESTS ARE TO BE PERFORMED ON THE TOTAL FOOTAGE OF SEWER LINE INCLUDED IN THE PROJECT. REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE, TITLE 30 CHAPTER 217, "DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEMS" SHALL GOVERN WHERE CONFLICTS EXIST EXCEPT WHERE CITY REQUIREMENTS ARE MORE STRINGENT.
2. THE SANITARY SEWER PVC PIPE SHALL BE GREEN PIPE, ASTM D2241 SDR 26 PRESSURE RATED SEWER PIPE BASED ON CONSTRUCTION CONDITION REQUIREMENT AND CONFORMING TO ASTM D1784 AND CITY OF HOUSTON STANDARD SPECIFICATION SECTION 02506 POLYVINYL CHLORIDE PIPE.
3. WHEN SS PRESSURE RATED PVC PIPE IS USED ON WATERLINE (WL) CROSSING UNDER CONDITION 1 OF COH IDM TABLE 7.3, THE SAME TYPE OF D2241 SDR 26 PVC PIPE OR C-900 GREEN DR-18 PVC GREEN PRESSURED TO BE UTILIZING IN-BETWEEN TWO SS MH'S. OR TO UTILIZE A DI TRANSITION ADAPTER FOR THE CONNECTING OF ASTM D-3034 PVC GRAVITY PIPE TO DI-OD AWWA C-900 PVC PIPE CENTERED AT WL WHEN CONNECTING TWO DIFFERENT TYPES OF PVC PIPES FOR SEWER CONSTRUCTION.
4. AWWA C-900 DR-18 PVC PIPE USES EITHER AWWA C900 DR-18 PVC FITTINGS OR DIP FITTINGS.
5. ALL SANITARY SEWER LINES UNDER PROPOSED OR FUTURE PAVEMENT AND TO A POINT ONE (1) FOOT BACK OF ALL PROPOSED OR FUTURE CURBS SHALL HAVE BEDDING PER CITY OF HOUSTON STANDARD DETAILS DRAWING NUMBERS 02317-01, 02317-02, OR 02317-03 AS APPLICABLE, WITH 1-1/2" SACK CEMENT/CY STABILIZED SAND BACKFILL UP TO THE BOTTOM OF THE PAVEMENT SUBGRADE. 100 PSI PERFORMANCE RESULTS ARE STILL REQUIRED.
6. ALL SANITARY SEWERS CROSSING WATER LINES WITH A CLEARANCE BETWEEN 12 INCHES AND 9 FEET SHALL HAVE A MINIMUM OF ONE 18' JOINT OF 150 PSI DUCTILE IRON OR (GREEN) C900 PVC PIPE MEETING ASTM SPECIFICATION D2241 CENTERED ON WATER LINE. WHEN WATER LINE IS BELOW SANITARY SEWER, PROVIDE MINIMUM 2 FOOT SEPARATION.
7. CONTRACTOR SHALL PROVIDE A MINIMUM HORIZONTAL CLEARANCE OF 9' FEET BETWEEN WATER LINES AND SANITARY SEWER MANHOLES AND LINES.
8. IN WET STABLE TRENCH AREAS USE BEDDING PER CITY OF HOUSTON STANDARD DETAILS DRAWING NUMBER 02317-02.
9. DEFLECTION TEST: DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE AND SEMI-RIGID SEWER PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5% IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED AS PER 30 TAC 217.57 LATEST AMENDMENT AND WITHOUT MECHANICAL PULLING DEVICES. NO BALL-TYPE MANDREL IS ALLOWED.
10. INFILTRATION, EXFILTRATION OR LOW-PRESSURE AIR TEST: EITHER OF THE FOLLOWING TESTS SHALL BE PERFORMED AS PER TAC, TITLE 30 217.57 WITHIN THE SPECIFIED TOLERANCES ON ALL GRAVITY SEWERS.
  - A. INFILTRATION OR EXFILTRATION TEST: TOTAL LEAKAGE AS DETERMINED BY A HYDROSTATIC HEAD TEST SHALL NOT EXCEED 50 GALLONS PER INCH DIAMETER PER MILE OF PIPE PER 24 HOURS AT A MINIMUM TEST HEAD OF TWO (2) FEET.
  - B. LOW-PRESSURE AIR TEST: PERFORM TEST ACCORDING TO UNI-B-6-90 OR OTHER APPROPRIATE PROCEDURES. FOR SECTIONS OF PIPE LESS THAN 36' (INCH) AVERAGE INSIDE DIAMETER, THE MINIMUM ALLOWABLE TIME FOR PRESSURE DROP FROM 3.5 P.S.I.G. TO 2.5 P.S.I.G. SHALL BE AS FOLLOWS:
    - 6" 340 SECONDS OR 0.855(L) FOR TEST LENGTHS GREATER THAN 398'
    - 8" 454 SECONDS OR 1.520(L) FOR TEST LENGTHS GREATER THAN 298'
    - 10" 567 SECONDS OR 2.374(L) FOR TEST LENGTHS GREATER THAN 239'
    - 12" 680 SECONDS OR 3.419(L) FOR TEST LENGTHS GREATER THAN 199'
    - 15" 850 SECONDS OR 5.342(L) FOR TEST LENGTHS GREATER THAN 159'
    - 18" 1020 SECONDS OR 7.693(L) FOR TEST LENGTHS GREATER THAN 133'
 WHERE L = LENGTH OF LINE OF SAME PIPE SIZE IN FEET.
14. "SAN. S. E." INDICATES "SANITARY SEWER EASEMENT"

**LEGEND:**

-  POWER POLE
-  TELEPHONE PEDESTAL
-  GUY WIRE
-  FIRE HYDRANT
-  WATER METER
-  WATER VALVE
-  CL OF DITCH
-  TOP OF BANK
-  OVERHEAD ELECTRIC
-  CHAIN LINK FENCE
-  EXIST FORCE MAIN
-  PROPOSED FORCE MAIN

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**A&S Engineers, Inc.**  
 10377 Stella Link Road  
 Houston, TX 77025  
 713 / 942 / 2700  
 Texas Engineering Registration No. F-000802



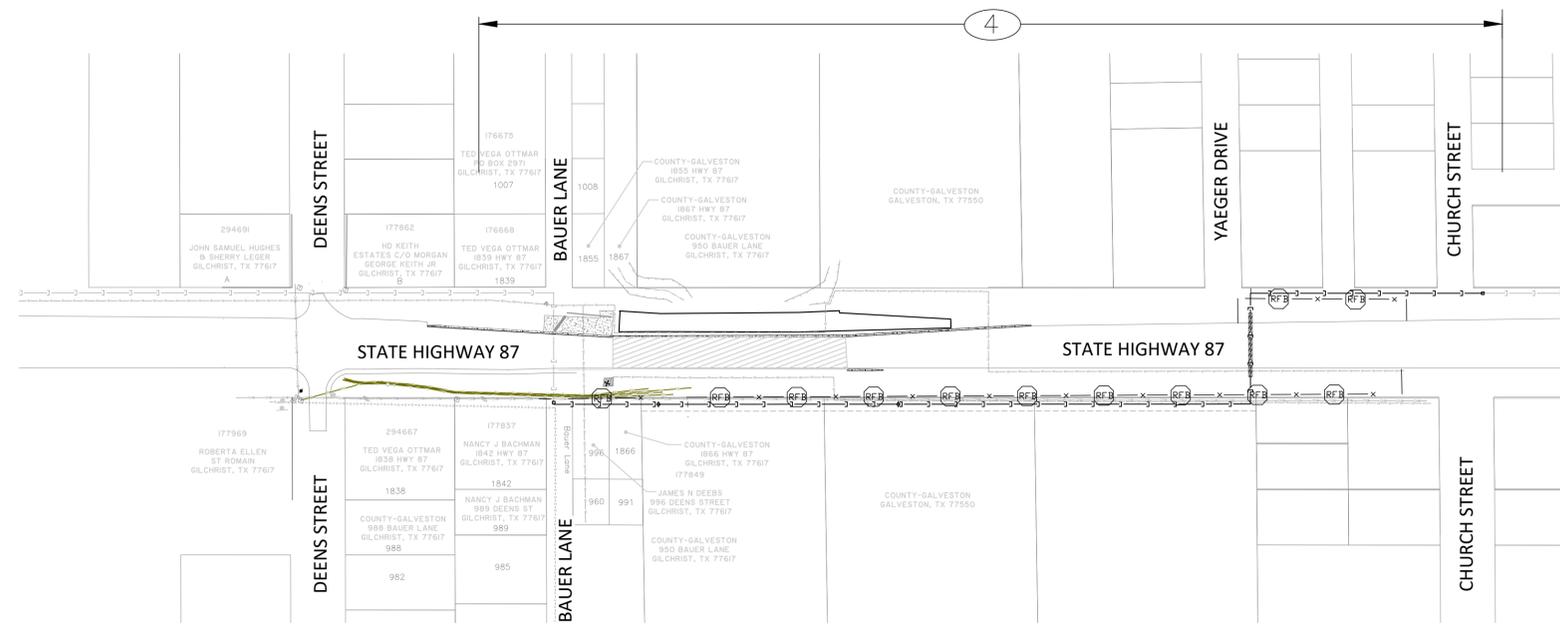
UNDINE LLC - BOLIVAR PENINSULA  
 SANITARY FORCE MAIN IMPROVEMENTS  
 ALONG STATE HWY 87 AT ROLLOVER PASS

**GENERAL NOTES**

DRAWING SCALE: N/A SHEET 2 OF 7

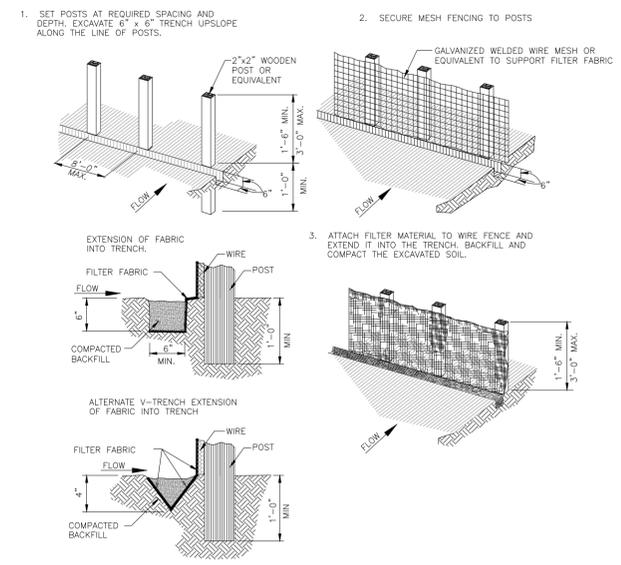
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NO.	DATE	REVISION	APP.



**GENERAL NOTES TO CONTRACTOR**

- LOCATE FUEL/MATERIAL STORAGE AREAS AWAY FROM STORM WATER CONVEYANCE SYSTEMS. USE A LINER UNDER ABOVE GROUND STORAGE TANKS, USE SILT FENCING, HAY BALES, OR BERMS AROUND FUEL STORAGE AREAS.
- CONTRACTOR WILL ADVISE OWNER IMMEDIATELY, VERBALLY, AND IN WRITING, OF ANY FUEL SPILLS ONTO THE PROJECT/CONSTRUCTION AREA AND THE ACTIONS TAKEN TO REMEDY THE PROBLEM.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL ENVIRONMENTAL LAWS.
- CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF FUELS, MATERIALS, AND EXCAVATIONS IN A LEGALLY APPROVED MANNER.
- CONTRACTOR IS TO INSPECT ALL STRUCTURAL CONTROLS SPECIFIED HEREIN, AT A MINIMUM, ONCE EVERY 7 CALENDAR DAYS OR WITHIN 24 HOURS AFTER ANY STORM EVENT THAT MEETS OR EXCEEDS 0.5 INCHES/24 HOUR PERIOD.
- CONTRACTOR WILL PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS AND OTHER POTENTIALLY TOXIC MATERIALS.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATELY MAINTAINED SANITARY FACILITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, IDENTIFICATION AND REMOVAL OF ALL DEBRIS FOR DESIGNATED CONCRETE WASH OUT SITE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR STREET CLEANING, ON A DAILY BASIS, ALL MUD AND DIRT DEPOSITED ON THE EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY.
- CONTRACTOR SHALL POST PROJECT INFORMATION, LOCATION OF THE STORM WATER POLLUTION PREVENTION PLAN AND ALL NPDES PERMITS.
- CONTRACTOR SHALL CONFORM WITH TPDES GENERAL PERMIT NO. TXR150000.
- CONTRACTOR SHALL PROVIDE INLET PROTECTION BARRIERS FOR ALL CURB INLETS PER DETAIL.



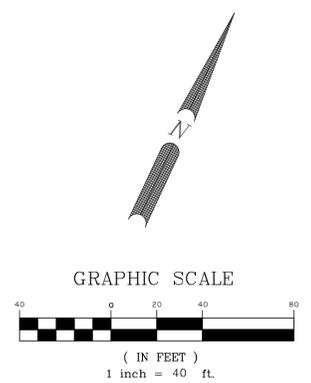
- GENERAL NOTES:
- SECURELY FASTEN MESH FENCING TO POSTS WITH STAPLES OR TIE WIRES.
  - SECURELY FASTEN FILTER FABRIC TO MESH FENCING.
  - WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, OVERLAP 6 INCHES AT A POST, FOLD TOGETHER, AND ATTACH TO A POST.
  - REMOVE SEDIMENT DEPOSITS WHEN SILT REACHES ONE-THIRD OF THE HEIGHT OF THE FENCE IN DEPTH.

**REINFORCED FILTER FABRIC BARRIER**



**STORM WATER POLLUTION PREVENTION PLAN DETAILS**

- REINFORCED FILTER FABRIC BARRIER (TO BE PLACED INSIDE PROPERTY LINE)
- INDICATES REINFORCED FILTER FABRIC FENCE TO BE USED FOR EROSION CONTROL BEHIND CURB
- STABILIZED CONSTRUCTION ACCESS
- INLET PROTECTION (STAGE 1 & 2)
- CONCRETE TRUCK WASH AREA
- BROADCAST SEEDING OF ALL DISTURBED AREA

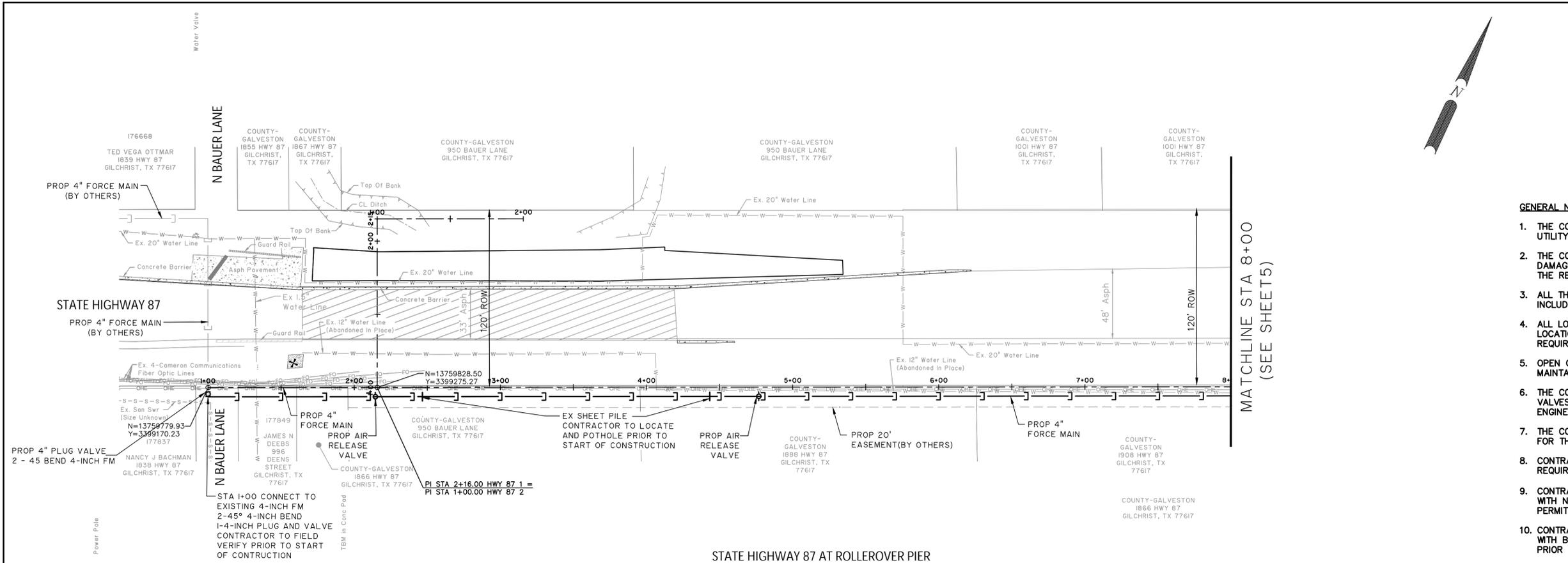


**A&S Engineers, Inc.**  
 10377 Stella Link Road  
 Houston, TX 77025  
 713 / 942 / 2700  
 Texas Engineering Registration No. F-000802

**UNDINE LLC - BOLIVAR PENINSULA  
 SANITARY FORCE MAIN IMPROVEMENTS  
 ALONG STATE HWY 87 AT ROLLOVER PASS**

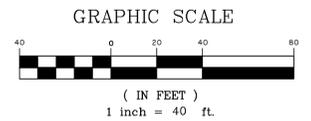
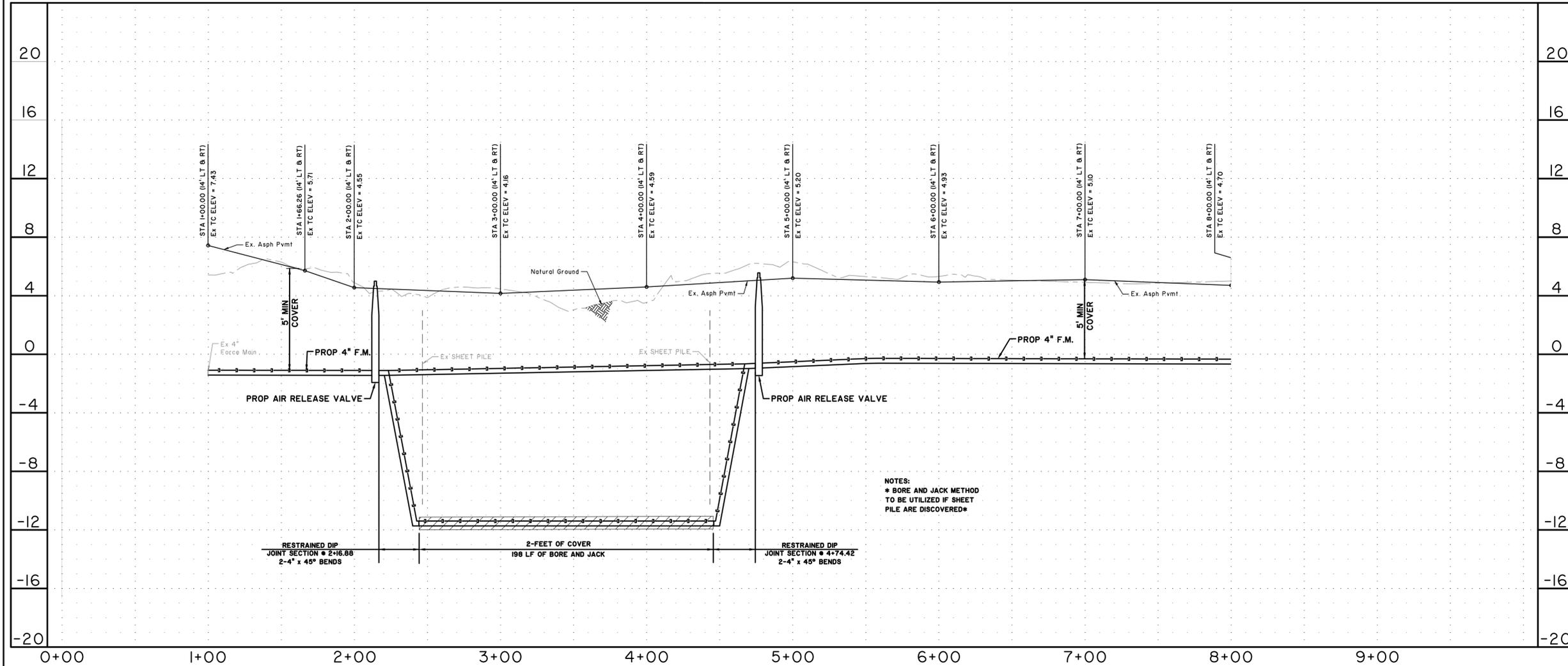
**OVERALL SITE PLAN AND SWPPP**

NO.	DATE	REVISION	APP.



- GENERAL NOTES:**
1. THE CONTRACTOR SHALL CALL 811 TO IDENTIFY ALL THE EXISTING UTILITY 48 HOURS PRIOR TO START OF CONSTRUCTION.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE EXISTING PUBLIC OR PRIVATE UTILITY LINES. ALL THE REPAIRS SHALL BE REPAIRED WITH NO COST TO THE OWNER.
  3. ALL THE LOWER PRESSURE SEWER LINES WITH CROSSING UTILITIES INCLUDING WATER SHALL BE IN ACCORDANCE WITH TCEQ REGULATIONS.
  4. ALL LOW PRESSURE SEWER LINES SHALL BE ENCASED AT ALL LOCATIONS FOR COUNTY ROAD CROSSING PER COUNTY ENGINEER REQUIREMENTS.
  5. OPEN CUT PIPE INSTALLATION WILL NOT BE ALLOWED IN THE COUNTY MAINTAINED PAVING.
  6. THE CONTRACTOR TO SUBMIT MANUFACTURER DATA FOR ALL PIPE, VALVES AND FITTINGS PRIOR TO START OF CONSTRUCTION FOR ENGINEER APPROVAL.
  7. THE CONTRACTOR TO FOLLOW UNDINE LLC STANDARD SPECIFICATION FOR THE LOW PRESSURE SANITARY SERVICE LATERAL CONNECTIONS.
  8. CONTRACTOR TO INSTALL ALL ENCASEMENT PIPING PER TXDOT REQUIREMENTS. SEE DETAIL ON DETAILS SHEET.
  9. CONTRACTOR TO COORDINATE CONSTRUCTION/TRAFFIC CONTROL PLANS WITH NEAREST TXDOT MAINTENACE OFFICE AFTER APPROVAL OF PERMIT.
  10. CONTRACTOR TO VERIFY THE EXACT LOCATION OF THE WATER MAIN WITH BOLIVAR PENINSULA SPECIAL UTILITY DISTRICT AT 409-684-3515 PRIOR TO START OF CONSTRUCTION.

