COMMISSIONERS COURT MINUTES

10 1-8-79 - 9-17-79

FORT BEND COUNTY

RECULAR SESSION

THE STATE OF REXAS)
COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 8th day of January 1979, the Commissioners'
Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Special Session of December 18th, 1978.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the following change in Depository Pledge Contract:

The First National Bank of Richmond, Texas to pledge an additional \$200,000.00 U.S. Treasury Bills due 3/15/79, Receipt #307947.

RE: APPROVAL OF SALARIES FOR ELECTED OFFICIALS AND COUNTY EMPLOYEES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court approved a 5% raise for all Elected Officials. For all employees who are on monthly salary a mandatory raise of 5% or \$50.00, whichever is greater and a 2% merit raise at the discretion of the Department Head based on the 1978 base salary. For employees whose salary is based on an hourly wage a mandatory raise of 5% of present hourly wage, minimum 25¢ per hour, and a 2% merit raise at the discretion of the Department Head based on the 1978 hourly wage.

PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS, County of Fort Bend.

•	January A. D. 1979, personally appeared before the
undersigned, a Notary Pul	olic in and for said county and state,
John Black	Publisher of The Herald-Coaster, a newspaper published at
Rosenberg, County of Fort	Bend, State of Texas, who, being by me duly sworn, on oath, states that

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the advertisement, a true copy of which is hereto annexed, was published in said newspaper in

one issues thereof on the following dates December 28. 1979

- A. D. 19-

Subscribed and sworn to before me, this the _____ day of _____ January

A. D. 19_79

Notary Public in and for Fort Bend County, Texas

Public Notices

The Fort Bend County Commissioners' Court at its regular weekly meeting at 9:00 A.M. Monday, January 8:1979 at the Courthouse in Richmond will consider raising the salary of all elected County Officials. The present elected Officials and their present and proposed yearly salarles are listed below:

		and the second s
ELECTED	PRESENT	PROPOSED
OFFICIALS		1979 SALARY
OFFICIACS	1978 SALARY	
County Judge	\$21,780.00	\$22,872.00
County Clerk	\$21,780.00	\$22,872.00
County Tax Collector-Assesso	r \$21,780.00	- \$22,872.00
District Clerk	\$21.780.00	\$22,872,00
County Treasurer	\$21,780.00	\$22.872.00
	\$21,780.00	\$22,872.00
County Court At Law, Judge	\$10,314,96	\$10,830,72
Justice of Peace, Pc1.1	\$10,314.96	\$10,830,72
Justice of Peace, Pct.2		\$10,830.72
Justice of Peace, Pct. 3	\$10,314.96	\$10.830.72
. Justice of Peace, Pc1.4	\$10,314.96	
Constable, Pct.1	\$13,416.48	\$14,087.28
Constable, Pct.2	8 6 . 8 9 9 8 8	\$7,244.88
Constable, Pcf.3	38,468.04	\$14,087.28
Constable, Pcf.4	\$ 4,530.24	\$ 4,756.80
County Sheriff	\$21,780.00	\$22,872.0G
Commissioner, Pct.1	\$71,780.00	\$27,872.00
Commissioner, Pct.2	\$21,760.00	\$22,872.00
Commissioner, Pct.3	\$21,780.00	\$22,872.00
Commissioner, Pct.4	\$21,760.00	\$22,672.00

Signed:

Josh Gates, County Judge Fort Bend County Richmond, Texas,

RE: DESIGNATION OF REPRESENTATIVE TO HOUSTON-GALVESTON AREA COUNCIL GENERAL MEMBER-SHIP BODY AND EXECUTIVE COMMITTEE FOR 1979:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H.

Helwig, and duly passed, the court appointed the following to the General Membership

Body of Representative - Houston-Galveston Area Council for 1979. County Judge

Jodie E. Stavinoha and Commissioner Tony Jebbia. Commissioner Johnnie Pustka as

Alternate for County Judge Jodie E. Stavinoha and Commissioner W. Lee Schmidt

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as Alternate for Commissioner Tony Jebbia.

teriol temperature distributed the street region of the first of the control of t

Designation of Representative- Houston-Galveston Area Council Executive Committee for 1979 is County Judge Jodie E. Stavinoha and Commissioner Johnnie Pustka as alternate.

APPROVE MEMBERSHIP DUES FOR HOUSTON GALVESTON AREA COUNCIL FOR YEAR 1979;

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the Membership dues to Houston Galveston Area Council in the amount of \$2,092.56 for the year 1979.

