

Appendix D: Galveston County Hurricane Ike, Round 2.2 Slum and Blight Guidelines

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Chapter I. INTRODUCTION

See Galveston County – Hurricane Ike Round 2.2 Housing Program Guidelines

Chapter II. PURPOSE

The Galveston County Hurricane Ike Round 2.2 Slum and Blight Program Guidelines were developed to serve as the basis for assisting program-eligible homeowners with the elimination of slum and blight. Under the Slum and Blight Program (SBP), this includes total removal of all standing structural components and any debris. The purpose is to address slum and blight on a spot basis, and assist in the removal of vacant, deteriorated or abandoned buildings. The program will address both voluntary and involuntary participation for any dwelling, building, structure, or property that is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; and is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions.

Chapter III. DEFINITIONS

The proposed standards are intended to ensure that the public health, safety and welfare are protected when structures are removed. For the purpose of these guidelines the following terms, phrases, works and their derivation shall have the meaning given in this section:

Demolition shall be defined as the demolition, removal, and disposal of an existing structure or structures including the foundation(s).

Demolition oversight services include assigning demolition contractors, demolition management and inspections.

Demolition oversight services include up to two (2) inspections per demolition project. Demolition agreements will be three (3) party contracts between Galveston County, the contractor and the applicant/owner (except in cases where the property is demolished on an involuntary basis).

The Demolition process includes the initial inspection, contractor selection, an inspection during the demolition, and a final inspection following demolition.

Structure shall be defined as buildings and/or partial buildings.

Chapter IV. PARTICIPATION

Voluntary Participation Applicants may submit an application for voluntary participation requesting demolition of an applicant owned structure. The subject property must be listed on the County list of properties determined to be in violation of the Chapter 343 Texas Health and Safety Code or equivalent city ordinance; if participating within an incorporated city.

Involuntary Participation The GCHAP program will utilize the “*Galveston County Nuisance Abatement Program*”, version 300-19-2005 which has identified structures for demolition and work with the Galveston County Nuisance Abatement Program. Only properties located in unincorporated areas will be considered for involuntary participation of this program.

Chapter V. VOLUNTARY ELIGIBILITY AND REQUIREMENTS

Applicants shall provide complete and accurate information regarding the eligibility criteria. Failure to disclose accurate and complete information which may affect eligibility requirements may be referred to the GLO for further action. Applicants shall be required to make full restitution to the County if applicants submit inaccurate or incomplete information to meet eligibility requirements. Requests for further assistance will be denied unless restitution is made in full.

The following are threshold requirements, which must be met for an applicant to be eligible for assistance under the voluntary slum and blight program.

Ownership All applicants must have had ownership interest in the property on September 13, 2008 and must currently own the property.

Location The Owner’s property must be located in Galveston County, and must be outside the city limits of the City of Galveston. These areas include unincorporated areas of Galveston County (excluding the City of Galveston) and includes: Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City, Freddiesville, San Leon, Bacliff, Crystal Beach, Gilchrist, Bolivar, Bayshore, and Tiki Island.

Type Single family, duplex, triplex, quadplex

Rental Units: The program will approve at a maximum, four (4) rental property units per owner and/or grant amount not to exceed \$40,000/\$10,000 a unit. For the purposes of this program a unit or property equates to each individual non-commercial property. This

means in cases of single family-one (1) unit, duplex-two (2) unit, triplex-three (3) unit and quadplex-four (4) unit structure, each residence will equate to a unit or property.