STATE HIGHWAY 77 AT ROLLOVER PIER



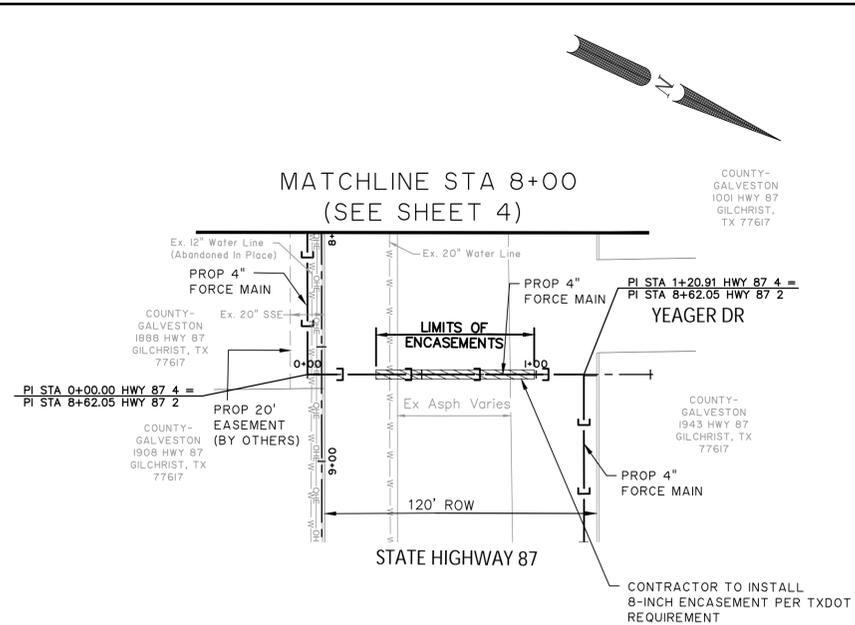
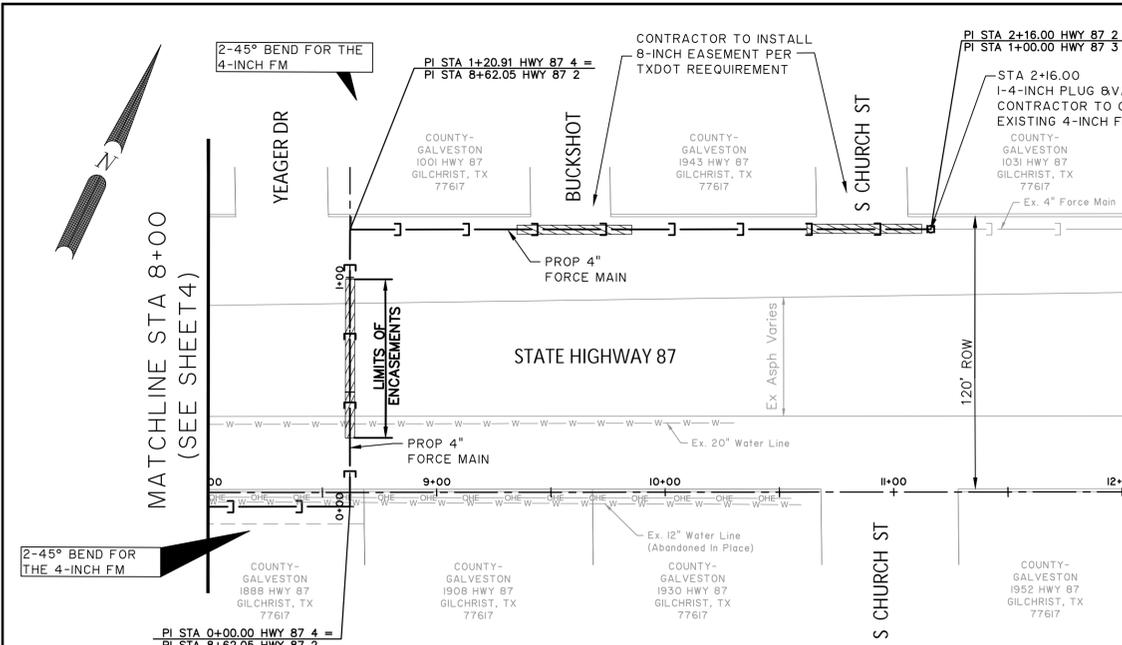
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UNDINE LLC - BOLIVAR PENINSULA  
 SANITARY FORCE MAIN IMPROVEMENTS  
 ALONG STATE HWY 77 AT ROLLOVER PASS

**P&P SHEET (STA 1+00 TO STA 8+16)**

DRAWING SCALE: H : 1"=40'  
 V : 1"=4'      SHEET 4 OF 7

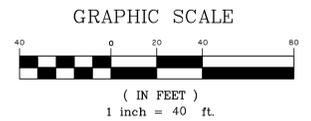
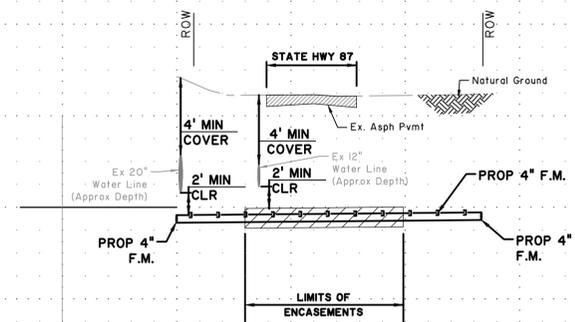
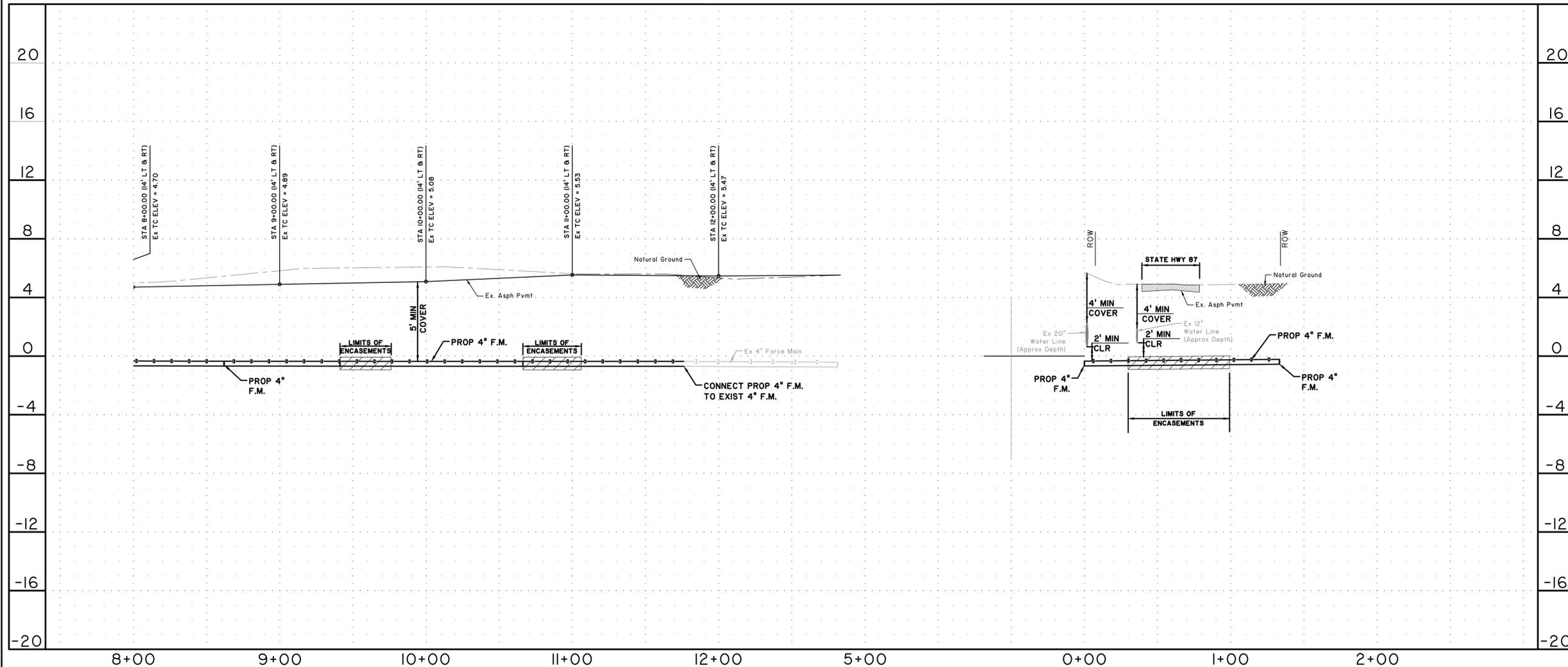
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**GENERAL NOTES:**

1. THE CONTRACTOR SHALL CALL 811 TO IDENTIFY ALL THE EXISTING UTILITY 48 HOURS PRIOR TO START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE EXISTING PUBLIC OR PRIVATE UTILITY LINES. ALL THE REPAIRS SHALL BE REPAIRED WITH NO COST TO THE OWNER.
3. ALL THE LOWER PRESSURE SEWER LINES WITH CROSSING UTILITIES INCLUDING WATER SHALL BE IN ACCORDANCE WITH TCEQ REGULATIONS.
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11. CONTRACTOR TO INSTALL 8-INCH ENCASEMENT PER TXDOT REQUIREMENT

**STATE HIGHWAY 87 AT ROLLOVER PIER**



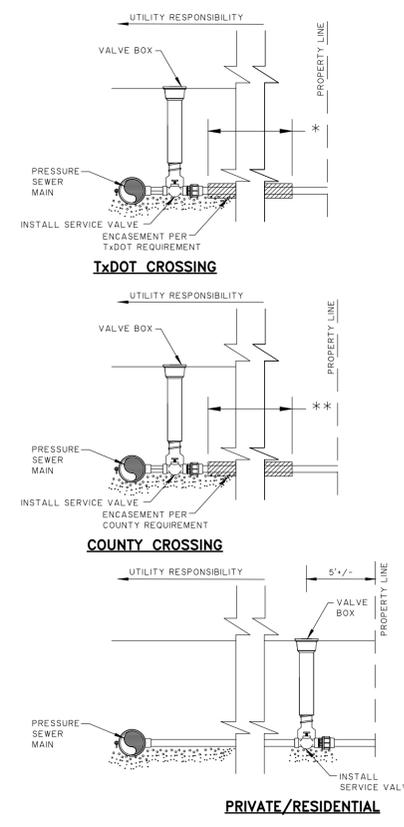
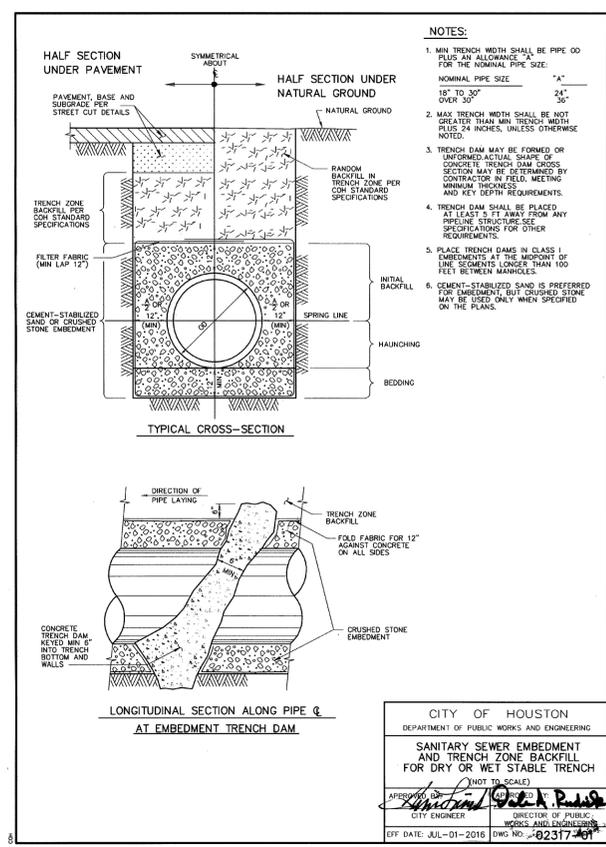
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 ALONG STATE HWY 87 AT ROLLOVER PASS  
**P&P SHEET (STA 8+62 TO STA 11+16)**  
**(STA 0+00 TO STA 1+20)**

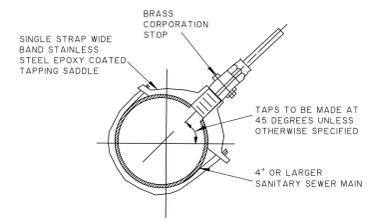
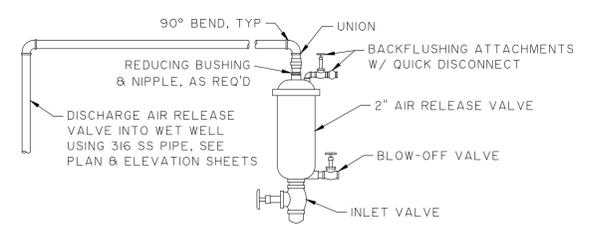
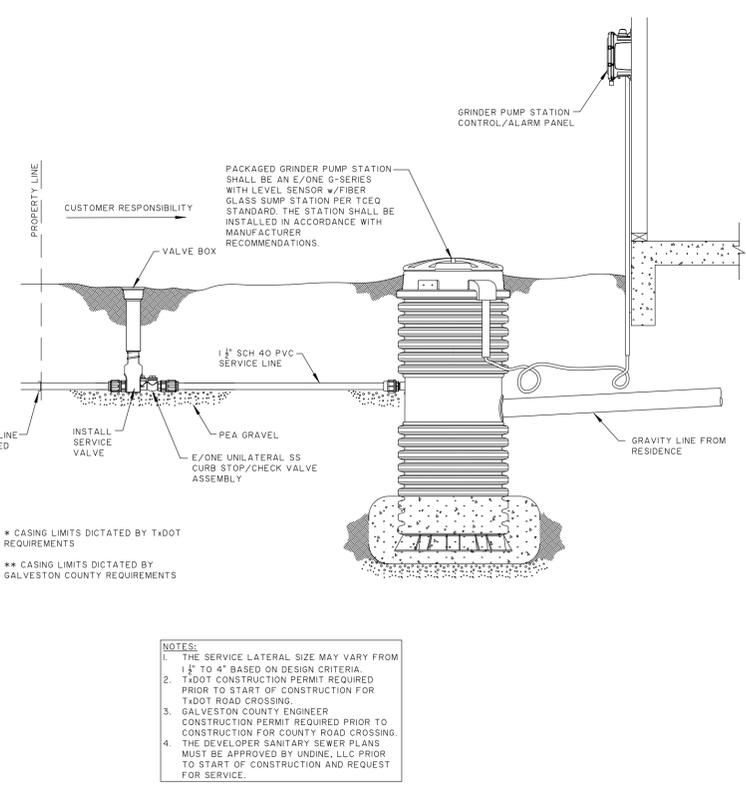
DRAWING SCALE: H : 1"=40'  
 V : 1"=4'  
 SHEET 5 OF 7

NO.	DATE	REVISION	APP.

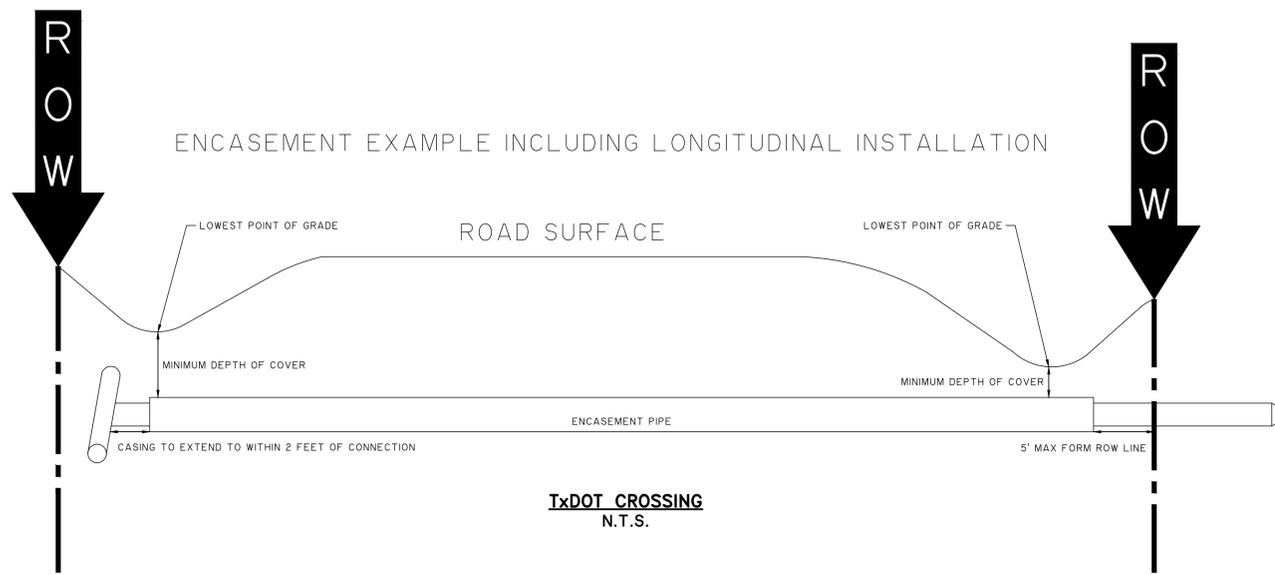
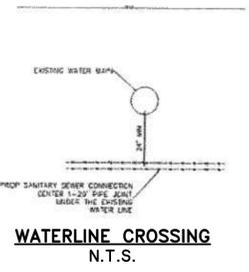
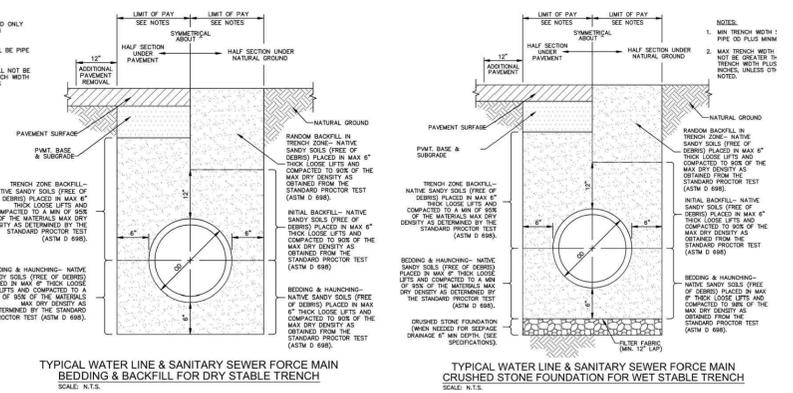
APP.	
REVISION	
NO. DATE	