E RE: ACCEPT LETTER OF RECOGNITION FOR MRS. FLO BERKMAN FOR SERVICE TO THE COMMUNITY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court accepted the letter of recognition for Mrs. Flo Berkman for service to the community, as follows:



January 5, 1978

Mrs. Flo Berkman P. O. Drawer J Simonton, Texas 77476

Dear Mrs. Berkman:

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As you leave the Fort Bend County Child Welfare Board, we, as representatives of the citizens of the county, want to recognize your outstanding and meritorious service to children. We appreciate your unselfish giving of time and energy for the past seven years as a member and then as chairperson of the local board.

We extend our continued support for your involvement in protective services to children as a representative to the State Council of Child Welfare Boards and as president of the Regional Council of Child Welfare Boards.

Sincerely,

JØDIE E. STAVINOHA

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COUNTY JUDGE

Johnnie Pustka

County Commissioner, Pct. 1

W. Lee Schmidt

County Commissioner, Pct. 2

County Commissioner, Pct. 3

County Commissioner, Pct. 4

OFFICE OF

JODIE E. STAVINOHA COUNTY JUDGE

FORT BEND COUNTY

RE: APPROVE HOLIDAY SDCHDULE FOR 1979;

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the following Holiday Schedule for 1979:

NEW YEARS DAY JANUARY 1st

TEXAS INDEPENDENCE DAY MARCH 2nd

SAN JACINTO DAY APRIL 21st

GOOD FRIDAY APRIL 13th

MEMORIAL DAY MAY 28th

INDEPENDENCE DAY JULY 4th

LABOR DAY SEPTEMBER 3rs

FAIR DAY OCTOBER 3rd
VETERAN'S DAY NOVEMBER 11th

THANKSGIVING DAY NOVEMBER 22nd

CHRISTMAS HOLIDAYS DECEMBER 24th - 25th

If any of these days fall on Sunday, the following Monday will be observed.

If any of these days fall on Saturday, the preceding Friday will be observed

RE: APPOINT GRIEVANCE COMMITTEE FOR PERIOD OF JANUARY 1, 1979, THRU DECEMBER 31, 1979:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved to appoint a Grievance Committee for the period January 1, 1979 thru December 31, 1979, made up of the following members.

County Judge, Jodie E. Stavinoha (Chairman who shall not be entitled to vote.) Sheriff, Ervin Hurta

County Tax Assessor-Collector, Betty J. Hanzelka

County Treasurer, M. Elizabeth Williams

County Clerk, Pearl Ellett

District Clerk, Irene Wleczyk

District Attorney or Criminal District Attorney, William A. Meitzen and three residents of the County drawn at random from the names of all persons who served on grand juries in the county during the preceding calendar year, a number sufficient to establish the total voting membership of the committee at nine members. The three names drawn at random are as follows:

Mr. Robert Brown, Jr., 802 Avenue D. Rosenberg, Texas 77471 Mrs. Barbara Baxter, 226 Lombardy, Sugar Land, Texas 77478 Mr. Alfred Nulisch, 610 Venice Road, Sugar Land, Texas 77478

RE: ACKNOWLEDGE RECEIPT OF CHECKS FROM THE GEROGE FOUNDATION:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court acknowledged receipt of checks from the George Foundation and accepted. The Court to write a letter of thanks to the Attorneys representing the George Foundation for their generosity.

The following being checks for grants to the county for the purposes indicated.

(2) A check for \$250,000 which is an additional contribution for the preservation and restoration of the historic Fort Bend County Courthouse. We have previously given the County a substantial grant for this purpose and the enclosed \$250,000 should be enough to provide all of the estimated mechanical renovation for the building itself. The greatest risk of possible loss of the building is through fire or other destruction which normally is triggered by some type of faulty mechanical or electrical

system in the building. This grant with the subsequent grant should be more than sufficient to certainly do the mechanical restoration, at all phases, for the County Courthouse and hopefully provide for additional funds for the continued use of that courthouse as the primary seat of the various courts of the county.

(3) You will likewise find attached hereto a check for \$50,000 as a grant to the Fort Bend County Historical Museum Association for their various projects of historic restoration and the operation of the County Museum in Richmond. We commend the Association on the selection of Mrs. Ott as its new director and are sure that it will continue to have a very significant role to play in maintaining the historic character of the county for future generations.

\ \tilde{\mathcal{O}} \ \text{RE:} \ \ \text{APPROVAL OF PLAT FOR K-MART STORE IN STAFFORD, TEXAS A RESERVE IN CLARK PLAZA ONE SECTION 1:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the plat for K-Mart Store in Stafford, Texas, a reserve in Clark Plaza One Section 1, a Subdivision of 7.743 acres out of the William T. Neal Survey, Abstract 61, Fort Bend County, Texas.