Hurricane Ike Damage The property must have been damaged by Hurricane Ike and the applicant has not been able to fully repair, or rebuild since the storm. Verification of Hurricane Ike damage may be in the form of one of the following—due to the length of time and subsequent storms, it may be difficult to attribute Hurricane Ike damage to the current condition of the property. In these cases, an inspection report is the preferred verification method:

- FEMA Claim Letter for Housing Repair
- SBA Loan for Structure for Ike recovery
- Insurance Claim paid for structure
- Inspection report in the event that the above-referenced documentation is not available, an inspection report (complete with photos of the damage and a written assessment of the damage) from a damage assessment conducted by a qualified inspector supplied by the GCHAP that certifies that the damage occurred as a result of the hurricane will be acceptable.
- Other equivalent documentation as determined by the Director of the Galveston County Housing Department

Child Support All applicant and/or co-applicants must be current on child support payments. If an applicant and/or co-applicant is not current on child support payments, he/she must enter a payment agreement and provide documentation. All applicants and household members above the age of 18 will provide an “Affidavit of No Child Support Received/Owed”.

Mortgage Liens The applicant will be required to submit the names and contact information of all valid and existing mortgage lien holders on the damaged property.

State Obligations The Program will adhere to all State regulations. As the disbursing entity, the County will not be required to search, determine amount and withhold State Agency lien and other obligations as the County is not the defined State Agency or Agent. In addition, the County in its role will be disbursing the funds directly to contractors performing the debris removal activity.

Vacancy Requirements All owners are restricted to properties in which all units are currently vacant. If property owner is found to have improperly asked a tenant to leave, or some other illegal displacement has occurred, the owner is not eligible to receive an award from the program, and may be subject to legal penalties.

Duplication of Benefits Eligible applicants may have previously received assistance from other sources. Under the requirements of “The Robert T. Stafford Disaster Assistance and Emergency Relief Act” (42 U.S.C. 5121, et seq.), as interpreted and applied by HUD, the General Land Office must take into account certain aid received by applicants in determining the amount of assistance which can be granted. The following are sources of funding assistance provided for structural damage and loss that are considered duplication of benefits, DOB, and under federal law must be deducted from the assistance provided:

FEMA Individual Assistance for Structure (IA): FEMA IA will be determined and verified by HBAP through the FEMA database. If an applicant is able to provide documentation demonstrating that the FEMA IA amount provided by the FEMA database includes non-structural related amounts, GCHAP will use the documentation provided by the applicant to adjust the FEMA IA payout amount. The documentation provided by the applicant must come from FEMA unless the General Land Office approves the use of affidavits that are self certified by the applicant which details the dollar amount of previous assistance.

FEMA National Flood Insurance Program (NFIP): Any payments for loss to the dwellings during Hurricane Ike under NFIP insurance policies may be deducted from the amount the applicant is eligible to receive. Payments for contents or other expenses are not deducted from the applicant’s award. GCHAP will verify payments by reviewing FEMA claim information provided by the Texas General Land Office or by providing a request for verification to FEMA. If an applicant is able to provide documentation demonstrating that the insurance proceeds amount provided by the FEMA database includes items not related to the structural loss, GCHAP will use the documentation provided by the applicant to adjust the insurance payout. The documentation provided by the applicant must come from the insurance company unless the General Land Office approves the use of affidavits that are self certified by the applicant and details the dollar amount of the funds received.

Private Insurance: All private insurance settlement amounts for loss to dwellings are considered a duplication of benefits and may reduce the amount of disaster assistance. Private insurance payments for contents or other expenses such as fences, storage sheds, etc., are not deducted from the applicant’s award.

Insurance proceeds are determined and verified by GCHAP by contacting the insurance company and verifying proceeds. If GCHAP is unable to verify the private insurance proceeds through the insurance company, GCHAP will use the claims payout provided by the applicant. If an applicant is able to provide documentation demonstrating that the insurance proceeds amount provided by the insurance company includes items not covered in the home evaluation or not paid to cover

structural loss, GCHAP will use the documentation provided by the applicant to adjust the private insurance payout. Mold remediation is not included in the home evaluation. Therefore, insurance payments to cover mold remediation are not deducted from an applicant's funding assistance award. The documentation provided by the applicant must come from the insurance company unless the General Land Office approves the use of affidavits that are self certified by the applicant and details the dollar amount of the funds received.