**STANDARD SUBDIVISION SERVICE CONNECTION**



**I.S.&V**  
 N.T.S.



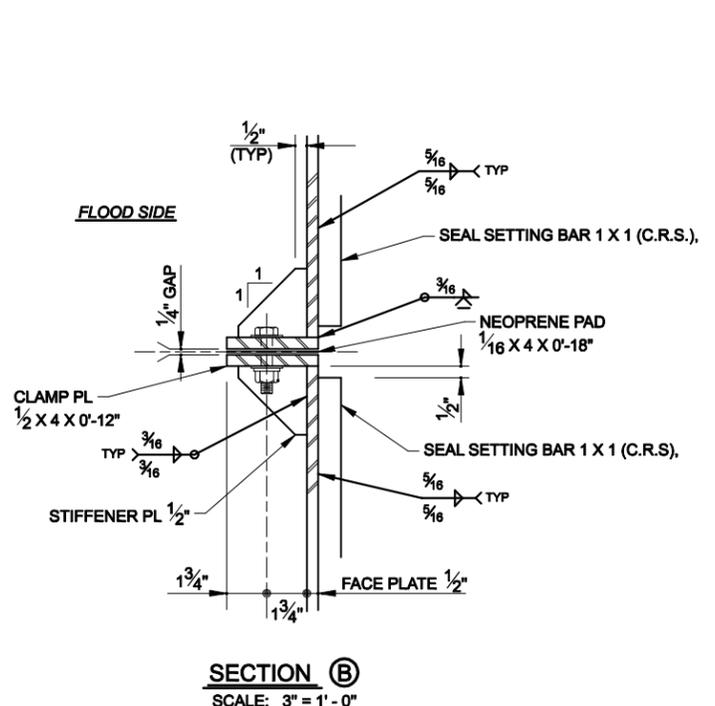
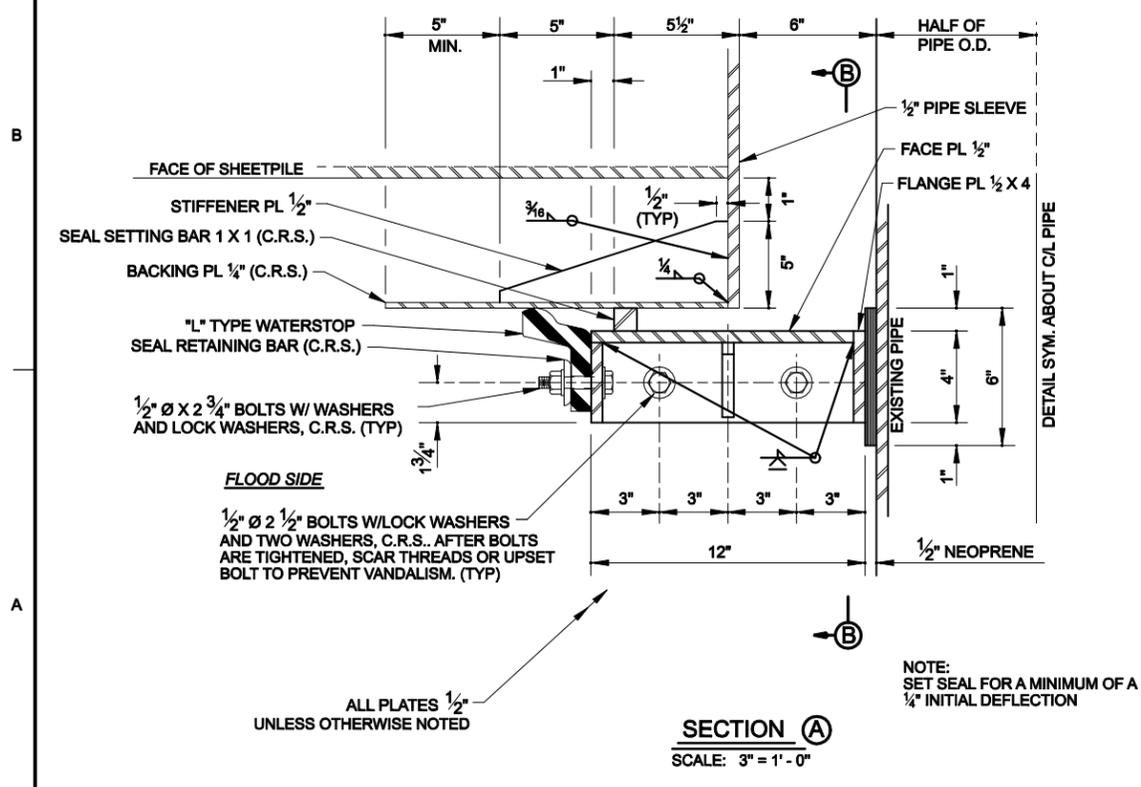
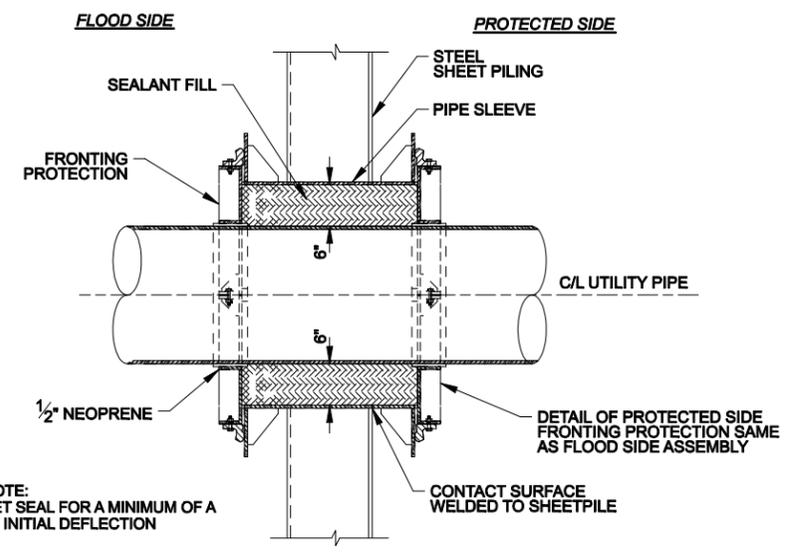
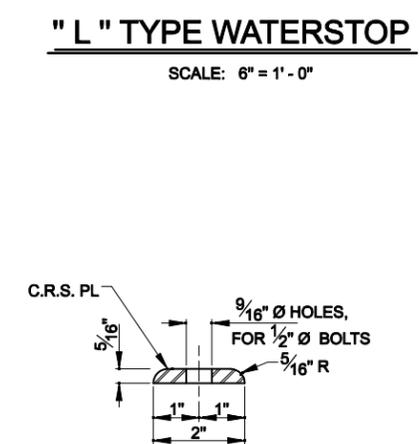
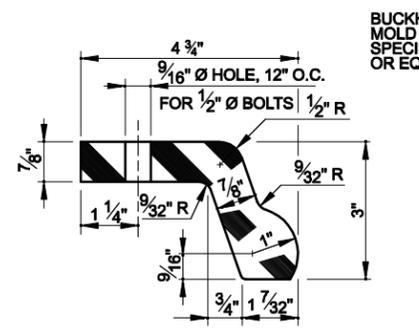
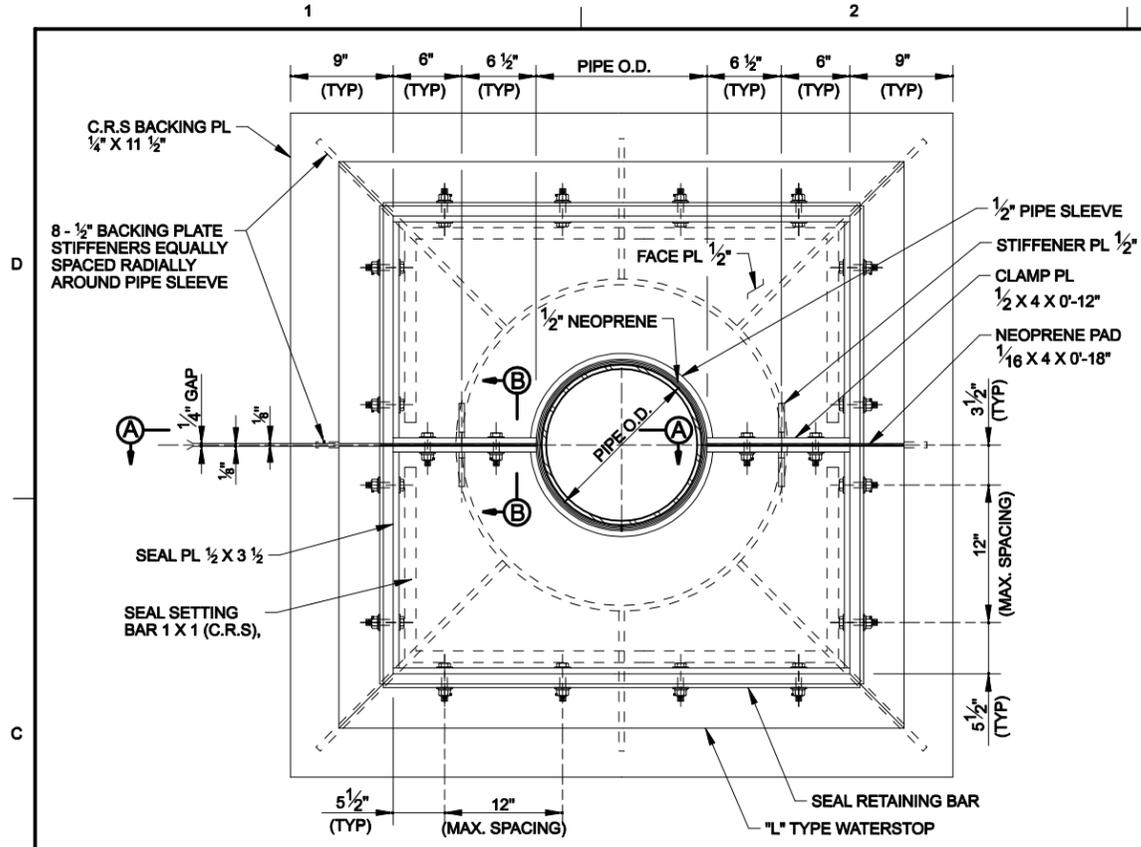
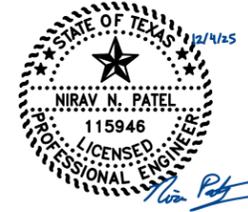
**A&S Engineers, Inc.**  
 10377 Stella Link Road  
 Houston, TX 77025  
 713 / 942 / 2700  
 Texas Engineering Registration No. F-000802

**STATE OF TEXAS**  
 12/14/15  
**NIRAV N. PATEL**  
 115946  
 LICENSED PROFESSIONAL ENGINEER

**UNDINE LLC - BOLIVAR PENINSULA SANITARY FORCE MAIN IMPROVEMENTS ALONG STATE HWY 87 AT ROLLOVER PASS**

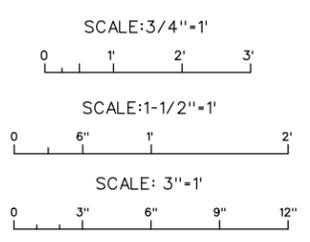
**MISCELLANEOUS DETAILS**

DRAWING SCALE: N/A SHEET 6 OF 7



**SECTION THRU SHEETPILE WALL**

- NOTES:
1. THIS DETAIL IS BASED ON THE NEW WALL FACE BEING PERPENDICULAR TO THE PIPE.
  2. GAS AND PETROLEUM PIPELINES MAY REQUIRE THAT A 1.5" MINIMUM CONCRETE COATING BE APPLIED BEFORE THE SLEEVE IS INSTALLED.
  3. ALL FLANGE MATERIAL ATTACHED TO THE SHEETPILE SHALL BE STEEL.
  4. ALL MATERIAL FOR FRONTING PROTECTION SHALL BE ALUMINUM, UNLESS OTHERWISE NOTED.
  5. ALL STRUCTURAL ALUMINUM PLATES SHALL BE ASTM B 209, TYPE 6061-T6
  6. ALL CORROSION-RESISTANT STEEL (C.R.S.) SHALL BE TYPE 316.
  7. WELDS SHOWN ARE TYPICAL FOR SIMILAR JOINTS AND ALL WELDS ON WALL SIDE OF FACE PLATE SHALL BE FLUSH WITH BASE METAL.
  8. AFTER THE TWO FRAMES ARE LOOSELY CLAMPED ON THE PIPE, THE TOTAL ASSEMBLY SHALL BE PUSHED AGAINST THE WALL, SETTING THE SEALS, THEN TIGHTEN CLAMP PLATES TO CLOSE THE 1/4" GAP
  9. UPON COMPLETION OF THE ASSEMBLY, APPLY ANAEROBIC ADHESIVE (LOCTITE THREADLOCKER 290 OR EQUAL) TO ALL NUT AND BOLT JUNCTURES.



MARK	DESCRIPTION	DATE	APPR

DESIGNED BY: NEW ORLEANS DISTRICT			
DWN BY: NEW ORLEANS DISTRICT			
SUBMITTED BY: NEW ORLEANS DISTRICT			
FILE NUMBER: AE-TYPICALS	FILE NUMBER: AE-TYPICALS	FILE NUMBER: AE-TYPICALS	FILE NUMBER: AE-TYPICALS
FILE NAME: AE-TYPICALS	FILE NAME: AE-TYPICALS	FILE NAME: AE-TYPICALS	FILE NAME: AE-TYPICALS
ANSI D	ANSI D	ANSI D	ANSI D

USACE - NEW ORLEANS HURRICANE DESIGN GUIDELINES AE TYPICAL DRAWINGS	UTILITY DETAILS SHEET PILE PENETRATION
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# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*21.**

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Consideration of authorization for County Judge to sign the Office of the Governor Public Safety Office CEO/Law Enforcement Certifications and Assurances Form submitted by Professional Services

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/19/25 4:51 pm



**Office of the Governor  
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

<b>Entity Name:</b> Galveston County	<b>Date:</b> 01/05/2026
<b>Agency/Department Name:</b> Galveston County Sheriff's Office	
<b>Name of Chief Executive Officer:</b> County Judge, Mark Henry	
<b>Name of Head of Law Enforcement Agency:</b> Sheriff Jimmy Fullen	

**Certification Required by CEO and Head of Law Enforcement Agency**

In our respective capacities as chief executive officer of Galveston County and as head of the Galveston County's Sheriff's Office, we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

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Signature  
Chief Executive Officer for Grantee

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Signature  
Head of Agency



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*22.**

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**Contract Approval Request Form**

**To Be Completed by Requesting Department (#1-21)**

- 1) **Date of Request:** 1/5/2026
- 2) **Contract Type:** Other
- 3) **Renewal Contract:** No
- 4) **Department Name:** Professional Services - Grants Division
- 5) **Department Contact:** Miriam Moran
- 6) **Description:** Elevation Tri-Party Agreement for engineering at 37 Lakeside Dr, Hitchcock, Texas
- 7) **PEID No:** 723521
- 8) **Req No:**
- 9) **Orgkey:** 2890-291010
- 10) **Object Code:** 5481000
- 11) **Vendor:** Aran & Franklin Engineering, Inc.
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** HMGP Elevation-Batch 3
- 14) **Fund #:** 2890
- 15) **Current Year Budgeted:** \$500,000
- 16) **Current Year Projected:** \$18,200 - Less 25% Match from Property Owner (\$4,550)
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:** \$13,650

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 9/30/2024
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** B242004
- 25) **Contract End Date:** 9/29/2026
- 26) **Contract # Issued by Purchasing Department:** CM24094

**NOTES:**

### **Approval History**

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<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Diana Huallpa	Approve	12/18/25 9:48 am
2	Melissa Fleming	Approve	12/18/25 10:47 am
3	Francisco Rodriguez	Approve	12/22/25 1:48 pm
4	Diana Huallpa	Approve	12/22/25 2:49 pm
5	Sergio Cruz	Approve	12/22/25 3:34 pm
6	Veronica Van Horn	Approve	12/22/25 5:51 pm

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**Galveston County – Professional Services Department  
TDEM-HMGP DR 4332-0025 and DR-4332-0239  
Tri-Party Engineering Homeowner Payment**

Date: 12/9/25

Homeowner Name(s): Patricia Daniella Nielsen and Logan V. Vail

Address: 37 Lakeside Dr, Hitchcock, TX 77563

HMGP Project Number: E102-239

Check #: 9107276525

Amount: \$ 4,550.00

**Payment for Engineering Services | Aran & Franklin Engineering**

Milestone 1 (M1)	Amount
Elevation Certificate	\$ 400.00
Ground Penetrating Radar	\$ 2,000.00
Technical Report (Soils Report)	\$ 3,800.00
Topographical Survey	\$ 850.00
<b>Total:</b>	<b>\$ 7,050.00</b>
Milestone 2 (M2)	
Design Completion & Acceptance	<b>\$ 7,350.00</b>
Milestone 3 (M3)	
Construction Milestone 2 Inspection	\$ 700.00
Mid Lift EC	\$ 400.00
<b>Total:</b>	<b>\$ 1,100.00</b>
Milestone 4 (M4)	
Construction Milestone 3 Inspection	<b>\$ 700.00</b>
Milestone 5 (M5)	
Construction Milestone 4 Inspection	\$ 700.00
Final EC	\$ 400.00
Final Survey	\$ 500.00
WS Certification	\$ 400.00
<b>Total:</b>	<b>\$ 2,000.00</b>
<b>Total Engineering:</b>	<b>\$ 18,200.00</b>
<b>Federal Share 75%</b>	<b>\$ 13,650.00</b>
<b>Homeowner Share 25%</b>	<b>\$ 4,550.00</b>

Received By: M. Geyza

Date Submitted to Treasurer: \_\_\_\_\_

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. IF COPIED THE WORD 'VOID' WILL ALSO APPEAR.



89-487  
1111

# CASHIER'S CHECK

9107276525

DATE 12/09/2025

ISSUING REGION 030

BRANCH BAYBROOK

BRANCH DID 41750

FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE  
ORDER OF

\*\*\*GALVESTON COUNTY\*\*\*

\$ 4,550.00

Drawer: Capital One, N.A.

AUTHORIZED SIGNATURE

RE: Patty Nielsen

Read the reverse side for important information on the reissuance of lost, destroyed, or stolen cashier's check.  
This check may not be replaced until after the 90th day of issue.

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

100-1250 (R 7/20)



12/9 2025

No. 241726

Received from Grant Administration Department the sum of  
four thousand five hundred fifty dollars & <sup>00</sup>/<sub>100</sub> (\$ 4,550.00 )

For: HMG P Project #: E102-239

Ref. No. CK # 9107276525 Memo \_\_\_\_\_

Cash \_\_\_\_\_ Money Order \_\_\_\_\_

Check  Credit Card \_\_\_\_\_

Signed Muen Iran

Office Treasury - CC

## TRI-PARTY ELEVATION ENGINEERING AGREEMENT

Texas Division of Emergency Management  
Hazard Mitigation Grant Program (HMGP)  
Awarding Federal Agency: Federal Emergency Management Agency  
Contract Number: DR-4332-0025 & 0239

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### INTRODUCTION OF CONTRACT PARTIES

This Tri-Party Elevation Engineering Agreement (further known as AGREEMENT) is made by, between, and among the **County of Galveston, Texas** (further known as COUNTY),

**Patricia Danielle Nielsen & Logan V. Vail** (further known as PROPERTY OWNER(S)) and **Aran & Franklin Engineering, Inc.** (further known as ENGINEER), each of whom is a PARTY to this agreement and who are collectively further known as the PARTIES, and this agreement is effective upon the full execution of this AGREEMENT with the date of the last PARTY's signature.

This AGREEMENT pertains solely to engineering services under the HMGP program and does not include construction services.

### PROPERTY OWNER

All persons and/or entities listed on the official real property Title/Deed filed at the Galveston County Clerk's Office must sign and acknowledge receipt of this agreement and any associated communications.

All owners listed on the deed must be verified through official property records prior to execution. Title/Deed for the PROPERTY lists the following as the official address for the property:

LOT THIRTY-SEVEN (37) OF BAYOU VISTA ADDITION NO. TWO (2), A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254-A, PAGE 78, AND TRANSFERRED TO PLAT RECORD 11, MAP NO. 72, ALL IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

Title/Deed for the PROPERTY lists the following person(s)/entity(s) name(s):

**Patricia Danielle Nielsen & Logan V. Vail**

In exchange for the mutual promises contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree to the following:

### ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

ENGINEER shall perform professional services associated with testing and engineering design for the structure located at **37 Lakeside Drive, Bayou Vista, TX 77563**, as described in EXHIBIT A - ENGINEER'S COST ESTIMATE.

The NOTICE TO PROCEED shall be issued after a Purchase Order for this property has been issued by the COUNTY's Purchasing Agent.

The services shall be provided subject to the terms and conditions of this AGREEMENT and the contract between the COUNTY and the ENGINEER attached as **EXHIBIT B**.

## **ARTICLE II. ADMINISTRATIVE CONTACTS**

The following persons are designated by each respective PARTY to serve as the PARTY's contact for purposes of administering this AGREEMENT:

### **GALVESTON COUNTY:**

Miriam Moran  
722 Moody, 3<sup>rd</sup> Floor  
Galveston, Texas 77550  
409-795-2111  
[miriam.moran@galvestoncountytexas.gov](mailto:miriam.moran@galvestoncountytexas.gov)

### **Aran & Franklin Engineering, Inc.**

Chandra Franklin Womack, PE  
8419 Emmett F Lowry Expressway  
Texas City, TX 77591  
409-935-5200  
[chandra@aranfranklin.com](mailto:chandra@aranfranklin.com)

### **COUNTY AGENT:**

Rebecca Whitlock, GrantWorks  
2201 Northland Drive  
Austin, Texas 78756  
346-471-5828  
[rebecca.whitlock@grantworks.net](mailto:rebecca.whitlock@grantworks.net)

### **PROPERTY OWNER ADMINISTRATIVE CONTACT(S)\*:**

**Name(s):** Patricia Danielle Nielsen  
**Address:** 37 Lakeside Drive, Bayou Vista, TX 77563  
**Phone:** 214-537-6070  
**Email:** [patriciadaniellevail@gmail.com](mailto:patriciadaniellevail@gmail.com)

**Name(s):** Logan V. Vail  
**Address:** 37 Lakeside Drive, Bayou Vista, TX 77563  
**Phone:** 904-806-0977  
**Email:** [logan.vail@yahoo.com](mailto:logan.vail@yahoo.com)

\*Only those persons/entities listed within the real property records on file in the Office of the Galveston County Clerk as a Grantee of the PROPERTY may serve as the PROPERTY OWNER'S designated contact(s) under the AGREEMENT. If the PROPERTY OWNER's wish to designate any other person, the PROPERTY OWNER must provide a certified copy of a Power of Attorney covering such transaction to the COUNTY or provide a certified copy of Letters of Appointment as Guardian of the Estate covering the person listed as the Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to the execution of this AGREEMENT and a copy attached as **EXHIBIT C**.

## **ARTICLE III. ACRONYMS AND DEFINITIONS**

**A. Acronyms.** The following acronyms have the meanings ascribed below for the purpose of this AGREEMENT:

1. ADA means the American with Disabilities Act and implementing regulations.
2. FEMA means the United States Department of Homeland Security Federal Emergency Management Agency.
3. GSA means the United States General Services Administration.
4. HMA Unified Guidance means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by FEMA, which governs HMGP program implementation requirements.
5. ICC means Increased Cost of Compliance and refers to the coverage under the National Flood Insurance Program.
6. NFIA means the National Flood Insurance Act of 1968, as amended.
7. NFIP means the National Flood Insurance Program.
8. HMGP means the Hazard Mitigation Grant Program.
9. TDEM means the Texas Division of Emergency Management.
10. TWIA means the Texas Windstorm Insurance Association.

**B. Definitions.** The following terms shall have the meanings ascribed herein for the purposes of this AGREEMENT. Defined terms are also indicated by the use of all capitalized letters or parenthesis.