) | RE: TRANSFER OF FUND TO PAY DEPUTY CONSTABLE FOR PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized the Transfer of £und monies out of Road & Bridge Precinct #4 fund to Constable fund of Precinct #4 to pay the Deputy Constable for Precinct #4, in the amount of \$17,000.00. Being an unforseen emergency

12 RE: APPROVE OFFICIAL BONDS FOR ELECTED OFFICIALS:

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On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie
Pustka, and duly passed, the court approved the Official Bonds for Elected Officials
and to be recorded in the Official Bond Records of Fort Bend County, Texas.

7 RE: TRANSFER OF AUTOMOBILE FROM COMMISSIONER PRECINCT #4 TO THE INVENTORY OF OF CONSTRABLE OF PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner
W. Lee Schmidt, and duly passed, the court authorized that the car which is being
provided the Deputy Constable in Precinct #4 be transferred from the Commissioners
inventory to the inventory of the Constable of Precinct #4.

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On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the plat of Town West Section 4, a Subdivision of 98.49433 acres of land out of the Benjamin M. George Survey A-175 of Fort Bend County, Texas.

\S RE: DISCUSSION OF BOND SALE SCHEDULE FOR NEW JAIL BY FRANK ILDEBRANDO:

The court had a discussion with Frank Ildebrando on the Bond Sale Schedule for the New Jail and to create a rating on Bond Sale.

RE: PERMISSION FOR THE PROBATION OFFICE TO UTILIZE SPACE ABOVE THE CITY HALL IN RICHMOND, TEXAS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized the Probation office to move to the upper floor of the City Hall in Richmond, Texas. This space to be utilized thru April 2, 1979.

RE: APPROVE EMPLOYMENT OF A FULL TIME CLERK FOR THE JUSTICE OF PEACE PRECINCT #4: AND AMEND BUDGET:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia the court authorized the employment of Bonnie Woolsey, as a full time clerk for the Justice of Peace in Precinct #4.

Amend the budget out of the General Fund Balance in the amount of \$7,015.44 for salary, \$430.04 for Social Security, \$553.91 for Retirement and \$1,557.21 for Insurance. Total of \$9.556.60.

This amendment to budget being an unforseen emergency.

There being no further business the court recessed at 12:15 o'clock P.M.

The court re-convened at 1:30 o'clock P.M. when the following orders were had.

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court approved the contract for the collection of delinquent taxes with Lester Van Slyke, Jr., and Steven John Gilbert for a period from January 8th, 1979 to December 31, 1980. Waiver, Resolution and Order and Contract as follows:

	WAIV	ER		•
CTATE OF TOWAR		•	•	
STATE OF TEXAS		·		
COUNTY OF FORT BEND	_			·
I, the under signed	L DISTRICT v Attorney of	FORT BEND		County, Texas do
hereby acknowledge that the Commission	ners' Court of the	said County has not	tissed me to file sui	t for the collection
of delinquent taxes in said county; howe	ver, due to the fact	that it would be pl	ysically impossible f	or me to personally
file and handle such suits, and at the sai	me time to properl	y discharge the othe	r duties of my offic	e, and to the further
fact that the statutes do not provide adequ	ate compensation fo	r a County Attorney	to file and to prosecu	te suits for delinquen
taxes, but do make adequate provisions	for other attorneys	to handle the same	e, I do hereby decli	ne to file such suits
do hereby waive the thirty days written	notice provided in	Article 7335, Revis	ed Civil Statutes, a	nd do hereby agree
that the Commissioners' Court of said C	County may contract	et with some other	competent attorney	to enforce or assist
in the enforcement of the collection of c	delinquent State and	d County taxes.		
Witness my hand this, the	SFL day of _	Ancing	A.D.,	1979.
· · · · · · · · · · · · · · · · · · ·		1	1-1-	
	1	CRIMINAL DI	STRICTATION	1
e ^r	NEW	Term Expires DE	CEMBER 31.	19 82
		FORT		·
	•		County, Texas	
STATE OF TEXAS	•			
COUNTY OF FORT BEND				
I, Pearl Ellett		County Cle	rk of Fort Bend	
County, Texas, do hereby certify that th	e above and forego	ing is a true and co	orrect copy of a cer	rtain waiver execute
by W. A. Meitzen	County Attorne	y, of Fort B	end	County, as the same
appears of record igykkkkkxxxxxkkgxxxx	of the minutes of	the Commissioners*	Court of Fort Be	nd County
Given under my hand and sea	l of office, this 9	day ofJanu	19 <u>79</u>	•
	· ·		2.0 5.00	//
en e	•		Att. Collect	7