Increased Cost of Compliance (ICC): The program will determine duplication of benefits regarding ICC funds for elevation and/or demolition activities. If GCHAP is unable to determine the amount/or purpose of the ICC proceeds, GCHAP will use documentation provided by the applicant unless the General Land Office approves the use of applicant certified affidavits which details the dollar amount of the activity that is considered a DoB.

Small Business Administration (SBA): If the SBA has approved loan funds, the assistance is considered a duplication of benefit, and the amount of the loan may be deducted from the disaster assistance award. SBA will be determined and verified by GCHAP through the SBA database. If GCHAP is unable to verify the SBA qualifying loan amount through the SBA database, GCHAP will use the qualified loan amount provided by the applicant at the time of application. If an applicant is able to provide documentation demonstrating that the SBA amount provided by the SBA database includes amounts not loaned to cover structural loss, GCHAP will use the documentation provided by the applicant to adjust the SBA loan amount. The documentation provided by the applicant must come from SBA unless the General Land Office approves the use of applicant certified affidavits which details the amount of the SBA loan.

Contractor Fraud: If an applicant was a victim of contractor fraud, the amount paid to the contractor is not to be counted as a duplication of benefits provided the applicant filed a police report before the date of the application. If an applicant's mortgage company placed a force payment on insurance proceeds, the insurance amount may not count as a duplication of benefits. In such cases, the amount verified by GCHAP that was used for this purposes can be included in the DoB calculation if it is supported by a letter that is on company letterhead and signed by an authorized representative stating the applicant was required to use their disaster assistance funds for this purpose.

Legal Fees: Legal fees that were paid in successfully obtaining insurance proceeds will be credited to the applicant and will not be deducted as part of their duplication

of benefits. Applicants will need to provide evidence of payment and self-certify in accordance with GCHAP policy in order to be credited.

Tax Filings: Personal Income Tax filings related to losses to the home do not affect funding assistance awards and are not considered duplication of benefits. Applicants should consult their personal tax consultant to seek guidance regarding any tax related matters.

Calculating the Amount of Assistance: Documented expenses for home repair related to Hurricane Ike will be totaled and credited to the applicant. The cost of interim housing (rent, hotel payments, RV Purchase, motor home purchase, travel trailer purchase) while the damaged home was unlivable can be deducted from the DOB amount. Acceptable forms of documentation include:

- a. Copies of all receipts that support repairs to the home;
- b. Self-Certification statement that details home repair expenses and labor;
- c. Police reports, filed prior to application, that verify contractor fraud;
- d. Invoices confirming legal fees associated with insurance proceed collection; and
- e. Letter from the applicant's Mortgage Company or bank confirming a forced mortgage payoff or pay down.

In instances where home repair receipts do not fully account for the funds received, GCHAP will evaluate the repairs documented in the Self-Certification of Repairs and determine the value of the hurricane related repairs performed. Self-certified statements must be reviewed in detail by GCHAP.

The documentation provided by the applicant and the value assigned by GCHAP, as required, will be totaled and compared to the benefits received for Hurricane Ike home repairs.

Funds received from any source including flood insurance, FEMA and hazard insurance that were used to cover repair to the applicant's home do not reduce the amount of disaster assistance if the evidence of expenditures at least equals the amount of assistance provided from the source. Documentation must be provided demonstrating the cost and type of repair conducted. The value of the cost of the repair will be confirmed by a third party inspector.

Insurance Subrogation To receive assistance under this funding activity, the owner must subrogate claims for unpaid and outstanding insurance claims to the program.