1. **AGREEMENT** means this Tri-Party Elevation Engineering Agreement. All EXHIBITS attached hereto are incorporated into and made a part of this AGREEMENT. The following EXHIBITS are included:
  - a. **EXHIBIT A.** ENGINEER'S COST ESTIMATE
  - b. **EXHIBIT B.** Contract between the COUNTY and ENGINEER
  - c. **EXHIBIT C.** Any applicable Power of Attorney or Letters of Appointment as Guardian of Estate
  - d. **EXHIBIT D.** DUTY TO INFORM form from PROPERTY OWNER
  - e. **EXHIBIT E.** Blank FEMA Elevation Certificate and Instruction (2023 EDITION) (FEMA FORM 1660-0008) as an example.
  - f. **EXHIBIT F.** SAMPLE - MITIGATION OFFER/Declination Notice
  - g. **EXHIBIT G.** TDEM-specific clauses
  - h. **EXHIBIT H.** FEMA Record of Environmental Consideration
  - i. **EXHIBIT I.** Sample Engineering and Construction Schedule
  - j. **EXHIBIT J.** Proof of Medical Need
  - k. **EXHIBIT K.** Conflict of Interest Disclosure
  - l. **EXHIBIT L.** Model Acknowledgement of Conditions
  - m. **EXHIBIT M.** Galveston County Appraisal Document
2. **CHANGE ORDER** means any change to the elements of this AGREEMENT, which requires review, agreement, and signature by all three PARTIES: the COUNTY, the ENGINEER, and the PROPERTY OWNER.
3. **COMMENCEMENT DATE** means the date represented on the NOTICE TO PROCEED from the COUNTY to the ENGINEER, which **marks the official start of the engineer-design process as authorized by the COUNTY. The NOTICE TO PROCEED will not be issued until the COUNTY's Purchasing Agent has approved and issued a Purchase Order.**
4. **COMPLETION DATE** means the expected date the engineering design will be complete. Any additional time needed for engineering design will require a CHANGE ORDER to this agreement. All extensions must be reviewed and approved by the COUNTY.

5. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, **servicing as the subrecipient under TDEM and providing program oversight through its contracted grant administrator.**
6. **COUNTY AGENT** means any person, department, or contractor assigned or authorized by the COUNTY to perform duties under this AGREEMENT, including grant administration.
7. **ENGINEERING COST ESTIMATE** means the **projected amount** from the ENGINEER to inspect, assess, test, and **design the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** for the PROPERTY.
8. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established under 1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; 2) notification of violating facilities pursuant to Executive Order 11738; 3) protection of wetlands pursuant to Executive Order 11990; 4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 et seq.; 5) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. Seq.; 6) Environmental Protection Agency regulations, 40 CFR, Part 50, as amended; 7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and 8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), as applicable to engineering-related assessments and documentation under this AGREEMENT.
9. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** means the engineered design from the ENGINEER for an individual property that has been reviewed, approved, **sealed by the licensed ENGINEER**, and signed by **an authorized representative of the COUNTY**. The plans **must not include any design elements outside the scope of work approved in the grant agreement.**
10. **FINAL COMPLETION** means the point when the ENGINEER has fulfilled all obligations under this AGREEMENT and the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS have been accepted by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work approved by the grant agreement. Final Completion occurs when the following have been completed and submitted to the COUNTY:
  - a. Engineering deliverables outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.
  - b. All field reports, inspection notes, and verification of engineered recommendations provided.
  - c. A complete list of any subcontractors or third-party professionals who performed work on, or contributed to, the engineering deliverables.
  - d. Confirmation that all utilities and access conditions relevant to the design scope were properly assessed.
  - e. A preliminary elevation certificate or benchmark recommendation may be included by the ENGINEER, but the final FEMA Elevation Certificate (FEMA Form 086-0-33; see EXHIBIT E) will be provided post-construction.
  - f. Any additional items specifically required by the COUNTY under this AGREEMENT.

11. **FULL ELEVATION CONTRACT AMOUNT** means the total amount for both phases:
- a. the **ENGINEERING PHASE**, which includes initial inspections, testing, and the development of the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**; and
  - b. the **CONSTRUCTION PHASE**, which includes the bidding process, assessments, and elevation of the structure as identified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** produced during Phase One.

This amount does not include any work beyond the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**

12. **IMPROVEMENTS** mean the structure and related improvements on the **PROPERTY** that are eligible for elevation under the HMGP grant program guidelines, as outlined in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**. The HMGP grant program guidelines state elevation of a structure may consist of the following:
- a. Slab elevation.
  - b. Slab separation and elevation.
  - c. Pier and beam elevation.
  - d. Piling and beam elevation.
  - e. Demolition/Removal.
  - f. Engineering Design.
  - g. Construction, and/or
  - h. Other required items as specified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**.
13. **MATCH AMOUNT** means the 25% match required to be paid by the **PROPERTY OWNER** as required by the HMGP grant guidelines.
14. **MITIGATION OFFER** means the amount equal-to the “Total Budgeted **PROJECT HARD COSTS** minus **NON-ELEVATION COSTS**” as described in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**, in accordance with the terms and condition of this **AGREEMENT**. The price for specific items of work will be stated in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**.
15. **MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA** means the mandatory form recorded with the property deed that confirms the **PROPERTY OWNER**’s acceptance of grant program conditions, including the ongoing requirement to maintain National Flood Insurance Program (NFIP) coverage and comply with applicable floodplain management regulations.
16. **NON-ELEVATION COSTS** mean costs related to assessments, inspections, or recommendations made by the **ENGINEER** that are **outside the FEMA-approved scope** for elevation under the HMGP program. These may include recommendations for cosmetic repairs, remodels, additions, or unrelated code upgrades that are not essential to the elevation design. Such costs are **not reimbursable** under the HMGP grant and must be excluded from the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**.

17. **NOTICE TO TEMPORARILY VACATE** means the notice to PROPERTY OWNER once the ELEVATION CONSTRUCTION CONTRACTOR has been awarded for the IMPROVEMENTS and they notify the COUNTY they will be ready to commence with construction within thirty (30) days.
18. **PRIMARY RESIDENCE** means a dwelling that the PROPERTY OWNER has actually lived in for eighty percent (80%) of the prior consecutive 365 days or eighty percent (80%) of the period of ownership if the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver's license, homestead exemption and/or like documents.
19. **PROGRAM** means the Galveston County Hazard Mitigation Grant Program (HMGP) where the COUNTY and the Texas Division of Emergency Management (TDEM) entered into contract number(s) DR-4332-0025 and DR-4332-0239 for the administration of this elevation grant program.
20. **PROJECT HARD COSTS** mean the total cost of the project including ELEVATION and NON-ELEVATION COSTS as identified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS as well as TEMPORARY HOUSING.
21. **PROPERTY** means a specified parcel of real property that is the site of the structure to be elevated and includes the real property (land), the structure (e.g., home) and other improvements on the real property parcel.
22. **PROPERTY OWNER** means the eligible applicant(s) and recipient of the HMGP Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.
23. **RFQ** means **Request for Qualifications #B242004 issued by Galveston County** for the purpose of selecting and contracting with the ENGINEER to perform eligible engineering services under this AGREEMENT.
24. **TEMPORARY HOUSING** means a place to live for a limited period of time and for the purposes of this AGREEMENT and means the lodging costs incurred by the PROPERTY OWNER during the period of time that the PROPERTY OWNER is displaced from their PRIMARY RESIDENCE due to eligible elevation activities directly associated with this PROGRAM. TEMPORARY HOUSING is eligible for reimbursement to the PROPERTY OWNER only if the PROPERTY is proven to be the PRIMARY RESIDENCE of the PROPERTY OWNER and the costs are directly attributable to the period of time the PROPERTY OWNER is displaced from the PRIMARY RESIDENCE due to eligible activities directly associated with the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS but does not include food, transportation costs or time associated with the activities associated with any NON-ELEVATION COSTS. TEMPORARY HOUSING costs eligible for reimbursement under the HMGP grant program are limited to reasonable lodging expenses and must be supported by receipts and proof of payment submitted by the PROPERTY OWNER to the COUNTY. These costs are eligible for **75% reimbursement through the HMGP grant, with the remaining 25% to be paid by the PROPERTY OWNER** as required by the program's cost-share requirements. TEMPORARY HOUSING costs are considered reasonable if the amounts are less than or equal to the per diem lodging rates established by the U.S. General Services Administration (GSA) for the WORKSITE location.

- 25. **WORK ORDER** means the work detail and project cost as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.
- 26. **WORKSITE** means the site within the PROPERTY where the elevation is occurring and any surrounding area within the PROPERTY necessary for the ELEVATION CONSTRUCTION CONTRACTOR’s ingress to or egress from the property (entry or exit) to perform the elevation activities as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

**ARTICLE IV. ENGINEERING SERVICES COST SHARING AND PAYMENT SCHEDULE**

This Article outlines the engineering-related financial obligations only and does not authorize or initiate construction activities.

- 1. Financial Summary:

<b>ENGINEERING COST ESTIMATE</b>	<b>\$ 18,200.00</b>
<b>COUNTY’s Financial Responsibility (75%)</b>	<b>\$ 13,650.00</b>
<b>PROPERTY OWNER MATCH AMOUNT (25%)</b>	<b>\$ 4,550.00</b>

- 2. Payments from PROPERTY OWNER
  - a. Payment of the required 25% match from the PROPERTY OWNER in the form of a cashier’s check is due at the time this AGREEMENT is signed. Payments will be deposited in a designated account at the COUNTY and a NOTICE TO PROCEED will be issued to the ENGINEER, which will allow the ENGINEER to proceed with inspections, assessments, testing and engineering activities.

**ARTICLE V. PROPERTY OWNER’S OBLIGATIONS**

- A. **MATCH AMOUNT:** As outlined in Article IV, the required 25% match must be paid by the Property Owner at the time of agreement execution.
- B. **REIMBURSEMENT:** If it is determined through assessments, inspections, and testing that the structure is not suitable for elevation, the ENGINEER will notify the COUNTY. The COUNTY will, in turn, notify the PROPERTY OWNER. A portion of the MATCH AMOUNT paid by the PROPERTY OWNER may be eligible for reimbursement, subject to COUNTY review and approval, depending on the stage of engineering services performed and allowable costs under the HMGP grant.
- C. **MAINTAIN NFIP INSURANCE:** The PROPERTY OWNER agrees to maintain flood insurance through the National Flood Insurance Program (NFIP) and not through private flood insurance programs, to insure against the loss of the real property in an amount at least equal to the project cost or assessed value of the real property (whichever is higher), and up to the NFIP maximum of \$250,000.
- D. The PROPERTY OWNER acknowledges and agrees that the following notice of NFIP flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk’s Office and will include: 1) The name of the current PROPERTY OWNER, 2) The book and page reference to record the current title, and 3) The legal description of the PROPERTY, and will state the following:

“This property has received Federal Hazard Mitigation Assistance. Federal Law requires that NFIP flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 515a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order.”

Initial PN Initial

Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

**PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION**

- E. **TAXES:** PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:
  1. Be paid in full and current,
  2. Be under a formal deferral, or
  3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

- F. **COOPERATION:** PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICATIONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.
- G. **DUTY TO INFORM:** PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos			
Lead Paint			
Buried Lines			
Septic Systems			
Water Wells			
Bees			
Propane Tanks			
Sinkholes			
Other (specify):			

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

- H. **MEDICAL NEEDS:** PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERTY OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a permanent physical disability, a licensed physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible cost of the project. Attach a copy of the Physician's written prescription for a medical need. If applicable see EXHIBIT J.
- I. **NO CHANGES TO THE FINAL APPROVED ENGINEERING PLAN AND SPECIFICATIONS:** PROPERTY OWNERS will have the opportunity to meet with the ENGINEER to discuss the engineered design of the elevation project. A final version with a rendering will be presented to the PROPERTY OWNER for review and any possible changes. Once the FINAL APPROVED ENGINEERING PLAN AND SPECIFICATIONS have been signed off on, no changes may be made without prior written approval from the COUNTY due to cost control and grant regulations. Any possible changes must be requested in writing and approved in writing by the COUNTY prior to implementation. **NO EXTRAS:** No unauthorized scope changes or additional services will be permitted from the ENGINEER without the COUNTY's prior written consent. This AGREEMENT pertains solely to engineering services. Any reference to construction or non-engineering activities is beyond the scope of this AGREEMENT and must be addressed separately through COUNTY approval.
- J. **PRIOR LIEN HOLDER RIGHTS:** PROPERTY OWNER is required to certify by affidavit on EXHIBIT N the existence or non-existence of any prior lien (e.g., mortgage, deed of trust) on the PROPERTY. If such a lien exists, the PROPERTY OWNER must notify and obtain written consent from the lien holder before executing this AGREEMENT. PROPERTY OWNER further acknowledges that any existing lien on PROPERTY may include restrictions that prohibit the PROPERTY OWNER from entering into or performing this AGREEMENT. Failure to obtain such consent may constitute an event of default under the lien and could result in legal consequences, including foreclosure or loss of the PROPERTY. The COUNTY is not responsible for determining the existence of any lien or for securing consent from the lien holder. These responsibilities lie solely with the PROPERTY OWNER.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

- K. **PROPERTY OWNER'S REPRESENTATIONS:** PROPERTY OWNER represents the following to the COUNTY and ENGINEER:
1. PROPERTY OWNER is the fee simple owner of the PROPERTY – meaning they are the complete and total owner of the PROPERTY, which gives them the right to do anything they wish on the land as long as it falls within the established easements and zoning laws.
  2. PROPERTY OWNER affirms that, aside from a standard mortgage or first-lien deed of trust, the PROPERTY is free from additional liens, claims, unpaid assessments, or encumbrances that may affect participation in this PROGRAM. If required, the PROPERTY OWNER shall assist the COUNTY in obtaining any necessary documentation or notifications from lienholders.

3. No written contract (or affidavit regarding an oral contract) related to the engineering design or elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County. The PROPERTY OWNER affirms that no third-party agreements exist that may conflict with the scope, intent, or funding requirements of this AGREEMENT.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing of this contract.
5. All financial statements delivered to the COUNTY by or on behalf of the PROPERTY OWNER are each true and correct in all respects and there has been no material adverse change in such statements as of the date of the signing of this contract.
6. PROPERTY OWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render them insolvent. If solvency concerns exist or a bankruptcy has occurred, the PROPERTY OWNER must have disclosed them to the COUNTY prior to signing, and the COUNTY must execute this AGREEMENT with full awareness of such disclosures.

L. **ASSIGNMENTS:** PROPERTY OWNER shall not assign or otherwise transfer this AGREEMENT, in whole or in part, without prior written approval of the COUNTY. If such consent is granted, the COUNTY may require that the original PROPERTY OWNER remain responsible for obligations under this AGREEMENT unless the COUNTY approves a full substitution of parties in writing.

In the event of the death or incapacitation of the PROPERTY OWNER, any successor in interest (e.g., heir, executor, or legal representative) must promptly notify the COUNTY and submit documentation of legal authority. Such successor shall be required to either:

- (a) assume full responsibility under this AGREEMENT, subject to COUNTY approval; or
- (b) formally withdraw from the PROGRAM under COUNTY-defined procedures, which may include reimbursement obligations if Federal funds have been expended.

M. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** At the completion of the engineering phase, the ENGINEER shall provide the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** ("Final Plans") to the PROPERTY OWNER for review and acceptance. The PROPERTY OWNER shall execute the Final Plans and return a signed copy to the COUNTY within seven (7) calendar days of receipt.

The Final Plans will serve as the governing technical documents for construction and will be **incorporated by reference into the Construction Tri-Party Agreement as an Exhibit**. These plans will remain the official, enforceable project specifications throughout construction unless amended in writing and approved by the COUNTY, ENGINEER, and TDEM (when required).

If the PROPERTY OWNER **does not accept**, they must provide written notice to the COUNTY within the same seven (7) calendar day period, stating the reason(s) for non-acceptance.

**No further actions by the COUNTY or ENGINEER will proceed** without written acceptance of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS by the PROPERTY

OWNER. In cases where no response is received within the allotted time, the COUNTY reserves the right to determine the next steps, which may include pausing the project, issuing a formal withdrawal notice, or offering a limited extension.

- M. **INDEMNITY:** To the extent permitted by law, the PROPERTY OWNER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, the ENGINEER, and any designated COUNTY AGENT from and against any and all claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the PROPERTY OWNER's negligent acts, errors, or omissions under this AGREEMENT.
- N. **STATE PROVISIONS: PROPERTY OWNER** must comply with all applicable provisions listed in EXHIBIT G (TDEM-Specific Clauses) of this AGREEMENT.

**ARTICLE VI. ENGINEER OBLIGATIONS**

- A. **Standards of Elevation:** In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be engineered in a good and professional manner, fit for their intended purpose, fully equipped with materials of high quality, strictly in accordance with each of the following, as applicable: (i) the WORK ORDER; (ii) the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS; (iii) the RFQ; (iv) the Environmental Standards; (v) FEMA Floodplain regulations; (vi) if applicable, TWIA requirements, and (vii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).
- B. **No changes to the Scope of Work:** Once the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS are reviewed, agreed upon, and signed, no changes shall be made except with the prior written approval of the COUNTY. This AGREEMENT does not authorize construction activities. Any construction or material changes made by an ELEVATION CONSTRUCTION CONTRACTOR or subcontractor must be addressed under a separate construction agreement and are subject to COUNTY review and approval.
- C. **Corrective Action:** If the ENGINEER identifies any issues based on the engineering scope that may affect the design, safety, or feasibility of elevation activities, the ENGINEER shall promptly notify the COUNTY and recommend corrective actions as appropriate. ENGINEER shall maintain a detailed record of all such issues, including documentation of any pre-existing damage observed during inspections or assessments. This damage must be clearly noted in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The PROPERTY OWNER will be required to sign off on this documentation to acknowledge the condition of the property prior to elevation construction.
- D. **Records Retention:** ENGINEER shall keep and maintain all records associated with this AGREEMENT for a minimum of seven (7) years from the formal closure of the grant project with the State, or for the duration required by applicable Federal, State, or Local laws — whichever period is longer. ENGINEER shall allow the COUNTY reasonable access to the records in the ENGINEER's possession, custody, or control that the COUNTY deems necessary to assist in auditing the services, costs, and payments provided under this AGREEMENT. ENGINEER shall also allow reasonable access to representatives of the State of Texas granting agency, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.
- E. **Prompt Payment:** ENGINEER will promptly pay all subcontractors or third-party professionals associated with assessments, preliminary elevation certificates (if applicable), testing, and other

services associated with the development of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

- F. **Allocation of Profit:** ENGINEER agrees that any monies received pursuant to this AGREEMENT shall first be applied to the payment of all outstanding invoices from subcontractors or service providers involved in assessments, testing, or other engineering tasks, before any portion is applied to ENGINEER's overhead or profit.
- G. **Debarment and Suspension:** ENGINEER certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other applicable federal responsibility matters. ENGINEER agrees to include this certification in all contracts between itself, and any subcontractors associated with surveying, testing, or other activities conducted under this AGREEMENT. If at any time ENGINEER becomes noncompliant with Executive Order 12549 or other applicable regulations, it shall immediately notify the COUNTY in writing and refund any payments received under this AGREEMENT during the period of ineligibility.
- H. **Equal Opportunity / Non-Discrimination:** ENGINEER agrees to comply with all applicable Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination based on race, color, religion, national origin, sex, familial status, disability, or veteran status. ENGINEER further agrees to include this certification in all contracts with subcontractors or third parties engaged in surveying, testing, or other services performed under this AGREEMENT.
- I. **Assignment:** ENGINEER shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the ENGINEER of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a material default under the AGREEMENT and grounds for immediate termination of this AGREEMENT.
- J. **Latent Site Conditions:** Under no circumstances will the ENGINEER be responsible for any costs incurred with respect to hidden or unknown defects that exist at the project site. Any and all costs incurred by the ENGINEER in connection with identifying, addressing, or mitigating such latent or unknown conditions shall be recoverable by the ENGINEER, subject to prior written approval by the COUNTY.
- K. **Indemnity:** To the extent permitted by law, the ENGINEER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, and the PROPERTY OWNER from and against any claims, liabilities, damages, or expenses incurred by the COUNTY or PROPERTY OWNER, to the extent caused by the ENGINEER's negligent acts, errors, or omissions in connection with the performance of this AGREEMENT.
- L. **Note:** This AGREEMENT pertains solely to engineering services. Any references to construction activities in Article VI are for context or coordination purposes only. They do not expand the ENGINEER's scope, responsibilities, or liability to include construction services. All construction activities are governed under a separate agreement.
- M. **Conflict of Interest Disclosure:** The ENGINEER has completed and submitted a Conflict-of-Interest Questionnaire (CIQ) as required under Chapter 176 of the Texas Local Government Code. The completed CIQ is attached to this AGREEMENT as Exhibit K and is incorporated herein by reference. The ENGINEER agrees to update the CIQ within seven (7) days of any event that would require a change in the information disclosed. This obligation remains in effect throughout the term of this AGREEMENT.
- N. **DUE DILIGENCE RESPONSIBILITY:** ENGINEER is solely responsible for determining whether elevation activities will interfere with any recorded instrument, deed restriction, easement, or regulation affecting the PROPERTY. The COUNTY makes no warranty regarding title or encumbrances.

**ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS**

- A. **Limited Obligation of COUNTY:** The COUNTY's obligation to the PROPERTY OWNER and ENGINEER, or either of them, is limited to disbursing the MITIGATION OFFER amount in accordance with the terms and conditions of this AGREEMENT. No additional obligation or liability is implied or assumed by the COUNTY beyond this disbursement.
  
- B. **Non-Responsibility of COUNTY for Third-Party Actions:** The COUNTY is not responsible for any of the following (this list is illustrative, and not exclusive):
  - a. The quality or timing of the ENGINEER's services to develop the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS;
  - b. The quality or timing of the elevation construction;
  - c. Resolution of disputes between the ENGINEER and PROPERTY OWNER;
  - d. Enforcement of this AGREEMENT, or any other agreement between the ENGINEER and the PROPERTY OWNER;
  - e. Payment of PROPERTY OWNER's funds to ENGINEER regarding excess engineering costs above the MITIGATION OFFER amount;
  - f. Removal of liens;
  - g. Curing title defects;
  - h. Acts or omissions of the ENGINEER, PROPERTY OWNER, or other contractor or supplier.
  
- C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to the ENGINEER or the PROPERTY OWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening ENGINEER and PROPERTY OWNER, approving contracts and subcontracts, and approving the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be taken by the COUNTY solely for its own protection. Except for the COUNTY's express obligations under this AGREEMENT, nothing herein shall be construed to create any obligation or liability on the part of the COUNTY to the ENGINEER, PROPERTY OWNER, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by the ENGINEER or subcontractors, or prevention of claims for mechanic's liens.
  
- D. **Limitation of Warranties:** To the fullest extent allowed by law, the COUNTY makes no warranties of any kind, express or implied, to the PROPERTY OWNER, and the PROPERTY OWNER waives all warranties and representations from the COUNTY, whether oral or written, whether expressed or implied, concerning the PROPERTY or IMPROVEMENTS, including, without limitation, any warranty of habitability, fitness for a particular purpose, or construction in a good and workmanlike manner. Nothing herein shall be construed to limit the ENGINEER's responsibilities to the PROPERTY OWNER.

**ARTICLE VIII. DEFAULT AND REMEDIES**

- A. **ENGINEER Default:** ENGINEER will be in default under this AGREEMENT upon the occurrence of any of the following events:
  - (i) ENGINEER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure;
  - (ii) ENGINEER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or

- (iii) ENGINEER commits a default under any other contract it has entered into with Galveston County.

In the event of the ENGINEER's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

- a. Terminate this AGREEMENT on written notice to ENGINEER.
- b. Compel the ENGINEER to stop the work under this AGREEMENT on written notice to the ENGINEER, whereupon the ENGINEER shall withdraw from the project and assign to the COUNTY all subcontractors as the COUNTY may request, and transfer all assessments, testing, permitting, plans, and specifications developed to date as the COUNTY may direct.
- c. Complete the work, either with or without using ENGINEER's assessments, testing, permitting, plans, and specifications.
- d. Withhold payment of any further sums due to ENGINEER under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon the COUNTY shall determine the amount, if any, of damages caused by the ENGINEER's default, the amount to which ENGINEER is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate the ENGINEER for the use of the ENGINEER's assessments, testing, permitting, plans and specifications. Upon such determination, COUNTY shall pay to the ENGINEER the net amount which may be due, if any, in accordance with such determination.
- e. Sue ENGINEER for damages, injunctive, or equitable relief.

In addition to the remedies stated here, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY's waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

- B. **PROPERTY OWNER's Default:** PROPERTY OWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
  - a. PROPERTY OWNER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure.
  - b. PROPERTY OWNER becomes insolvent or unable to pay its debts as they become due, declares bankruptcy, or makes an assignment for the benefit of creditors.
  - c. PROPERTY OWNER is in default under any other contract it has entered into with Galveston County.
  - d. PROPERTY OWNER has misused the proceeds of this MITIGATION OFFER.
  - e. PROPERTY OWNER has made material misrepresentations in connection with this AGREEMENT. In the event of PROPERTY OWNER's default, the COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions at its sole discretion:
    - i. Terminate this AGREEMENT upon written notice to the PROPERTY OWNER.
    - ii. Direct the ENGINEER to stop the work under this AGREEMENT, either temporarily or permanently. Notwithstanding the foregoing, sums earned or incurred by the ENGINEER through the date of termination shall be preserved subject to COUNTY review.

- iii. Withhold payment of any further sums due to the ENGINEER for any unearned portion of the activities described under this AGREEMENT.
  - iv. Pursue damages, injunctive, or equitable relief as permitted by law.
- C. **COUNTY's Discretionary Termination:** The COUNTY reserves the right to terminate this AGREEMENT, in whole or in part, upon written notice to the ENGINEER and PROPERTY OWNER, if continued performance is determined to be contrary to federal or state grant requirements, administratively infeasible, or inconsistent with the COUNTY's mitigation program objectives. In such an event, the COUNTY will compensate the ENGINEER for all eligible and documented services satisfactorily performed up to the effective date of termination, subject to FEMA and TDEM approval.

## ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Relationship of the parties to this AGREEMENT:** ENGINEER is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the parties, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.
- B. **Immunity Retained:** The parties to this AGREEMENT agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any and all defenses, including but not limited to claims of sovereign, qualified, or official immunity, against any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its elected officials, officers, employees, or agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.
- C. **Inspection:** Representatives from the Federal Government, the State, the COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. ENGINEER and PROPERTY OWNER shall take all steps necessary to ensure that representatives from the Federal Government, the State, the COUNTY, or their designees are permitted to examine and inspect all documentation, assessments, testing results, permits, plans, and specifications related to this AGREEMENT. Such inspections shall not constitute acceptance of work, nor shall they impose any responsibility on the Federal Government, the State, or the COUNTY for defective work, nor shall they relieve either party of liability for breach of this AGREEMENT.
- D. **Notice:** Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered to the respective party or parties as addressed in ARTICLE II: ADMINISTRATIVE CONTACTS. Any notice shall be deemed delivered—whether actually received or not—when deposited in the United States mail, postage fully paid, via certified mail, and addressed to the intended recipient at the notice address set forth on the Cover Page and in ARTICLE II: ADMINISTRATIVE CONTACTS. Notice given in any other manner shall be effective only if and when received by the intended recipient. Any change of address for notice must be communicated in writing and delivered in accordance with the CHANGE ORDER process under this AGREEMENT.
- E. **Entirety of Agreement:** This AGREEMENT contains the entire agreement and understanding among the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any

kind, whether written or oral, relating to the subject matter of this AGREEMENT or the services or deliverables to be provided under it.

- F. **Duty to Provide Additional Information:** PROPERTY OWNER and ENGINEER shall, within three (3) business days of receipt, furnish to the COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any of the following:
- a. Any governmental or private authority having jurisdiction over the PROPERTY;
  - b. Any insurance company carrying a policy pertaining to the PROPERTY;
  - c. Any lender holding a lien or security interest against any part of the PROPERTY; or
  - d. Any person asserting a claim against the PROPERTY OWNER, ENGINEER, or the PROPERTY.
- G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas.
- H. **Severability:** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been included.
- I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then such legal limitations shall be deemed a part of this AGREEMENT and shall operate to amend or modify the affected provision to the minimum extent necessary to bring it into conformity with applicable law. As so modified, this AGREEMENT shall remain in full force and effect.
- J. **Force Majeure:** No party to this AGREEMENT shall be liable for any failure or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is caused by acts of God, acts of public enemies, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (regardless of whether employee demands are reasonable or within the party's power to satisfy), failures of common carriers, internet service providers, or other communication systems, cyberattacks, criminal acts, acts of governmental authorities (civil or military, domestic or foreign), or the failure or delay of third parties or agencies from whom a party must obtain approvals, licenses, permits, or materials (collectively, "Force Majeure Occurrences"). Any resulting delay shall not constitute a breach of this AGREEMENT, and all affected deadlines shall be extended for a period equal to the time lost due to such delays. No party shall be liable to the other for any claims, damages, or losses resulting from a Force Majeure Occurrence.
- K. **Authority:** Each party to this AGREEMENT represents and warrants that the individual executing this AGREEMENT on its behalf has full power and authority to do so, and that this AGREEMENT constitutes the legal, valid, and binding obligation of each party.
- L. **Amendment:** This AGREEMENT may be amended only by a **written instrument signed by all parties** to this AGREEMENT, with each party's authorization properly documented.
- M. **Survival:** The provisions of **ARTICLES I, II, IV, VI(G), VII(C), (D), IX(B), (J), X, XI** and **EXHIBIT G – TDEM Specific Clauses** shall survive the termination or expiration of this AGREEMENT.

## ARTICLE X. DUPLICATION OF BENEFITS & LEGAL SETTLEMENTS

The PROPERTY OWNER agrees to notify the COUNTY in writing of any financial settlement, insurance claim, grant payment, or legal judgment received that relates, in whole or in part, to the HMGP-funded elevation of the subject PROPERTY. The PROPERTY OWNER acknowledges and agrees that any such funds received for the same purpose as assistance provided under this AGREEMENT may constitute a Duplication of Benefits (DOB) and may result in a reduction of current or future grant funds or a required repayment to the COUNTY.

This includes, but is not limited to, payments or reimbursements from:

- Lawsuits related to structural damages or construction defects;
- Insurance claims following disasters;
- ICC (Increased Cost of Compliance) proceeds;
- Private grants or other FEMA-funded programs.

This obligation to disclose is required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). Failure to disclose these funds may constitute a material breach of this AGREEMENT and could result in disqualification from future FEMA assistance or legal recovery actions by the COUNTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

## ARTICLE XI. DISPUTE RESOLUTION

In the event of a disagreement, dispute, or claim arising from or related to this AGREEMENT, including but not limited to the performance, interpretation, application, or breach of any term herein, the following process shall govern:

- A. **Notice and Initial Resolution Effort:** The PARTY asserting a dispute shall notify the other PARTY/PARTIES in writing, clearly identifying the nature of the dispute, the impacted provisions of the AGREEMENT, and the requested resolution. Upon receipt of such notice, the PARTIES shall make a good faith effort to resolve the dispute through informal discussion within ten (10) business days.
- B. **COUNTY Review and Determination:** If the dispute is not resolved informally, the COUNTY shall have the authority to review the matter and issue a written determination within fifteen (15) business days. The COUNTY's decision shall be based on applicable contract terms, FEMA program rules and regulations, and any supporting documentation submitted by the PARTIES.
- C. **Non-Binding Mediation (Optional):** Should either the ENGINEER or PROPERTY OWNER disagree with the COUNTY's determination, the PARTY may submit a written request to enter into non-binding mediation. Mediation shall only proceed if the COUNTY agrees to participate. Mediation shall be conducted by a mutually agreed-upon mediator with FEMA or engineering contract expertise, and the process shall occur within thirty (30) calendar days of the request. Costs associated with mediation shall be shared equally by the requesting PARTIES. Nothing in this clause shall be construed to require the COUNTY's participation in disputes solely between the ENGINEER and the PROPERTY OWNER.
- D. **No Waiver of Legal Rights:** Participation in any portion of this dispute resolution process does not waive any PARTY's legal rights, including the COUNTY's right to seek immediate injunctive relief or to terminate this AGREEMENT under ARTICLE VIII. This section is intended to provide a structured resolution process while preserving all remedies available at law or in equity.

- E. **Continued Performance:** Unless otherwise directed by the COUNTY, all PARTIES shall continue to fulfill their obligations under this AGREEMENT during the dispute resolution process.
- F. The County reserves the right to terminate this Agreement in the event of noncompliance, homeowner withdrawal, or failure to adhere to program timelines or requirements.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

**\*\*\*EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE\*\*\***

**\*\*The remainder of this page is intentionally left blank\*\***

This AGREEMENT is hereby EXECUTED by the parties of this AGREEMENT, each respective party acting by and through its duly authorized representative, to be effective on the date specified herein.

**PROPERTY OWNER(S)**

(ALL PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY MUST SIGN):

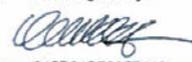
  
\_\_\_\_\_  
Patricia Danielle Nielsen

  
\_\_\_\_\_  
Date

Signed by:  
  
\_\_\_\_\_  
8FAEAC5CF5E64ED  
Logan V. Vail

12/8/2025  
\_\_\_\_\_  
Date

**ENGINEER**

DocuSigned by:  
  
\_\_\_\_\_  
245D94BF30F7449  
Chandra Franklin Womack, PE

12/8/2025  
\_\_\_\_\_  
Date

Title CEO/President

Company Aran + Franklin Engineering Inc.

**COUNTY**

\_\_\_\_\_  
Mark Henry, Galveston County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dwight Sullivan, Galveston County Clerk

\_\_\_\_\_  
Date Attested

**EXHIBIT A  
ENGINEER'S COST ESTIMATE**

Exhibit A: Engineering Cost Estimate



<b>Applicant ID</b>	GALH-E102-239
<b>Homeowner</b>	<b>Sum of Total</b>
Patricia Daniella Nielsen and Logan V Vail	\$ 18,200
37 Lakeside Dr	\$ 18,200
M1	\$ 7,050
M2	\$ 7,350
M3	\$ 1,100
M4	\$ 700
M5	\$ 2,000
<b>Grand Total</b>	<b>\$ 18,200</b>

<b>Milestone 1 (M1)</b>	<b>Amount</b>
Elevation Certificate	\$ 400.00
Ground Penetrating Radar	\$ 2,000.00
Technical Report (Soils Report)	\$ 3,800.00
Topographical Survey	\$ 850.00
<b>Total:</b>	<b>\$ 7,050.00</b>
<b>Milestone 2 (M2)</b>	
Design Completion & Acceptance	\$ 7,350.00
<b>Milestone 3 (M3)</b>	
Construction Milestone 2 Inspection	\$ 700.00
Mid Lift EC	\$ 400.00
<b>Total:</b>	<b>\$ 1,100.00</b>
<b>Milestone 4 (M4)</b>	
Construction Milestone 3 Inspection	\$ 700.00
<b>Milestone 5 (M5)</b>	
Construction Milestone 4 Inspection	\$ 700.00
Final EC	\$ 400.00
Final Survey	\$ 500.00
WS Certification	\$ 400.00
<b>Total:</b>	<b>\$ 2,000.00</b>
<b>Total Engineering:</b>	<b>\$ 18,200.00</b>

**EXHIBIT B**  
**CONTRACT BETWEEN COUNTY AND ENGINEER**



The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its Grants Administration Manager, of the various drawings, data, and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis.

### **SECTION III PERIOD OF SERVICES**

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the Grants Administration Manager, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

### **SECTION IV COORDINATION WITH THE COUNTY**

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the Grants Administration Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards.

To implement this coordination, the Grants Administration Manager shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report

of project status to the Grants Administration Manager and the Grants Administration Manager is the County's designated point of contact for this Agreement.

#### **SECTION V THE ENGINEERS'S COMPENSATION**

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is \$500,000.00 including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

#### **SECTION VI OWNERSHIP OF DOCUMENTS**

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

## **SECTION VII DISPUTE RESOLUTION**

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

## **SECTION VIII TERMINATION**

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

## **SECTION IX INSURANCE**

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer

shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence, combined single limit
\$1,000,000	aggregate Products, combined single limit
\$1,000,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

**SECTION X  
VENUE AND CHOICE OF LAW**

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

**SECTION XI  
ADDRESS OF NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Chandra Franklin Womack, P.E.  
Aran & Franklin Engineering, Inc.  
8419 Emmett F. Lowry  
Texas City, TX 77591-2249

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge  
Galveston County Courthouse  
722 Moody, 2<sup>nd</sup> Floor  
Galveston, Texas 77550

With a copy to:

Grants Administration Manager,  
Professional Services  
722 Moody Ave., 3<sup>rd</sup> Floor  
Galveston, Texas 77550

**SECTION XII  
SECTION CAPTIONS**

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

**SECTION XIII  
SUCCESSORS AND ASSIGNS**

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

**SECTION XIV  
ADDITIONAL TERMS**

#### 14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

#### 14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

#### 14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

#### 14.4 IMMUNITY RETAINED

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

14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

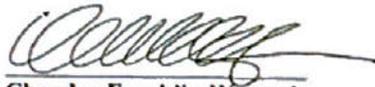
If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements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

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

Aran Franklin Engineering, Inc.

By:   
Mark Henry  
County Judge

By:   
Chandra Franklin Womack  
P.E.

Date Signed: September 30, 2024

Date Signed: 9-27-2024

 Attest:   
Dwight D. Sullivan,  
Galveston County Clerk



**Exhibit A**

**Pricing proposal for Galveston County September 20, 2024**

Home elevations – Scope

Preliminary Design Inspections- photos of all 4 sides, field verify measurements of the house based on survey, measure and sketch location of all windows and doors, plate heights, roof slopes, etc.

Design Drawings – perimeter wall layouts, elevations of all 4 sides (existing and proposed), 3D Renderings in accordance with the NFIP standards in 44 CFR Part 60 and to the latest published edition of ASCE 24 or its equivalent criteria. Compare to original architectural plans, if available.

Structural Layout Plans – layout-based field Inspections and draw original structural plans. Lay out, sub pile locations, grade beams, footings, chain wall, stair & landing locations, ac decks, garage tie in, etc. Lay out flood vent plan design.

Windstorm and Structural Engineering Design – make engineering changes based on structural layouts and design drawings. Calculate vents needed for air and flood. Stamp and issue 100% plans and specifications for construction bids.

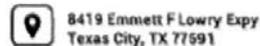
Inspections and Confirmations –

1. 30%/Milestone 2 Inspection and invoice certification (Dig and Lift)
2. 60% Completion Inspection (Piers pushed and formed Grade Beams)
3. 90%/Milestone 3 – Completion Inspection invoice certification (house fully lifted and secured)
4. 100%/Milestone 4 – Completion Inspection and invoice certification (all construction and documents complete)

Letter – vent plan letter for City of Galveston for any/all houses within the Galveston City Limits.

As-Builts- structural plans will be reissued “as-built” based on inspections and plan changes during construction provided to construction contractor for permit closeout.

One contract with individual task orders will be issued per address.



**Chandra Franklin Womack, PE, CEO | Rachel Riley, PE | Dave Franklin, COO** Firm Registration No. F-4632

Changes to scope after design drawings are approved will incur:

- CAD charges of \$90/hr.
- Design at \$90/hr.
- Structural at \$125/hr.

LUMP SUM PRICING DESIGN:

- 1 story houses up to 5,500 SF under roof - \$4,500.00
- Large 1 story and all 2 story houses - \$5,750.00
- Higher elevations (structures above 6' require additional engineering) with larger spans add - \$1,600.00

LUMP SUM PRICING INSPECTIONS AND WINDSTORM CERTIFICATION:

- All home sizes \$2,500.00
- Additional letters \$100 each unless inspections are required
- Failed inspections - contractor will have to pay a \$400.00 reinspection fee as approved by Galveston County.

Geo-Technical Report\* (Soils Report- includes up to (3) 25' borings)

- \$3,800.00 / Lot

Surveying Pricing\*: (Note: Topo pricing to be determined on a case-by-case basis based on lot size)

- Elevation Certificate: \$400.00 each (need preliminary, mid lift and final)
- Topographical Survey: \$+/- \$850.00 - +/- \$1,600.00
- Final Survey: \$500.00 (showing elevated home and all access structures- as needed)

Use of existing elevation certificates and topographical surveys will be assessed on a case by case basis and pricing reduced accordingly if found to be acceptable for use on the project.

Ground Penetrating Radar\* (slab scans- price varies based on home size)

- \$2000.00 - \$2750.00

RFQ (help design RFQ):

Assist in providing guidance for qualification of contractor pool.  
Includes half day consultation on contractor qualification criteria and performance expectations and final review of RFQ specifications prior to issuance. \$3500 (one time fee)

\* Typical turnaround times for receipt of outsourced services are 3-4 weeks and weather dependent. We cannot finalize our plans without this information so this will affect the overall deliverable timeframes.

Customer Service Portal: pricing to be provided to GrantWorks



**EXHIBIT C  
POWER OR A TORNEY  
OR  
LETTERS OF APPOINTMENT AS GUARDIAN OF ESTATE  
(If Applicable)**

**EXHIBIT D  
DUTY TO INFORM**



**Duty to Inform**

**Hazard Mitigation Grant Program (HMGP) – DR4332-25/239  
Galveston County, Texas**

Homeowner Name(s): PATTY VAIL + LOGAN VAIL  
 Project Address: 37 LAKESIDE DR HITCHCOCK, TX  
 HMGP Project Number: DR4332-239  
 Project #: E102-239  
 Date: 12/9/2025

PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not Present	Unknown
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead Paint	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Buried Lines	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Septic System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water Wells	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Propane Tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sinkholes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (Specify):	<input type="checkbox"/>		

Signed by:  
 Homeowner Signature(s): *[Signature]*  
 8FAEAC5CF6E64ED  
Patty Vail

Date: 12/8/2025  
 Date: 12/9/25

County Representative Name & Title:

Signature: *[Signature]* Date: 12/9/2025

**EXHIBIT E**  
**EXAMPLE FEMA ELEVATION CERTIFICATE AND INSTRUCTION**  
**(2023 EDITION) (FEMA FORM 1660-0008)**

U.S. DEPARTMENT OF HOMELAND SECURITY  
**Federal Emergency Management Agency**  
 National Flood Insurance Program

**ELEVATION CERTIFICATE**

**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name: _____	Policy Number: _____
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____	Company NAIC Number: _____
City: _____ State: _____ ZIP Code: _____	
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: _____	
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): _____	
A5. Latitude/Longitude: Lat. _____ Long. _____ Horiz. Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983 <input type="checkbox"/> WGS 84	
A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).	
A7. Building Diagram Number: _____	
A8. For a building with a crawlspace or enclosure(s):	
a) Square footage of crawlspace or enclosure(s): _____ sq. ft.	
b) Is there at least one permanent flood opening on two different sides of each enclosed area? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: _____ Engineered flood openings: _____	
d) Total net open area of non-engineered flood openings in A8.c: _____ sq. in.	
e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): _____ sq. ft.	
f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): _____ sq. ft.	
A9. For a building with an attached garage:	
a) Square footage of attached garage: _____ sq. ft.	
b) Is there at least one permanent flood opening on two different sides of the attached garage? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: _____ Engineered flood openings: _____	
d) Total net open area of non-engineered flood openings in A9.c: _____ sq. in.	
e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): _____ sq. ft.	
f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): _____ sq. ft.	

**SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION**

B1.a. NFIP Community Name: _____	B1.b. NFIP Community Identification Number: _____
B2. County Name: _____	B3. State: _____
B4. Map/Panel No.: _____	B5. Suffix: _____
B6. FIRM Index Date: _____	B7. FIRM Panel Effective/Revised Date: _____
B8. Flood Zone(s): _____	B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): _____
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: <input type="checkbox"/> FIS <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other: _____	
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____	
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA	
B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? <input type="checkbox"/> Yes <input type="checkbox"/> No	

## ELEVATION CERTIFICATE

**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____ City: _____ State: _____ ZIP Code: _____	<b>FOR INSURANCE COMPANY USE</b> Policy Number: _____ Company NAIC Number: _____
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### SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
 \*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: \_\_\_\_\_ Vertical Datum: \_\_\_\_\_

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929  NAVD 1988  Other: \_\_\_\_\_

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used?  Yes  No

If Yes, describe the source of the conversion factor in the Section D Comments area.

Check the measurement used:

a) Top of bottom floor (including basement, crawlspace, or enclosure floor): \_\_\_\_\_  feet  meters

b) Top of the next higher floor (see Instructions): \_\_\_\_\_  feet  meters

c) Bottom of the lowest horizontal structural member (see Instructions): \_\_\_\_\_  feet  meters

d) Attached garage (top of slab): \_\_\_\_\_  feet  meters

e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area): \_\_\_\_\_  feet  meters

f) Lowest Adjacent Grade (LAG) next to building:  Natural  Finished \_\_\_\_\_  feet  meters

g) Highest Adjacent Grade (HAG) next to building:  Natural  Finished \_\_\_\_\_  feet  meters

h) Finished LAG at lowest elevation of attached deck or stairs, including structural support: \_\_\_\_\_  feet  meters

### SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor?  Yes  No

Check here if attachments and describe in the Comments area.

Certifier's Name: \_\_\_\_\_ License Number: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Place Seal Here

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments): \_\_\_\_\_

## ELEVATION CERTIFICATE

**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____ City: _____ State: _____ ZIP Code: _____	<b>FOR INSURANCE COMPANY USE</b> Policy Number: _____ Company NAIC Number: _____
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### SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction

\*A new Elevation Certificate will be required when construction of the building is complete.

- E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is: \_\_\_\_\_  feet  meters  above or  below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is: \_\_\_\_\_  feet  meters  above or  below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: \_\_\_\_\_  feet  meters  above or  below the HAG.
- E3. Attached garage (top of slab) is: \_\_\_\_\_  feet  meters  above or  below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is: \_\_\_\_\_  feet  meters  above or  below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown The local official must certify this information in Section G.

### SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

## ELEVATION CERTIFICATE

**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____ City: _____ State: _____ ZIP Code: _____	<b>FOR INSURANCE COMPANY USE</b> Policy Number: _____ Company NAIC Number: _____
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### SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

- G1.  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.a.  A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.
- G2.b.  A local official completed Section H for insurance purposes.
- G3.  In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.
- G4.  The following information (Items G5–G11) is provided for community floodplain management purposes.
- G5. Permit Number: \_\_\_\_\_ G6. Date Permit Issued: \_\_\_\_\_
- G7. Date Certificate of Compliance/Occupancy Issued: \_\_\_\_\_
- G8. This permit has been issued for:  New Construction  Substantial Improvement
- G9.a. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G9.b. Elevation of bottom of as-built lowest horizontal structural member: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G10.a. BFE (or depth in Zone AO) of flooding at the building site: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G11. Variance issued?  Yes  No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_

NFIP Community Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

## ELEVATION CERTIFICATE

**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____ City: _____ State: _____ ZIP Code: _____	<b>FOR INSURANCE COMPANY USE</b> Policy Number: _____ Company NAIC Number: _____
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### SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). **Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.**

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) For Building Diagrams 1A, 1B, 3, and 5–8. Top of bottom \_\_\_\_\_  feet  meters  above the LAG floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is:

b) For Building Diagrams 2A, 2B, 4, and 6–9. Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: \_\_\_\_\_  feet  meters  above the LAG

H2. Is all Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?  
 Yes  No

### SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

# ELEVATION CERTIFICATE

**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

## BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

**FOR INSURANCE COMPANY USE**

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo One

Photo One Caption:

Clear Photo One

Photo Two

Photo Two Caption:

Clear Photo Two

**ELEVATION CERTIFICATE**  
**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**  
**BUILDING PHOTOGRAPHS**

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**FOR INSURANCE COMPANY USE**

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption:

Clear Photo Three

Photo Four

Photo Four Caption:

Clear Photo Four

**EXHIBIT F**  
**EXAMPLE MITIGATION OFFER/DECLINATION NOTICE**



**Homeowner Mitigation Offer  
Hazard Mitigation Grant Program (HMGP) – DR4332-25/239  
Galveston County, Texas**

Homeowner Name(s): \_\_\_\_\_

Project Address: \_\_\_\_\_

Project #: \_\_\_\_\_

Date: \_\_\_\_\_

**Purpose of This Document**

This form provides the **formal Mitigation Offer** for participation in the Hazard Mitigation Grant Program (HMGP) for Residential Elevation.

**Program Overview**

1. **Mitigation Grant Award:** Galveston County has been awarded HMGP grant funding through the Texas Division of Emergency Management (TDEM) for the elevation of eligible residential structures within the County.
2. **Voluntary Participation:** Participation in the HMGP Elevation Program is entirely voluntary. You may withdraw at any time before signing the construction contract.
3. **Privacy Protections:** All information collected regarding you and your property will be protected consistent with the Federal Privacy Act, applicable State laws, and County ordinances.
4. **Finalization of Costs:** The cost estimates applicable to your property have been reviewed, verified, and finalized for inclusion in this Mitigation Offer.



<b>The MITIGATION Offer is provided to you for the elevation of the above-referenced PROPERTY.</b>	
<b>Mitigation Offer</b>	<b>\$</b>

**Your final MITIGATION OFFER is based on the following amounts:**

<b>Eligible Engineering Costs</b>	<b>\$</b>
<b>Eligible Construction Costs</b>	<b>\$</b>
<b>Subtotal</b>	<b>\$</b>
<b>Deductions (ICC, Flood Insurance, DOB)</b>	<b>\$</b>
<b>MITIGATION OFFER</b>	<b>\$</b>
<b>Required Match from Property Owner</b>	<b>\$</b>
<b>Grant Funded Amount</b>	<b>\$</b>

**Important Notes & Requirements**

**Ineligible Costs**

Any costs that are NOT eligible under HMGP—such as upgrades, homeowner-requested changes, or additional work not required for code compliance—must be pre-approved in writing by Galveston County and will be the sole financial responsibility of the Property Owner. These costs must be contracted separately and are not part of the Mitigation Offer.

**Temporary Living Expenses (TLE)**

Temporary Living Expenses that:

- exceed the County’s established daily limits, or
- exceed the total maximum allocation will be considered non-grant-eligible expenses and must be paid by the Property Owner.

**Homeowner Responsibilities**

By accepting this Mitigation Offer, the Property Owner understands they are responsible for:

- Maintaining NFIP flood insurance for the life of the property, consistent with 44 CFR §80.17(c).
- Complying with all program requirements as outlined in the Participation Agreement.
- Securing a qualified contractor (if applicable).
- Managing temporary living arrangements (and associated payment processes).
- Retaining receipts and documentation as required by TWDB, FEMA, and the County.
- Ensuring continued access to the property for engineers, inspectors, and County representatives.



### Homeowner Withdrawal Acknowledgment Form

#### Hazard Mitigation Grant Program (HMGP) – DR4332-25/239

#### Galveston County, Texas

Homeowner Name(s): \_\_\_\_\_

Project Address: \_\_\_\_\_

HMGP Project Number: \_\_\_\_\_

Project #: \_\_\_\_\_

Date: \_\_\_\_\_

#### Statement of Non-Participation

I/We, the undersigned, acknowledge that we were offered the opportunity to participate in the FEMA Hazard Mitigation Grant Program (HMGP) for the elevation of our home located at \_\_\_\_\_ . After receiving information regarding the program's requirements, scope, and potential benefits, I/we have decided **not to move forward** with the elevation project at this time.

I/We understand that:

- By declining participation, no further HMGP elevation work will be performed at the property.
- This decision is **voluntary** and made without coercion or pressure from the County, its representatives, or GrantWorks, Inc.
- I/We may not be eligible for re-enrollment under this funding cycle, and future program participation (if any) will be subject to FEMA and County policy and funding availability.

#### Reason for Withdrawal (Optional):

- Financial concerns
- Personal/family circumstances
- Structural or site concerns
- Timeline/delays
- Other: \_\_\_\_\_

\_\_\_\_\_



Homeowner Signature(s):

\_\_\_\_\_  
Date: \_\_\_\_\_

County Representative Name & Title:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Official Use Only:

- Project removed from elevation roster
- Notified Engineering/Construction team
- Withdrawal documented in project file
- FEMA/TDEM notified

EXAMPLE

**EXHIBIT G**  
**GRANT/TDEM-SPECIFIC CLAUSES**

The following FEMA-specific contract provisions apply to this Agreement **including, but not limited to, those listed below**. These provisions are required under 2 CFR Part 200, Appendix II, the FEMA Hazard Mitigation Assistance Program and Policy Guide (HMA PPG), and all applicable federal laws, regulations, and funding conditions. Additional FEMA-mandated clauses shall apply if required by changes in federal law, guidance, or program requirements.

1. **Federal and State Funding Disclaimer:** This project is funded by the FEMA Hazard Mitigation Grant Program (HMGP), administered by the Texas Division of Emergency Management (TDEM), and is contingent on continued eligibility under the terms and conditions of DR-4332.
2. **Non-Duplication of Benefits (DOB) Clause:** The Homeowner certifies that they have not and will not receive funding from any other source (e.g., ICC, SBA, insurance, legal settlement) for the same purpose. Any funds received that duplicate FEMA assistance must be reported and may be subject to recapture.
3. **FEMA Model Deed Restriction Acknowledgment (Attachment):** The Homeowner acknowledges receipt of and agrees to execute the required Acknowledgment of Conditions for Mitigation, including the requirement to maintain flood insurance in perpetuity.
4. **Flood Insurance Requirement (NFIP):** The Homeowner agrees to maintain flood insurance on the property in accordance with 44 CFR § 206.252 and the NFIP, for the life of the property, regardless of transfer of ownership
5. **Construction & Reimbursement Contingency Clause:** All work must be within the approved scope of work as authorized by FEMA and TDEM. Any unauthorized work may result in non-reimbursement and possible removal from the program.
6. **Procurement & Conflict of Interest Compliance:** The parties acknowledge that the Contractor/Engineer was procured in accordance with 2 CFR §§ 200.318–200.326 and applicable state procurement laws. The Contractor affirms that no conflict of interest exists.
7. **Compliance with 2 CFR 200 and HMA Guidance:** The parties agree to comply with all applicable provisions of 2 CFR Part 200, FEMA Hazard Mitigation Assistance (HMA) Program Guidance, and TDEM’s implementation requirements for HMGP DR-4332.

**EXHIBIT H  
FEMA RECORD OF ENVIRONMENTAL CONSIDERATION**



P.O. Box 12276  
Austin, Texas 78711-2276  
512-463-6100  
thc.texas.gov

September 18, 2025

Elizabeth Thomas  
County of Galveston  
722 Moody Avenue  
Galveston, Texas 77550

Re: *Project Review Under Section 106 of the National Historic Preservation Act, 2018 Elevation/Reconstruction Projects, Galveston County (FEMA/106, THC #201901492 and #201902368)*

Ms. Thomas:

Thank you for the recent email requesting clarification about the above-referenced projects. This letter serves as comment on the undertakings from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission (THC).

As you know, in October 2018, Grantworks, on behalf of Galveston County, submitted project information about 61 properties proposed for elevation and/or reconstruction using funds from the Federal Emergency Management Agency (FEMA). In November 2018, THC responded to this project (THC #201901492) concurring that 59 of the 61 proposed properties were *not* eligible for listing in the National Register of Historic Places and that there would be no historic properties affected by their elevation or reconstruction. Two properties, 1106 33<sup>rd</sup> Street and 1117 31<sup>st</sup> in Galveston, were determined to be eligible for listing in the National Register and proceeding with either property would have required additional consultation.

Later, in November 2018, Grantworks, again on behalf of Galveston County, submitted project information about an additional 15 properties proposed for elevation and/or reconstruction using FEMA funds. THC responded to this project (THC #201902368) concurring that all 15 of the proposed properties were *not* eligible for listing in the National Register and that there would be no historic properties affected.

For clarity, a list of the individual properties that were determined to be *not* eligible for listing in the National Register is enclosed.

Thank you for your cooperation in this federal review process, and for your efforts to preserve irreplaceable heritage of Texas. If you have any questions concerning our review, or if we can be of further assistance, please contact Justin Kockritz at 512-936-7406 or [justin.kockritz@thc.texas.gov](mailto:justin.kockritz@thc.texas.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is written over a faint, larger signature that is mostly obscured.

Justin Kockritz, Lead Project Reviewer, Federal Programs  
For: Joseph Bell, State Historic Preservation Officer

cc: Rebecca McCord Whitlock, Grantworks, Inc., *via email*  
Faisal Nofal, Galveston County, *via email*

59 Properties Determined to be *Not* Eligible for Listing in the National Register (THC #201901492)

- |   |   |
|---|---|
| 1) 457 8 <sup>th</sup> Street, San Leon         | 31) 1445 John Street, San Leon                            |
| 2) 333 24 <sup>th</sup> Street, San Leon        | 32) 36 Lakeside Drive, Hitchcock                          |
| 3) 4502 East 26 <sup>th</sup> Street, Dickinson | 33) 37 Lakeside Drive, Hitchcock                          |
| 4) 4803 East 29 <sup>th</sup> Street, Dickinson | 34) 56 Lakeside Drive, Hitchcock                          |
| 5) 5124 East 39 <sup>th</sup> Street, Dickinson | 35) 604 Laura Lane, League City                           |
| 6) 1025 62 <sup>nd</sup> Street, Galveston      | 36) 302 Leisure Lane, Alvin                               |
| 7) 1728 65 <sup>th</sup> Street, Galveston      | 37) 384 Ling Street, Hitchcock                            |
| 8) 4824 Alamo Drive, Galveston                  | 38) 3510 Lobit Drive, Dickinson                           |
| 9) 3223 Avenue G, Dickinson                     | 39) 5707 Longshadow Drive, Dickinson                      |
| 10) 5412 Avenue P, Galveston                    | 40) 3201 Mary Lane, League City                           |
| 11) 6113 Avenue Q 1/2, Galveston                | 41) 8006 Meadowbrook Drive, Hitchcock                     |
| 12) 7123 Avenue Q 1/2, Galveston                | 42) 319 Narcissus Road, Clear Lake Shores                 |
| 13) 7128 Avenue Q 1/2, Galveston                | 43) 4535 Nevada Street, Dickinson                         |
| 14) 5319 Bayou Drive, Dickinson                 | 44) 711 Oak Road, Clear Lake Shores                       |
| 15) 119 Bayou Vista Drive, Hitchcock            | 45) 2424 Perthuis Drive, La Marque                        |
| 16) 6538 Bitzy Street, Hitchcock                | 46) 1232 Pin Oak Drive, Dickinson                         |
| 17) 202 Blue Point Road, Clear Lake Shores      | 47) 7126 Pine Road, Hitchcock                             |
| 18) 206 Blue Point Road, Clear Lake Shores      | 48) 3901 Pine Manor Lane, Dickinson                       |
| 19) 7722 Channelview Drive, Galveston           | 49) 7023 Renaud Street (South Railroad Avenue), Hitchcock |
| 20) 702 Clear Lake Road, Clear Lake Shores      | 50) 4512 Swan Street, Hitchcock                           |
| 21) 412 Colonial Drive, Friendswood             | 51) 158 Tarpon Street, Bayou Vista                        |
| 22) 4306 Country Club Drive, Dickinson          | 52) 2703 Timber Drive, Dickinson                          |
| 23) 5020 Country Club Drive, Dickinson          | 53) 2705 Timber Drive, Dickinson                          |
| 24) 12202 Cove Lane, Dickinson                  | 54) 5522 Tranquil Trace, Alvin                            |
| 25) 923 Dogwood Road, Clear Lake Shores         | 55) 910 Vivian Street, Kemah                              |
| 26) 4313 Edward Street, Texas City              | 56) 403 West Shore Drive, Clear Lake Shores               |
| 27) 4314 Edward Street, Texas City              | 57) 6715 Willow Drive, Hitchcock                          |
| 28) 1210 Esther Street, Kemah                   | 58) 6717 Willow Drive, Hitchcock                          |
| 29) 5830 Florida Avenue, Hitchcock              | 59) 2302 Wimcrest, Galveston                              |
| 30) 3703 Imite Street, Dickinson                |   |

15 Properties Determined to be *Not* Eligible for Listing in the National Register (THC #201902368)

- |   |  |
|---|--|
| 1) 4703 East 29 <sup>th</sup> Street, Dickinson | 9) 410 Moody Avenue, League City       |
| 2) 2473 Avenue A, San Leon                      | 10) 207 North Orchid Drive, Texas City |
| 3) 6220 Avenue Q, Galveston                     | 11) 2403 Pecan Street, Dickinson       |
| 4) 5627 Avenue Q 1/2, Galveston                 | 12) 7124 Pine Road, Hitchcock          |
| 5) 5711 Avenue Q 1/2, Galveston                 | 13) 8927 Robinson Road, Hitchcock      |
| 6) 529 Clear Lake Road, Clear Lake Shores       | 14) 3600 Utah Avenue, Dickinson        |
| 7) 1024 Kipp Avenue, Kemah                      | 15) 8303 Wallace Street, Hitchcock     |
| 8) 1103 Kipp Avenue, Kemah                      |  |

**EXHIBIT I**  
**SAMPLE ENGINEERING AND CONSTRUCTION SCHEDULE**

<b>Task</b>	<b>Duration Days</b>	<b>Status</b>
Execute Engineering Tri-Party Agreements	8 Days	In Progress
Issue NTP for Engineering	1 Day	Not Started
Engineering as described in Task Order	27 Days	Not Started
Engineering Review/Homeowner Concurrence	14 Days	Not Started
Bid Walks	7 Days	Not Started
Execute Construction Tri-Party Agreements	7 Days	Not Started
Issue NTP for Construction	1 Day	Not Started
Milestone 1 document submission	15 Days	Not Started
Milestone 2 Construction	14 Days	Not Started
Milestone 2 Inspection	7 Days	Not Started
Milestone 3 Construction	30 Days	Not Started
Milestone 3 Inspection	7 Days	Not Started
Milestone 4 Construction	14 Days	Not Started
Milestone 4 Inspection	7 Days	Not Started
Final Project Documents Rcvd & Final Payment Made	30 Days	Not Started

**EXHIBIT J  
PROOF OF MEDICAL NEED**

## Exhibit K – Conflict of Interest

### 14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

**EXHIBIT L**  
**MODEL ACKNOWLEDGEMENT OF CONDITIONS**

PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

ATTACHMENT HERE

MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN  
A SPECIAL FLOOD AREA

records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

- 4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF Galveston

A \_\_\_\_\_ municipal corporation

By: \_\_\_\_\_  
[Name, Title]

of the City/County of \_\_\_\_\_

&

Patricia Nielsen  
[Name of Property Owner]

WITNESSED BY:

\_\_\_\_\_  
[Name of Witness]

[SEAL]

Notary Public

*Stephen Caldwell*



Model Acknowledgement of Conditions  
For Mitigation of Property in a Special Flood Hazard Area  
With FEMA Grant Funds

Property Owner Patricia Nielsen Logan Vail  
Street Address 57 Lakeside dr.  
City Hitchcock, State TX Zip Code 77563  
Deed dated \_\_\_\_\_, Recorded \_\_\_\_\_  
Tax map \_\_\_\_\_, block \_\_\_\_\_, parcel \_\_\_\_\_  
Base Flood Elevation at the site is \_\_\_\_\_ feet (NGVD).  
Map Panel Number \_\_\_\_\_, effective date \_\_\_\_\_

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will not be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 et seq., as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.
2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:
  - i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
  - ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
  - iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
  - iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

**EXHIBIT M**  
**Galveston County Appraisal Document**

# Galveston CAD Property Search

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## Property Details

### Account

**Property ID:** 141309 **Geographic ID:** 1570-0000-0037-000

**Type:** R

**Property Use:** **Condo:**

### Location

**Situs Address:** 37 LAKESIDE HITCHCOCK, TX 77563

**Map ID:** 307-D **Mapsc0:**

**Legal Description:** ABST 7 S C BUNDICK SUR LOT 37 BAYOU VISTA ADDN 2

**Abstract/Subdivision:** S1570

**Neighborhood:** (1575) BAYOU VISTA SEC 3

### Owner

**Owner ID:** 712378

**Name:** NIELSEN PATRICIA DANIELLE

### Agent:

**Mailing Address:** 4913 AVENUE O 1/2  
GALVESTON, TX 77551

**% Ownership:** 100.0%

**Exemptions:** For privacy reasons not all exemptions are shown online.

---

## Property Values

<b>Improvement Homesite Value:</b>	\$0 (+)
<b>Improvement Non-Homesite Value:</b>	\$251,010 (+)
<b>Land Homesite Value:</b>	\$0 (+)
<b>Land Non-Homesite Value:</b>	\$87,500 (+)
<b>Agricultural Market Valuation:</b>	\$0 (+)
<b>Market Value:</b>	\$338,510 (=)
<b>Agricultural Value Loss:</b>	\$0 (-)

<b>Appraised Value:</b>	\$338,510 (=)
<b>HS Cap Loss:</b>	\$0 (-)
<b>Circuit Breaker:</b>	\$8,510 (-)
<b>Assessed Value:</b>	\$330,000
<b>Ag Use Value:</b>	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

### Property Taxing Jurisdiction

**Owner:** NIELSEN PATRICIA DANIELLE **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
GGA	GALVESTON COUNTY	0.322660	\$338,510	\$330,000	\$1,064.78	
J05	MAINLAND COLLEGE	0.263800	\$338,510	\$330,000	\$870.54	
M12	MUD DISTRICT #12	0.204591	\$338,510	\$330,000	\$675.15	
RFL	CO ROAD & FLOOD	0.003000	\$338,510	\$330,000	\$9.90	
S18	TEXAS CITY ISD	1.154300	\$338,510	\$330,000	\$3,809.19	

**Total Tax Rate:** 1.948351

**Current Estimated Taxes:** \$6,429.56

**Estimated Taxes Without Exemptions or Limitations:** \$6,595.37

**EXHIBIT N.  
Prior Lien Holder Rights**



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*23.**

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**Grant Award/Agreement**

- 1) **Court Date:** 1/5/2026
- 2) **Department:** Professional Services - Grants Division
- 3) **Grant Agency:** FEMA
- 4) **Funding Source:** N/A
- 5) **Grant Start Date:** N/A
- 6) **Grant End Date:** N/A
- 7) **Program Year:** N/A
- 8) **Program End Date:** N/A
- 9) **Renewal Grant:** Not Applicable
- 10) **Contract #:** N/A
- 11) **Description:** To authorize updated personnel for both TDEM Designation of Subrecipient Agent and TDEM Designation of Account Approval
  
- 12) **Grant Organization Keys:** N/A
- 13) **Grant Type:** N/A

**Expenditure Type**

- 14) **Grant Funded:** N/A
- 15) **County Funded:** N/A
- 16) **Total Project Amount:** N/A
- 17) **Assigned Department Contact:** N/A

**County Funding Sources**

- 18) **Match Fund:** N/A
- 19) **Match Division:** N/A

**NOTES:**

**This is to update FEMA Grant Access through designation of account access and approvals through TDEM forms attached.**

**Grant Program: FEMA-PA/HMGP**

**Disaster numbers: DR-1792, DR-4332, DR4485, DR4572, DR4586, DR4798, DR4781, DR4136**

### **Approval History**

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<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Christian Monterrubio	Delegated	12/18/25 9:22 am
2	Miriam Moran	Approve	12/18/25 10:37 am
3	Diana Huallpa	Approve	12/18/25 1:33 pm
4	Diana Huallpa	Approve	12/18/25 1:33 pm
5	Sergio Cruz	Approve	12/18/25 1:57 pm

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## Designation of Account Approval (DAA) Form

### Form Instructions

The following **must** be completed for access approval for subrecipient accounts in the Texas Division of Emergency Management (TDEM)'s Grants Management System (GMS).