Cost for Demolition Only The Program will confirm that the subject property is listed on the Galveston County list of properties determined to be in violation of Chapter 343 Texas Health and Safety Code and has been determined to be an “...*unmaintained premises that creates an unsanitary condition likely to attract and or harbor mosquitoes, rodents, vermin, or disease carrying pests;,,, a building that is structurally unsafe, poorly maintained, unsanitary, dilapidated or is a fire hazard and constitutes a hazard to public health and safety.*” Galveston County is following the “*Galveston County Nuisance Abatement Program*”, version 300-19-2005. All grant amounts will be based on damage to the dwelling, plus the funds necessary for the demolition to meet applicable local, state and/or federal building codes, and funds necessary for mitigation efforts to reduce the impact of future storms. The cost for demolition will include necessary environmental mitigation cost(s) not to exceed the maximum benefit. If the total costs for demolition and the environmental mitigation costs exceed the maximum benefit, the applicant will be required to provide the gap funding. The cost for demolition may include additional expenses related to municipal and/or health or safety related conditions specific to building site or location. Properties located in the city limits must be in violation of the city ordinances similar to Chapter 343 of the TH&SC. The cities must provide documentation showing that property is in violation of their ordinance.

Unforeseen Conditions Assessment & Determination Upon demolition clearance of property, the assigned demolition contractor will conduct all due diligence activities prior to starting demolition to discover any potential unforeseen circumstances. If in the event any unforeseen conditions are discovered during the course of the demolition, the contractor will then prepare a Change Order and submit to the Program’s demolition manager. In the event that the demolition cost including the change order does not exceed the \$10,000 per unit which is the maximum demolition only benefit, the change order will be approved and added to the contract provided the costs are reasonable and in accordance with similar services provided on other demolition projects as determined by the County’s demolition manager. Any instances in which the original cost of the demolition plus the change order amount exceeds \$10,000 will be reviewed and approved on a case by case basis by Galveston County Director of Housing or a designee.

Chapter VI. INVOLUNTARY ELIGIBILITY AND REQUIREMENTS

The structure(s) shall be required to meet eligibility requirements. The following are threshold requirements, which must be met for structure(s) eligible for assistance under the involuntary slum and blight program.

Cost for Demolition Only The Program will confirm that the subject property is listed on the Galveston County list of properties determined to be in violation of Chapter 343 Texas Health and Safety Code and has been determined to be an “...*unmaintained premises that creates an unsanitary condition likely to attract and or harbor mosquitoes, rodents, vermin, or disease carrying pests;,,, a building that is structurally unsafe, poorly maintained, unsanitary, dilapidated or is a fire hazard and constitutes a hazard to public health and safety.*” Galveston County is following the “*Galveston County Nuisance Abatement Program*”, version 300-19-2005. All grant amounts will be based on damage to the dwelling, plus the funds necessary for the demolition to meet applicable local, state and/or federal building codes, and funds necessary for mitigation efforts to reduce the impact of future storms. The cost for demolition will include necessary environmental mitigation cost(s) not to exceed the maximum benefit and the required citation by publication. If the total costs for demolition and the environmental mitigation costs exceed the maximum benefit, the applicant will be required to provide the gap funding. The cost for demolition may include additional expenses related to municipal and/or health or safety related conditions specific to building site or location.

Unforeseen Conditions Assessment & Determination Upon demolition clearance of property, the assigned demolition contractor will conduct all due diligence activities prior to starting demolition to discover any potential unforeseen circumstances. If in the event any unforeseen conditions are discovered during the course of the demolition, the contractor will then prepare a Change Order and submit to the Program’s demolition manager. In the event that the demolition cost including the change order does not exceed the \$10,000 per unit which is the maximum demolition only benefit, the change order will be approved and added to the contract provided the costs are reasonable and in accordance with similar services provided on other demolition projects as determined by the County’s demolition manager. Any instances in which the original cost of the demolition plus the change order amount exceeds \$10,000 will be reviewed and approved on a case by case basis by Galveston County.