- A) The Designation of Account Approval (DAA) form is used to assign an approver for a jurisdiction. The default approver for access to a jurisdiction is the Certifying Official.
- B) For the contacts:
- ❖ Both the *Primary Approver* and the *Secondary Approver* will have **Full Access** to their jurisdiction's GMS account and will be responsible for the permissions, access levels, and approvals. They will also be responsible for providing updates if a user leaves the organization or changes roles.
  - ❖ None of the positions on the page may be left blank. The same person cannot hold the Primary Approver and the Secondary Approver.
  - ❖ The *Primary Approver* is the person at the organization that is responsible for approving requests for access to GMS.
  - ❖ The *Secondary Approver* is the Primary Approver's designated alternate.
  - ❖ A *Certifying Official* must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
  - ❖ A third-party consultant/contractor cannot be listed as the Primary Approver or Certifying Official.
  - ❖ All contacts require a unique email address.
- C) User Access Levels
- ❖ **Full Access** to the Grants Management System (GMS) will allow a user to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grants Management System on behalf of the subrecipient.
  - ❖ **Contributor Access** will allow a user to upload and update documentation and enter notes. The user will not have the ability to advance workflows.
  - ❖ **Read Only Access** will allow a user to view information in GMS but will not grant them the ability to edit any existing information themselves.



## Designation of Account Approval (DAA) Form

<b>Subrecipient:</b>	Galveston County		
<b>Tax ID:</b>	74-60000908	<b>UEI:</b>	DRP9KU1PVJN4
<b>Grant Program (PA/HM)</b>	<input checked="" type="checkbox"/>	<b>Mutual Aid</b>	<input type="checkbox"/>

Primary Approver			
Serves as the primary point of contact to approve access requests for your GMS account. <i>Cannot be a contractor.</i>			
Name:	Miriam Moran	Office Number:	409-795-2111
Position/Title:	Director of Grants Administration	Cell Number:	
Email:	miriam.moran@galvestoncountytx.gov	Fax Number:	n/a
Organization:	Galveston County, TX		
The Primary Approver will have <b>full</b> access to GMS.			

Secondary Approver			
Serves as the secondary point of contact to approve access requests for your GMS account.			
Name:	Faisal Nofal	Office Number:	409-770-2497
Position/Title:	Grant Coordinator	Cell Number:	
Email:	faisal.nofal@galvestoncountytx.gov	Fax Number:	
Organization:	Galveston County, TX		
The Secondary Approver will have <b>full</b> access to GMS.			

Certifying Official			
Serves as the official representative of the organization. <i>Must possess the authority to obligate funds and enter into contracts for the organization.</i>			
Name:	Mark Henry	Office Number:	409-766-2244
Position/Title:	County Judge	Cell Number:	
Email:	mark.henry@co.galveston.tx.us	Fax Number:	
Organization:	Galveston County, TX		
GMS Access (pick 1):	Full <input checked="" type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

<b>Signature of Certifying Official</b>	<b>Mark Henry</b>	<b>12.22.2025</b>
	<b>Print Name</b>	<b>Date</b>

*(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)*

# Texas Division of Emergency Management

## Designation of Subrecipient Agent

<b>Primary Contacts</b>
-------------------------

Subrecipient: Galveston County, Texas	
Disaster Number(s): DR-1791, DR-4332, DR-4485, DR-4572, DR-4586, DR-4798, DR-4781, DR-4136	Grant Program: FEMA-PA/HMGP

<b>Primary Agent</b>
Serves as the primary point of contact for projects.

Name: Miriam Moran	Office Number: 409-770-5550
Position/Job Title: Director of Grants Administration	Fax Number: NA
Organization/employer: Galveston County, TX	Cell Number: NA
Email* Miriam.Moran@galvestoncountytexas.gov	The Primary Agent will have full GMS access

<b>Secondary Agent</b>
Serves as the secondary point of contact for projects.

Name: Faisal Nofal	Office Number: 409-770-2497
Position/Job Title: Grant Coordinator	Fax Number: NA
Organization/employer: Galveston County, TX	Cell Number: NA
Email* Faisal.Nofal@galvestoncountytexas.gov	The Secondary Agent will have full GMS access

<b>Primary Finance Agent</b>
Serves as the primary point of contact for financial matters.

Name: Sergio Cruz	Office Number: 409-770-5398
Position/Job Title: County Auditor	Fax Number: NA
Organization/employer: Galveston County	Cell Number: NA
Email* sergio.cruz@galvestoncountytexas.gov	The Primary Finance Contact will have full GMS access

<b>Certifying Official</b>
Serves as the official representative of the organization.
Must possess the authority to obligate funds & enter into contracts for the organization.

Name: Mark Henry	Office Number: 409-766-2244
Position/Job Title: County Judge	Fax Number: NA
Organization/employer: Galveston County	Cell Number: NA
Email* mark.henry@co.galveston.tx.us	GMS Access (pick 1) Full <input checked="" type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>

*The above Primary and Secondary Agents are hereby authorized to execute and file the application on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Primary Financial Agent and the Certifying Official are authorized to represent and act for this organization in all financial operations pertaining to this grant with the State of Texas. The Primary Agent will have authority to add or remove users within the Texas Division of Emergency Management (TDEM) Grant Management System (GMS) for all grants.*

**\*Note: All email addresses must be unique to user**

	Mark Henry	12.22.2025
<b>Signature of Certifying Official</b>	Print Name	Date
(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)		

# Texas Division of Emergency Management

## Designation of Subrecipient Agent

<b>Alternate Contacts (Optional)</b>
--------------------------------------

Subrecipient: Galveston County	
Disaster Number(s): DR-1791, DR-4332, DR-4485, DR-4572, DR-4586, DR-4798, DR-4781, DR-4136	Grant Program: FEMA-PA/HMGP

<b>Alternate Contact</b> List any additional contact here
--

Name: Diana Huallpa	Office Number: 409-770-5442
Position/Job Title: Chief Financial Officer	Fax Number: NA
Organization/employer: Galveston County	Cell Number: NA
Email* diana.huallpa@galvestoncountytexas.gov	GMS Access (pick 1) Full <input checked="" type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	

<b>Alternate Contact</b> List any additional contact here
--

Name: Kenna Pruitt	Office Number: 409-770-5575
Position/Job Title: Manager - Grant Accounting / Reporting	Fax Number: N/A
Organization/employer: Galveston County, TX	Cell Number: N/A
Email* Kenna.Pruitt@galvestoncountytexas.gov	GMS Access (pick 1) Full <input checked="" type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	

<b>Alternate Contact</b> List any additional contact here
--

Name: Christie J Motogbe	Office Number: 409-770-5337
Position/Job Title: First Assistant County Auditor/WD System Administrator	Fax Number: N/A
Organization/employer: Galveston County, TX	Cell Number: N/A
Email* ChristieJ.Motogbe@galvestoncountytexas.gov	GMS Access (pick 1) Full <input checked="" type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	

<b>Alternate Contact</b> List any additional contact here
--

Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	

*Additional Contacts are authorized to represent and act for this organization in all operations pertaining to this grant with the State of Texas.*

**\*Note: All email addresses must be unique to user**

<b>Signature of Certifying Official</b> <small>(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds &amp; enter into contracts for the organization)</small>	Mark Henry	12.22.2025
	Print Name	Date

## Instructions:

- The Designation of Subrecipient Agent (DSA) form is divided into two pages, the Primary Contacts page and the optional Alternate Contacts page. The second page is not required if there are no additional contacts to list.
- In the header of the document, list the name of the subrecipient (the organization applying for the grant), as well as the disaster numbers and grant program this DSA applies to (the disaster number is 4 digits long and assigned by FEMA. For example, Hurricane Harvey is 4332. The grant program is either PA for Public Assistance or HMGP for Hazard Mitigation Grant Program.)
- Multiple disasters may be listed on one DSA as long as specific disaster numbers are indicated.
- None of the positions on the primary contact page may be left blank. However, the same person may hold multiple positions. Contacts may be left blank on the additional contact page.
- If a third party consultant/contractor is listed on the DSA, the agency that they are employed by should be listed in the Organization/Employer field.
- All contacts require a unique email address. Additionally, contacts on the DSA cannot share the same email address.
- All contacts must have a phone number listed.
- Granting a contact full Grants Management System (GMS) access will allow them to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grant Management System on behalf of the subrecipient. Granting a contact Read Only access will allow a contact to view information in GMS, but they will not be able to edit any existing information themselves.
- The Primary, Secondary, and Finance Agents will always be granted full GMS access for all grants within the program selected.
- The subrecipient can request that GMS access be added or revoked from a contact at any time if the need arises.
- The Certifying Official must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
- Both pages, if applicable, of the DSA must be signed and dated by the certifying official.
- If a new DSA is submitted with a different person listed for a position on the primary contact sheet, the old contact holding that position will be removed. If a new contact is added on the additional contacts page, no old contacts will be removed unless they are specified in the field provided.



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*24.**

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**Grant Award/Agreement**

- 1) **Court Date:** 1/5/2026
- 2) **Department:** Sheriff's Department
- 3) **Grant Agency:** Texas Motor Vehicle Crime Prevention Authority
- 4) **Funding Source:** SB224 Catalytic Converter Grant Program
- 5) **Grant Start Date:** 5/1/2024
- 6) **Grant End Date:** 1/30/2026
- 7) **Program Year:** FY2024/2025
- 8) **Program End Date:** 1/30/2026
- 9) **Renewal Grant:** Time Extension
- 10) **Contract #:** 224-24-0840000
- 11) **Description:** This is a time extension request.
  
- 12) **Grant Organization Keys:**
- 13) **Grant Type:**

**Expenditure Type**

- 14) **Grant Funded**      \$583,868.00
- 15) **County Funded**      \$0.00
- 16) **Total Project Amount:** \$583,868.00
- 17) **Assigned Department Contact:** Gina Doolittle

**County Funding Sources**

- 18) **Match Fund:** 100% Grant Funded
- 19) **Match Division:**

**NOTES:**

**Approval History**

Seq #	Approver	Action	Action Date
1	Christian Monterrubio	Delegated	12/17/25 8:52 am
2	Miriam Moran	Approve	12/17/25 8:58 am
3	Jimmy Fullen	Approve	12/17/25 9:21 am
4	Diana Huallpa	Approve	12/17/25 3:47 pm
5	Sergio Cruz	Approve	12/17/25 5:04 pm



MEMORANDUM

To: Galveston County Commissioners Court  
From: Professional Services – Grants Division  
Court Date: January 05, 2026  
RE: Sheriff’s Department  
FY 24 Catalytic Converter Theft Prevention Grant – Time Extension

BACKGROUND

The Texas Legislature passed Senate Bill 224 that provides funding for law enforcement activities intended to detect and prevent catalytic converter theft. The Texas Motor Vehicle Crime Prevention Authority initiated a grant program for local law enforcement agencies and task forces to implement detection and prevention programs at the local level.

SUMMARY

Galveston County was granted an extension by the Texas Motor Vehicle Crimes Prevention Authority on the FY 2024 Catalytic Converter grant (GR-0000663) to January 31, 2026 to allow more time for Flock cameras to be fully operational. This was done to ensure full reimbursement for PO-0000534.

RECOMMENDATIONS

Professional Services requests Commissioners’ Court consider acceptance of the FY 2024 Catalytic Converter Theft Prevention grant time extension and authorize County Judge to sign the revised grant award contract from the Texas Motor Vehicle Crime Prevention Authority.

DOCUMENTS FOR WET SIGNATURE

- FY24 Catalytic Converter Theft Prevention Grant Time Extension



**FY24 SB224 Catalytic Converter Grant**  
**Motor Vehicle Crime Prevention Authority**  
**Revised Statement of Grant Award and Grantee Acceptance Notice**

Grant Number: **224-24-0840000**  
 Grantee: **Galveston County**  
 Program Title: **Gulf Coast Environmental Crimes Task Force**  
 Grant Award Amount: **\$583,868**  
 Total Cash Match Amount: **-0-**  
 In-Kind Match Amount: **\$1,800**  
 Reimbursement Percent\*: **100%**  
 Grant Term: **May 1, 2024 to January 30, 2026**

**Grant Budget Summary: Galveston County (App ID: 260)**

Budget Category	Cash		Total Expenditures	In-Kind Match
	MVCPA Expenditures	Match Expenditures		
Personnel	\$32,547	\$0	\$32,547	\$0
Fringe	\$12,746	\$0	\$12,746	\$0
Overtime	\$4,815	\$0	\$4,815	\$0
Professional and Contract Services	\$34,656	\$0	\$34,656	\$0
Travel	\$3,424	\$0	\$3,424	\$0
Equipment	\$468,150	\$0	\$468,150	\$0
Supplies and Direct Operating Expenses (DOE)	\$27,530	\$0	\$27,530	\$1,800
<b>Total</b>	<b>\$583,868</b>	<b>\$0</b>	<b>\$583,868</b>	<b>\$1,800</b>

\*Reimbursement Percent: 100%

That whereas, **Galveston County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on February 14, 2024, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Gulf Coast Environmental Crimes Task Force** and further identified by grant number **224-24-0840000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY24 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated 4/24/2024 and

Whereas, the Grantee desires to accept the FY24 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on February 14, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY24 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official’s designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

**Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):**

**X** **Border Security Report Requirement** – This Grantee is designated as a MVCPA Border Security Grant which is located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway. This designation requires grantee to provide additional report information required by the General Appropriations Act of the 87th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

**X** **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

**X** **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

**X** **Multi-agency Grant Operational Plan** – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

APPROVED AND ACCEPTED BY:

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*25.**

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25-201-0105-A

Auditor- Request transfer from Various Departments - Various Line Items to Various  
Departments - Various Line Items to fund county wide year-end cleanup for FY25

### Approval History

---

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/24/25 12:07 pm

---



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*26.**

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26-55-0105-A

Professional Services- Request transfer from General Fund - Budgeted Reserves to County  
Capital Projects Fund - Buildings to fund the Behavior Health Observation Unit Project

### Approval History

---

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/23/25 3:05 pm

---



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000451

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000451  
**Amendment Date** 01/05/2026  
**Description** 26-55-0105-A; Request transfer from General Fund - Budgeted Reserves to County Capital Projects Fund - Buildings to fund the Behavior Health Observation Unit Project.  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5913000:Transfers Out - Capital Projects	921010 Transfers and Reserves	1101 General Fund		Transfer to County Capital Projects			\$1,277,170.79	\$0.00	Request transfer from General Fund - Budgeted Reserves to County Capital Projects Fund - Buildings to fund the Behavior Health Observation Unit Project.	
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			\$0.00	\$1,277,170.79	Request transfer from General Fund - Budgeted Reserves to County Capital Projects Fund - Buildings to fund the Behavior Health Observation Unit Project.	

Behavior Health Observation Unit Project Project BA.pdf

**File Name** Behavior Health Observation Unit Project Project BA.pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 12/10/2025 10:07:56 AM



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000451

**Comment**

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/10/2025 10:45:28 AM	12/11/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/10/2025 11:00:42 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/11/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	12/11/2025 03:12:07 PM		Kenna Pruitt (Accounting Operations Lead)	1	Send Back Reason from Kenna Pruitt: Amount of BA does not align with support provided
Budget Amendment Event	Budget Amendment Event	Submitted	12/11/2025 03:15:20 PM	12/11/2025	Lee Clemmer	1	Lee Clemmer: Amount updated. Thank you!
Budget Amendment Event	Approval by Budget Specialist	Approved	12/11/2025 03:20:59 PM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/11/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/11/2025 03:39:20 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/12/2025 09:24:00 AM	12/13/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Sent Back	12/18/2025 09:29:01 AM	12/14/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: Update needed.
Budget Amendment Event	Budget Amendment Event	Submitted	12/19/2025 09:06:42 AM	12/11/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/19/2025 09:18:59 AM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/11/2025		0	



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000451

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 11:14:52 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 12:25:48 PM	12/21/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	12/19/2025 02:25:24 PM	12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/21/2025	Christie Motogbe (Finance Executive) Sergio Cruz (Finance Executive)	2	



*Christie Motogbe CPA*

1st Assistant County Auditor  
 County Auditor's Office

409-770-5337  
 ChristieJ.Motogbe@galvestoncountytx.gov  
 722 Moody Ave, 4th Floor, Galveston, TX 77550

**From:** Pitts, Mary <Mary.Pitts@galvestoncountytx.gov>  
**Sent:** Tuesday, November 25, 2025 11:55 AM  
**To:** Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>  
**Cc:** Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>  
**Subject:** RE: Budget Amendment for 12/22/2025 Court

Good morning, Christie,

I hope you're doing well. ARPA funding allocated for the construction contract with Sovereign Builders, Inc. DbA Construction LTD (721935) for the Mental Health EOU project is fully obligated under contract and change orders, not to exceed \$10,435,608.75. To cover the remaining project costs and fully satisfy the obligations of their contract, the table below outlines the additional General Funds (GFs) needed. Please let me know if further information is needed. Thank you and have a great day!

Project Information	ARPA Contract Amount	GF Contract Amount
<b>Phase III - Construction</b>	<b>\$10,435,608.75</b>	<b>\$1,277,170.79</b>
<ul style="list-style-type: none"> <li><b>Sovereign Builders Inc. DbA Construction, LTD / 721935</b></li> </ul>	<b>\$8,348,487.00</b>	<b>\$0.00</b>
RFP# B241016		
CM24129 / SC-0000543		
<b>Change Orders</b>		
CO #1	\$2,087,121.75	\$461,908.29
CO #2	\$0.00	\$112,010.17
CO #3	\$0.00	\$284,500.92
CO #4		\$418,751.41

Sincerely,



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*27.**

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26-56-0105-B

Tax Assessor Collector- Request transfer from within Tax Assessor/Collector - Office and Administration Supplies to Administrative Supplies to fund expenses under the appropriate ledger account

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/24/25 10:47 am



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000466

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000466  
**Amendment Date** 01/05/2026  
**Description** 26-56-0105-B; Request transfer from within County Tax Assessor/Collector - Office and Administration Supplies to Administrative Supplies to fund expenses under the appropriate ledger account.  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5311000:Office and Administration Supplies	151500 County Tax Assessor Collector	1101 General Fund		Administrative Supplies			\$0.00	\$54,100.00	Request transfer from within County Tax Assessor/Collector - Office and Administration Supplies to Administrative Supplies to fund expenses under the appropriate ledger account.	
FY2026 Annual (FY26 Amended Budget)	5310000:Administrative Supplies	151500 County Tax Assessor Collector	1101 General Fund		Administrative Supplies			\$54,100.00	\$0.00	Request transfer from within County Tax Assessor/Collector - Office and Administration Supplies to Administrative Supplies to fund expenses under the appropriate ledger account.	