Chapter VII. ENVIRONMENTAL REVIEW

An Environmental Review Record (ERR) will be performed at the Program’s expense. The proposed project activities require an Environmental Assessment (EA) level of review per HUD Regulations at 24 CFR Part 58.40 Subpart E unless otherwise described. Where

appropriate, the ERR will be tiered in accordance with the U.S. Department of Housing and Urban Development's (HUD) regulations at 24 CFR Part 58.15. A tiered approach allows the environmental review and analysis to be streamlined by evaluating impacts of functionally and geographically aggregated activities. The tiered ERR will consist of a broad review (including a written strategy), and site-specific reviews. The ERR for multifamily housing with five or more dwelling units will also include a Phase I Environmental Site Assessment in general accordance with the scope and limitations of ASTM Practice E 1527-05 and 40 Code of Federal Regulations 312 "All Appropriate Inquiry". For an activity determined to be exempt according to 24 CFR 58.34 or Categorically Excluded Activities Not Subject to the Section 58.5 statutes [24 CFR 58.35(b) , the ERR will consist only of documentation of compliance with the Statutes and Regulations listed at 24 CFR 58.6 (Floodplain Disaster Protection Act, Coastal Barriers Resources Act, Airport Runway Clearzone or Clear Zone Disclosure).

The ERR is a separate and distinct review from any other review. Other previously performed (or applicant-provided) environmental reviews will not satisfy the Program's requirements. If an applicant fails the environmental review, they will not be eligible to participate in the Program.

Broad Review

An initial broad environmental review will be conducted at the programmatic level relative to the proposed activities and environmental compliance factors in the target area (Galveston County excluding City of Galveston). This broad analysis helps eliminate unnecessary and repetitive evaluation of certain compliance factors during site/activity review once individual activity sites are identified and evaluated. The broad review will evaluate proposed activity impacts in an aggregated way as determined by the potential for impacts relative to the nature of the protected or regulated resource or environmental standard. The broad environmental review will address the Laws and Authorities on HUD's Statutory Checklist (24 CFR Part 58.5) and other requirements outlined in 24 CFR Part 58.6, and will also include the National Environmental Policy Act (NEPA) Environmental Checklist. A written strategy and a Site Specific Compliance Documentation Checklist for site specific review will be developed.

The following compliance factors will be addressed in the broad review:

- Coastal Zone Management
- Sole Source Aquifers
- Wild and Scenic Rivers
- Air Quality
- Farmland Protection
- Environmental Justice

- Land Development
- Socioeconomic Factors
- Community Facilities and Services
- Natural Features

Site Specific Review

In several areas, it is anticipated that the broad review will result in compliance or consistency findings for the HUD defined environmental review topics, and no further environmental review of those topics at a site specific level will be necessary. Because impact findings cannot be made for all factors in the broad review, a site specific environmental review will be conducted for each activity address all other site-specific compliance factors, which are:

- Historic Properties
- Floodplain Management
- Wetland Protection
- Endangered Species
- Noise Control and Abatement
- Explosive and Flammable Operations
- Airport Hazards (Runway Clear Zones and Clear Zones/Accident Potential Zones)
- Contamination and Toxic Substances
- Coastal Barriers Resources

The Site Specific Review will include four potential steps:

Step 1 – Initial Review: An environmental assessor will review the applicable property data including the date of construction, tax card information, damage estimates, description of work required, environmental site visit documentation, site observations and photographs, relevant environmental data from coordinating agencies, and GIS Information. If the applicant’s home meets the prescribed criteria and no environmental issues are identified, the environmental review will be concluded. However, if a potential environmental issue is identified further investigation will be performed.

Step 2 – Issue Analysis: If the Initial Review reveals a potential environmental issue, further analysis will be required. This analysis may require follow-up site visits or additional research, performing asbestos containing material (ACM) survey and remediation in accordance with EPA, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Texas Department of State Health Services environmental regulations. A program counselor will schedule required follow-up visits in order to

perform the necessary analysis. Applicants will be notified if they are required to be present for these follow-up visits.

Step 3 – Issue Mitigation: Any issue that cannot be cleared through Issue Analysis will need to be mitigated either before or during Program construction. The Program may pay for mitigation of issues identified during the environmental review if it is deemed an eligible activity. Applicants will receive all federally required notifications as well.

Step 4 – Mitigation Monitoring and Clearance: Depending on the mitigation required for an individual home, several tasks are possible: approval of mitigation plan, monitoring of mitigation tasks, mitigation progress inspections, and mitigation clearance.

Chapter VIII. DEMOLITION MANAGEMENT AND OVERSIGHT

Initial Inspection/Scope of Work (SOW) Estimate The GCHAP will closely monitor demolition progress through onsite inspections. Contractors are expected to manage the coordination of subcontractors hired to complete specific pieces of the project. Contractors are required to comply with labor requirements and, oversee the performance of all trade contractors and are responsible for ensuring that all work is completed on schedule.

The GCHAP will oversee the progress of construction activities, ensuring that Contractors satisfactorily complete all demolition related activities for which they are responsible. Oversight includes ensuring that contractors; obtain all necessary permits and licenses, comply with all contractual obligations, and direct or monitor compliance with building and safety codes and other regulations. The GCHAP will recommend appropriate course of action in the event that any Contractor is not in compliance of program requirements.

Contractor Selection/Request for Qualifications (RFQ Process) The GCHAP will issue a Request for Qualifications to procure demolition contractors to work in this program.

Contractor Responsibilities Demolition contractors will be responsible for:

- Accomplishing demolition as required by Program;
- Disposing of all demolition waste, accordance with State and Federal environmental regulations; and
- Abiding by all contractor obligations contained with the Demolition Agreement and signed by the contractor.

Contractor Performance Evaluation Demolition contractors will be subject to a Program performance evaluation by the Program Manager on a re-occurring basis to assess their performance. This evaluation may include, but not necessarily be limited to:

- Demonstrated professionalism;
- Adherence to demolition schedules;
- Quality of work performed to date;
- Demonstrated safety performance;
- Capacity (insurance and demolition) related to number of jobs in progress;
- Applicant/owner satisfaction; and
- Other PM defined performance criteria.

Permits and Codes The demolition contractor will be responsible for documenting and obtaining all necessary permits or other municipal documentation evidencing municipal inspection for each job site. The permits will be available upon request at the site.

Quality Control and Inspections Inspections for the purpose of quality control will be performed periodically by the Program Manager or a designee on all demolition projects to ensure consistency and performance with the Program.

Chapter IX. DISBURSEMENTS

Funds will be distributed to contractors once demolition and or debris removal has been completed. All payment requests will be made in writing by the contractor using the GLO Form 11.04, Building Contractor Request for Payment. All requests for payment will include an attached itemized list of costs and fees accomplished to date. Inspection of the work completed, will be performed usually within one (1) business day, prior to submitting the GLO Form 11.04. Payments will be made to the demolition contractor only upon approval of the contractors request for payment. The disbursement shall be made only after all demolition work has been completed, and subject to satisfactory submission of GLO Form 11.04 signed by demolition contractor and demo inspector. Funds will be disbursed by Galveston County to demolition contractors performing the work. A contractor is ineligible for a disbursement if the work is not done according to Federal, State, and/or local codes; or if the work fails the inspection conducted by demolition inspector; or the payment is requested for work not included in the original work order or subsequent change order.

Chapter X. OUTREACH

The voluntary slum and blight program will be open for the public. Persons who wish to apply for will be asked to submit an application. The public will be notified for the voluntary slum and blight as available through a broad distribution.

The involuntary slum and blight program will utilize the Galveston County Nuisance Abatement Officer's list to identify properties.

Chapter XI. REPORTING REQUIREMENTS AND RECORD RETENTION

The GCHAP will maintain compliance in accordance with reporting requirements under GLO's CDBG Disaster Recovery Program. This includes all information and reports as required under the GLO contract with Galveston County and demographic data relevant to Affirmatively Furthering Fair Housing and Civil Rights compliance as required by the Conciliation Agreement.

The GCHAP shall maintain accurate files and records on each applicant. All pertinent documentation shall be maintained for five years after program close out. Such files shall be open for public inspection in accordance with the Texas Public Information Act, and be available at the Galveston County office.