Tax Office Admin Supplies.pdf

**File Name** Tax Office Admin Supplies.pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 12/16/2025 04:25:53 PM  
**Comment**

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/17/2025 04:48:49 PM	12/18/2025	Lee Clemmer		1



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000466

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Approved	12/17/2025 04:50:38 PM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/18/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/18/2025 12:04:40 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 08:03:32 AM	12/20/2025	Kathleen Moreno (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	12/19/2025 12:25:18 PM	12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/21/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		



Details View

Plan	Plan Period	Ledger Account	Worktags	Budget Amount	Currency	Book Code	Entry Type	Period	Budget Amendment Status
FY26 Amended Budget	FY2026 Annual (FY26 Amended Budget)	5311000:Office and Administration Supplies	Cost Center: 151500 County Tax Assessor Collector Fund: 1101 General Fund Spend Category: Administrative Supplies	\$54,100	USD		Amended	Oct	



Summary View >> Spend Category as  
Worktag - Actuals Amount,Actuals Amount

Spend Category as Worktag	Actuals Amount
Administrative Supplies	5,910
Total	5,910



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*28.**

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26-57-0105-C

Engineering- Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Coastal Restoration and Conservation - Professional Services to fund Texas City Hurricane Protection Levee Repair - Restore Act

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/24/25 11:10 am



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000470

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000470  
**Amendment Date** 01/05/2026  
**Description** 26-57-0105-C; Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Coastal Restoration and Conservation - Professional Services to fund Texas City Hurricane Protection Levee Repair - Restore Act.  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	610100 Coastal Restoration and Conservation	1209 GOMESA Coastal Conservation Fund		Professional Services			\$27,793.50	\$0.00	Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Coastal Restoration and Conservation - Professional Services to fund Texas City Hurricane Protection Levee Repair - Restore Act.	



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000470

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1209 GOMESA Coastal Conservation Fund		Budgeted Reserves			\$0.00	\$27,793.50	Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Coastal Restoration and Conservation - Professional Services to fund Texas City Hurricane Protection Levee Repair - Restore Act.	

Texas City Hurricane Protection Levee Repair - Restore Act.pdf

**File Name** Texas City Hurricane Protection Levee Repair - Restore Act.pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 12/18/2025 09:18:45 AM  
**Comment**

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/18/2025 09:18:46 AM	12/19/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/18/2025 09:23:56 AM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/19/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 11:12:53 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 11:13:59 AM	12/21/2025	Michael Shannon (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	12/19/2025 12:26:09 PM	12/21/2025	Diana Hualpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/21/2025	Christie Motogbe (Finance Executive) Sergio Cruz (Finance Executive)	2	

Texas City Hurricane Protection Levee Repair - Restore Act – No attachment



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*29.**

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26-58-0105-D

Engineering- Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Road & Bridge Department - Road Construction to fund Frenchtown Road Improvements

### Approval History

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Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/24/25 11:35 am

---



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000469

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000469  
**Amendment Date** 01/05/2026  
**Description** 26-58-0105-D; Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Road Department - Road Construction to fund Frenchtown Road Improvement project.  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5913000:Transfers Out - Capital Projects	921010 Transfers and Reserves	1209 GOMESA Coastal Conservation Fund		Transfer to County Capital Projects			\$480,000.00	\$0.00	Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Road Department - Road Construction to fund Frenchtown Road Improvements.	
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1209 GOMESA Coastal Conservation Fund		Budgeted Reserves			\$0.00	\$480,000.00	Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Road Department - Road Construction to fund Frenchtown Road Improvements.	

Frenchtown Road Improvement project.pdf

**File Name** Frenchtown Road Improvement project.pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 12/17/2025 04:45:17 PM



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000469

**Comment**

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/18/2025 08:37:59 AM	12/19/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/18/2025 08:39:10 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/19/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 11:12:27 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 12:24:11 PM	12/21/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	12/19/2025 02:25:53 PM	12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/21/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Frenchtown Road Improvement project – No attachment



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*30.**

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26-59-0105-E

Human Resources- Request transfer from General Fund - Budgeted Reserves to Human Resources - Other Contract Services to pay third-party staffing invoice

### Approval History

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Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/24/25 11:39 am

---



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000471

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000471  
**Amendment Date** 01/05/2026  
**Description** Request transfer from general funds - budgeted reserves to HR - other contact services.  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5481000:Miscellaneous Contract Services	155000 Human Resources	1101 General Fund		Other Contract Services			\$15,000.00	\$0.00	Request transfer from general funds - budgeted reserves to HR - other contact services.	
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			\$0.00	\$15,000.00	Request transfer from general funds - budgeted reserves to HR - other contact services.	

Robert Half Inv. 65641997.pdf

**File Name** Robert Half Inv. 65641997.pdf  
**Content Type** application/pdf  
**Updated By** Misty Reed  
**Upload Date** 12/18/2025 10:06:52 AM  
**Comment**

Process History



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000471

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	12/18/2025 10:06:53 AM	12/19/2025	Misty Reed	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	12/18/2025 10:13:13 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Date correction to 01/05/2026.
Budget Amendment Event	Budget Amendment Event	Submitted	12/18/2025 10:14:19 AM	12/19/2025	Misty Reed	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/18/2025 10:17:54 AM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-59-0105-E; Request transfer from General Fund - Budgeted Reserves to Human Resources - Other Contract Services to pay third-party staffing invoice.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/19/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/18/2025 10:46:49 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/18/2025 10:49:49 AM	12/20/2025	Misty Reed (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	12/18/2025 01:53:30 PM	12/20/2025	Diana Hualpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/20/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		



Page: 1  
 Invoice Date: 11/25/2025  
 Invoice Number: 65641997  
 Customer Number: 04090-000628000  
 Fed Tax ID: 94-1648752

PR: \_\_\_\_\_ PO: \_\_\_\_\_  
 PEID: 724404  
 Acct: 1101 155000 5481000

Professional Service Invoice - PAYABLE FIFTEEN (15)  
 CALENDAR DAYS FROM THE INVOICE DATE

**Personal & Confidential**  
 Chris Martinez  
 COUNTY OF GALVESTON  
 2nd Floor  
 722 Moody Ave  
 GALVESTON TX 77550

**Please Remit To:**  
 Robert Half  
 P.O. BOX 743295  
 Los Angeles CA 90074-3295

**Pay Online:** <https://www.roberthalf.com/pay>

Duplicate

Line	Candidate Placed	MAJACCT:	Candidate Start Date	Amount
1	Dorantes, Mauricio L	HO013-0000-00	12/04/2025	\$ 15,000.00

**TOTAL AMOUNT DUE: \$ 15,000.00**

We provide more timely and accurate information to the business community by sharing our accounts receivable information with National Credit Reporting Agencies.

Any questions regarding this invoice, please call or email:  
 (800) 356-1994 / [inquiries.srm@roberthalf.com](mailto:inquiries.srm@roberthalf.com)

For skilled technology professionals please call:  
 (800) 793-5533

Please detach and return this remittance stub with your payment.

Thank you for choosing Robert Half!

Robert Half  
 P.O. BOX 743295  
 Los Angeles CA 90074-3295

Customer Number	Invoice Number	Total Amount
04090-000628000	65641997	\$ 15,000.00

0409000062800065641997015000003



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*31.**

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26-60-0105-F

Emergency Management- Request transfer from General Fund - Budgeted Reserves to  
Emergency Management - Various Spend Categories to fund personnel adjustment

### Approval History

---

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/24/25 11:53 am

---



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000468

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000468  
**Amendment Date** 01/05/2026  
**Description** 26-60-0105-F; Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment.  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	291010 Emergency Management	1101 General Fund		Alternate Plan			\$162.00	\$0.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	291010 Emergency Management	1101 General Fund		Pension			\$244.00	\$0.00		
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	291010 Emergency Management	1101 General Fund		Medicare FICA payments			\$31.00	\$0.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	291010 Emergency Management	1101 General Fund		Salaries and Wages			\$2,049.00	\$0.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			\$0.00	\$2,490.00		
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	291010 Emergency Management	1101 General Fund		Unemployment Compensation			\$4.00	\$0.00		

Emergency Management 01.05 Personnel Breakdown.pdf

**File Name** Emergency Management 01.05 Personnel Breakdown.pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 12/17/2025 04:18:58 PM  
**Comment**

Process History



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000468

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/17/2025 04:47:51 PM	12/18/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/17/2025 04:49:27 PM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/18/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	12/18/2025 12:03:42 PM		Lauren Swift (Payroll Accountant)	1	Send Back Reason from Lauren Swift: Please correct Spend Category for Deferred Comp. Should be Alternate Plan (without the AUL at the end). Thank you.
Budget Amendment Event	Budget Amendment Event	Submitted	12/18/2025 01:03:49 PM	12/18/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/18/2025 01:04:47 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/18/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/18/2025 05:13:04 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 10:31:43 AM	12/20/2025	Jesse Ryholt (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	12/19/2025 12:27:22 PM	12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/21/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

<b>Department Name:</b>	<b>Fund Cost Center:</b>
Emergency Management	1101291010

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Emergency Management Specialist I	P100075	\$61,457.00	\$63,498.00	\$2,041.00	Salary Adjustment
		\$ 61,457.00	\$ 63,498.00	\$ 2,041.00	

Start Date	10/1/2025
End of Fiscal Year	9/30/2026
Net Work Days	261

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	2,049.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	31.00
TCDRS	5153000	244.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	162.00
Unemployment	5155000	4.00
<b>FY 2026 Fiscal Impact</b>		<b>2,490.00</b>

<b>FY 2027 Fiscal Impact</b>
<b>2,478.00</b>



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*32.**

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26-61-0105-G

Information Technology- Request transfer from within Information Technology - Technology Hardware to Radio Expenditures to fund radio application subscription.

### Approval History

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Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/24/25 11:56 am

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View Budget Amendment: Budget  
Amendment: FY2026 - Annual Budget Detail  
on 01/05/2026 : BAT-0000462

<b>Company</b>	The County of Galveston
<b>Plan Template</b>	Annual Budget Detail : FY26 Amended Budget
<b>Plan</b>	FY26 Amended Budget
<b>Organizing Dimension Type</b>	
<b>Amendment ID</b>	BAT-0000462
<b>Amendment Date</b>	01/05/2026
<b>Description</b>	Commissioner Apffel- This budget amendment reallocates funds from Technology Hardware to Radio Expenditures to cover the Motorola Radio Application subscription, a recurring cost that supports the ongoing operation and functionality of the County's radio communications system. The annual application licensing for the new Law Enforcement Motorola handheld radios provides critical officer safety functions, including emergency GPS location visibility, the ability to locate missing radios, and connectivity to the County's new CAD system.
<b>Amendment Type</b>	Budget Transfer
<b>Balanced Amendment</b>	Yes
<b>Entry Type</b>	Amended
<b>Status</b>	In Progress

Budget Amendment Entries



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000462

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5433000:law Enforcement Administration	159100 Information Technology	1101 General Fund		Radio Expenditures			\$95,500.00	\$0.00	This budget amendment reallocates funds from Technology Hardware to Radio Expenditures to cover the Motorola Radio Application subscription, a recurring cost that supports the ongoing operation and functionality of the County's radio communications system. The annual application licensing for the new Law Enforcement Motorola handheld radios provides critical officer safety functions, including emergency GPS location visibility, the ability to locate missing radios, and connectivity to the County's new CAD system.	



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000462

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	159100 Information Technology	1101 General Fund		Technology Hardware			\$0.00	\$95,500.00	This budget amendment reallocates funds from Technology Hardware to Radio Expenditures to cover the Motorola Radio Application subscription, a recurring cost that supports the ongoing operation and functionality of the County's radio communications system. The annual application licensing for the new Law Enforcement Motorola handheld radios provides critical officer safety functions, including emergency GPS location visibility, the ability to locate missing radios, and connectivity to the County's new CAD system.	

2c7ba716-8e10-4d9d-b3ed-67d921972bea.pdf

**File Name** 2c7ba716-8e10-4d9d-b3ed-67d921972bea.pdf  
**Content Type** application/pdf  
**Updated By** Lauren Michaels  
**Upload Date** 12/15/2025 11:35:03 AM  
**Comment**

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/15/2025 11:35:04 AM	12/16/2025	Lauren Michaels	1	



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000462

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Sent Back	12/18/2025 09:02:33 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please correct date to 01/05 & amendment type to "Budget Transfer". Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	12/18/2025 09:22:45 AM	12/16/2025	Lauren Michaels	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	12/18/2025 09:30:40 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Date correction
Budget Amendment Event	Budget Amendment Event	Submitted	12/18/2025 09:31:26 AM	12/16/2025	Lauren Michaels	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/18/2025 09:47:23 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/16/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 10:59:48 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 11:10:17 AM	12/21/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	12/19/2025 12:28:06 PM	12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/21/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

**Galveston County Sheriff's Office**

Billing Address: PO BOX 1418, Galveston, TX 77553

 Quote Date: 10/28/2025  
 Quote Expiration Date: 12/15/2025  
 Quote Created By: Jeffrey Bauman  
[jeffrey.bauman@motorolasolutions.com](mailto:jeffrey.bauman@motorolasolutions.com)

Customer: Galveston County Sheriff's Office

 Customer #: 1000225799  
 Contract Number:  
 Contract Modifier:  
 Contract Start Date: 05/05/2026  
 Contract End Date: 05/04/2027  
 Payment Cycle: IMMEDIATE  
 PO#:

Line #	Item Number	Description	Device	Term	List Price	Sale Price	Ext. Sale Price
1	LSV01S03082A	RadioCentral Programming	268	12 MONTHS	\$32.04	\$32.04	\$8,586.72
2	SSV01S01407A	SmartProgramming	268	12 MONTHS	\$144.00	\$75.00	\$20,100.00
3	SSV01S01406A	SmartConnect	268	12 MONTHS	\$144.00	\$75.00	\$20,100.00
4	SSV01S01476A	SmartLocate	268	12 MONTHS	\$144.00	\$75.00	\$20,100.00
5	SSV01S01907A	SmartMapping	268	12 MONTHS	\$144.00	\$75.00	\$20,100.00
6	LSV01S03082A	RadioCentral Programming	21	11 MONTHS	\$29.37	\$29.37	\$616.77
7	SSV01S01407A	SmartProgramming	21	11 MONTHS	\$132.00	\$68.75	\$1,443.75
8	SSV01S01406A	SmartConnect	21	11 MONTHS	\$132.00	\$68.75	\$1,443.75
9	SSV01S01476A	SmartLocate	21	11 MONTHS	\$132.00	\$68.75	\$1,443.75
10	SSV01S01907A	SmartMapping	21	11 MONTHS	\$132.00	\$68.75	\$1,443.75

Line 1-5: One year term from 05/05/2026-05/04/2027. (12 months).

Lines 6-10: Pro-rated eleven month ten day term from 05/05/2026-05/04/2027. (Priced for 11 months).

<b>Net Total</b>	\$95,378.49
<b>Estimated Tax</b>	\$0.00
<b>Estimated Freight</b>	\$0.00
<b>Grand Total</b>	\$95,378.49

DMS Essential is covered under the 268 devices until 05/04/2028.

DMS Essential is covered under the 21 devices until 05/25/2028.

Motorola's quote (Quote Number: 3362200 Dated: 10/28/2025) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Purchase Terms and Conditions govern the purchase of the Products. THE PURCHASE OF SUBSCRIPTION SERVICES REQUIRES MONTHLY OR ANNUAL PAYMENTS AND SUCH SERVICES ARE GOVERNED BY THE MOTOROLA SUBSCRIPTION SERVICES TERMS WHICH ARE SUPPORTING MATERIALS USED TO AFFECT THE SALE OF THE SERVICE. Motorola's Standard Terms of Use, Purchase Terms and Conditions and Subscription Services terms can be found at <http://www.motorolasolutions.com/msi/omterms>.



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*33.**

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26-62-0105-H

Engineering- Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/24/25 11:58 am



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000473

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000473  
**Amendment Date** 01/05/2026  
**Description** BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	296110 Building Inspector	2370 Flood Control Fund		Unemployment Compensation			\$50.00	\$0.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	296110 Building Inspector	2370 Flood Control Fund		Alternate Plan			\$3,449.00	\$0.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	296110 Building Inspector	2370 Flood Control Fund		Worker's Compensation			\$1,205.00	\$0.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000473

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	296110 Building Inspector	2370 Flood Control Fund		Pension			\$5,216.00	\$0.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	296110 Building Inspector	2370 Flood Control Fund		Medicare FICA payments			\$638.00	\$0.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	296110 Building Inspector	2370 Flood Control Fund		County Paid Health Insurance Premiums			\$9,577.00	\$0.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	296110 Building Inspector	2370 Flood Control Fund		Salaries and Wages			\$43,936.00	\$0.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	296100 Flood Control	2370 Flood Control Fund		Unemployment Compensation			\$0.00	\$50.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000473

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	296100 Flood Control	2370 Flood Control Fund		Alternate Plan			\$0.00	\$3,449.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	296100 Flood Control	2370 Flood Control Fund		Worker's Compensation			\$0.00	\$1,205.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	296100 Flood Control	2370 Flood Control Fund		Pension			\$0.00	\$5,216.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	296100 Flood Control	2370 Flood Control Fund		Medicare FICA payments			\$0.00	\$638.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	296100 Flood Control	2370 Flood Control Fund		County Paid Health Insurance Premiums			\$0.00	\$9,577.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000473

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	296100 Flood Control	2370 Flood Control Fund		Salaries and Wages			\$0.00	\$43,936.00	BA 26-62-0105-H; Request transfer from Flood Control - Various Line Items to Building Inspector - Various Line Items to fund personnel adjustments.	

BA Building Inspector\_01.05.26.pdf

**File Name** BA Building Inspector\_01.05.26.pdf  
**Content Type** application/pdf  
**Updated By** Gabriela De Los Santos  
**Upload Date** 12/18/2025 04:31:02 PM  
**Comment**

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/19/2025 08:30:16 AM	12/20/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/19/2025 08:33:44 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/20/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 10:55:55 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 11:10:44 AM	12/21/2025	Michael Shannon (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	12/19/2025 12:31:35 PM	12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/21/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Department Name:	Fund Cost Center:
Flood Control	2370 296100

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Floodplain Specialist	P100406	\$ 43,767.00	\$ -	\$ (43,767.00)	
		\$43,767.00	\$0.00	<b>(\$43,767.00)</b>	

Start Date	10/1/2025
End of Fiscal Year	9/30/2026
Net Work Days	261

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	\$ (43,936.00)
County Paid Health Ins Premium	5151000	\$ (9,577.00)
Medicare FICA Payments	5152102	\$ (638.00)
TCDRS	5153000	\$ (5,216.00)
Worker's Compensation	5156000	\$ (1,205.00)
Alternate Plan	5154000	\$ (3,449.00)
Unemployment	5155000	\$ (50.00)
FY 2026 Fiscal Impact		\$ (64,071.00)

FY 2027 Fiscal Impact	
\$	(42,342.00)

Department Name:	Fund Cost Center:
Building Inspector	2370 296110

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Floodplain Specialist	P100406	\$ -	\$ 43,767.00	\$ 43,767.00	
		\$0.00	\$43,767.00	\$43,767.00	

Start Date	10/1/2025
End of Fiscal Year	9/30/2026
Net Work Days	261

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	\$ 43,936.00
County Paid Health Ins Premium	5151000	\$ 9,577.00
Medicare FICA Payments	5152102	\$ 638.00
TCDRS	5153000	\$ 5,216.00
Worker's Compensation	5156000	\$ 1,205.00
Alternate Plan	5154000	\$ 3,449.00
Unemployment	5155000	\$ 50.00
FY 2026 Fiscal Impact		\$ 64,071.00

<b>FY 2027 Fiscal Impact</b>	
\$	<b>63,822.00</b>



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*34.**

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26-63-0105-I

Grant Administration - Request transfer from General Fund - Budgeted Reserves to Grant Administration - Various Line Items to fund expenses for marketing and cloud subscriptions services.

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/24/25 12:05 pm



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000474

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000474  
**Amendment Date** 01/05/2026  
**Description** BA 26-63-0105-I; Request transfer from General Fund - Budgeted Reserves to Grants Administration - Various Line Items to fund expenses for marketing and cloud subscriptions services.  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5414000:Accounting and Auditing Services	151900 Grant Administration	1101 General Fund		Cloud Subscription Services			\$3,200.00	\$0.00	BA 26-63-0105-I; Request transfer from General Fund - Budgeted Reserves to Grants Administration - Various Line Items to fund expenses for marketing and cloud subscriptions services.	
FY2026 Annual (FY26 Amended Budget)	5493000:Advertising and Legal Notices	151900 Grant Administration	1101 General Fund		Marketing and Advertising			\$5,000.00	\$0.00	BA 26-63-0105-I; Request transfer from General Fund - Budgeted Reserves to Grants Administration - Various Line Items to fund expenses for marketing and cloud subscriptions services.	



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000474

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			\$0.00	\$8,200.00	BA 26-63-0105-I; Request transfer from General Fund - Budgeted Reserves to Grants Administration - Various Line Items to fund expenses for marketing and cloud subscriptions services.	

No attachment needed.pdf

**File Name** No attachment needed.pdf  
**Content Type** application/pdf  
**Updated By** Gabriela De Los Santos  
**Upload Date** 12/18/2025 04:55:41 PM  
**Comment**

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/18/2025 04:55:42 PM	12/19/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/18/2025 04:57:28 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/19/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/18/2025 05:12:35 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 12:29:32 PM	12/20/2025	Diana Huallpa Trevino (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Not Required		12/19/2025		0	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/21/2025	Christie Motogbe (Finance Executive) Sergio Cruz (Finance Executive)	2	



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

35.

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Consideration of approval, approval with conditions or disapprove of Crystal Palm Estates subdivision

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/19/25 10:15 am

MICHAEL C. SHANNON, PE, CFM  
COUNTY ENGINEER



ELIZABETH ROBERTSON  
PLATTING & RIGHT-OF-WAY AGENT

THE COUNTY OF GALVESTON  
Office of the County Engineer  
Platting & Right-of-Way Division  
722 Moody, Galveston, TX 77550  
(409) 770-5399

December 19, 2025

Honorable Judge Henry  
and County Commissioners  
Galveston County, Galveston, Texas

Re: Crystal Palm Estates

Gentlemen,

The aforementioned subdivision plat is being presented to you. I recommend approving with conditions. The following condition should be met before the plat can be filed with the County Clerk's office:

- TxDOT permit for King Palm Lane to intersect with SH 87 needs to be submitted.

Respectfully,

A handwritten signature in blue ink that reads "ERobertson".

Elizabeth Robertson

Encl.

Cc: Michael Shannon, County Engineer