Fort Bend

County, Texas

RESOLUTION AND ORDER

On this the 8th day of January	19 79, at a Regular meeting
of the Commissioners' Court of Fort Ben	
the making of a contract for the collection of delinquent tax	•
Commissioner of Precinct No. 3, seconded by	
•	er of Public Accounts and Attorney General of Texas said
	nd enter into a contract with Lester Van Slyke Jr
+ Steven John Gilbert kalicensed attorney, for the latter t	
amount of taxes, penalty and interest collected, said contra	
with six months thereafter to complete pending suits, requiri	
and to be on forms currently promulgated and recommend	ed by the State Comptroller.
Said motion being put to vote, it carried by	a vote of 4 to 0. Those voting "Aye" were:
	Johnnie Pustka, Commissioner Precinct #1
	W. Lee Schmidt, Commissioner Precinct #2
	Tony Jebbia, Commissioner Precinct #3
	Ed. H. Helwig, Commissioner Precinct #4
	Three voting this?
	Those voting "No" were:
	None

It is therefore ordered that said contract be prepared and executed, submitted to the Comptroller of Public Accounts and Attorney General of Texas, and if approved by them, recorded in the minutes of this Court.

County Commissioner
Precinct No. 1

County Commissioner
Precinct No. 2

Commissioner Preinct No. 3

County Commissioner
Precinct No. 4

State of Texas, hereinafter styled Second Party:

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise, and to aid and assist the local officers in the enforcement of the collection of all delinquent State and County ad valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except taxes of independent school districts and incorporated cities and towns collected by the County Tax Collector on a separate tax roll) due any and all political subdivisions or defined districts of said county and State which are listed on the County tax roll and which the County Tax Collector receives and receipts for, under the provisions of Article 7254, Revised Statutes, 1925, and shown to be delinquent upon the delinquent

tax records of said county from 1939 to the date of the termination of this contract as fixed in Section IX hereof (including such personal property or insolvent taxes as the Commissioners Court and Second Party mutually deem collectible.)

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Taxes which become delinquent during the term of this contract shall become subject to the terms of this contract on July 1st of the year in which the same shall become delinquent. And further, with reference to taxes which may have fallen delinquent on February 1st or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years delinquent taxes, Second Party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after July 1st of such year; and where the State and County are impleaded or intervene in a suit brought by another taxing unit, it shall be Second Party's duty to include in his answer or intervention all taxes delinquent before trial on the property involved, regardless of when such taxes become delinquent; and in all such cases Second Party shall be entitled to the commission herein provided for collecting delinquent taxes.

Ш.

Second Party is to call to the attention of the County Tax Collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work and all charges on the tax rolls that show from 1939 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts, double renditions, illegal assessments, etc. A certificate shall be prepared on forms furnished by the State Comptroller of Public Accounts. Austin, Texas, showing how such errors came about, and which shall be sufficiently full and complete as to justify the Commissioners Court in ordering a certificate issued, and that will meet with the approval of the Comptroller of Public Accounts, Austin, Texas.

IV.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such taxes, with a view of collecting same; and shall, before filing suits for the recovery of delinquent taxes for any year or years prepare delinquent tax statements, and shall mail a tax notice to the owner or owners of said property at their last known address, covering all delinquent taxes shown to be due on the tax rolls of said county. This tax notice shall state the year or years delinquent, the amount of tax, penalty and interest due up to the date the tax notice is mailed and a correct description of the property. Second Party shall keep adequate records of the tax notice mailed so that the Tax Assessor-Collector of said county can verify that such notices were mailed. Once the tax notice has been mailed to the owner or owners as shown on the tax roll, the records of tax notices mailed and the tax statement shall be made available upon request to the Tax Assessor-Collector of said County at the Tax Assessor-Collector's office for his information and use. In the event that the taxes, together with penalty and interest, are not paid within thirty (30) days from the date such notices are mailed, then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the colletion of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts; and where there are several lots in the same addition or subdivision delinquent, belonging to the same owner or owners, all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

V.

Second Party, in preparation for mailing notices for the enforced collection of delinquent taxes on real property, shall, on the tax statements prepared under Section IV, show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres so delinquent and a correct description of the property, the year or years delinquent, and how it was charged upon the tax roll. This statement shall further contain the name of the owner or owners of the property at the time it became delinquent as indicated by the delinquent tax records.

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Further when suit becomes necessary this statement shall also indicate the current owner, the Volume and Page of public record of his or their Deed or other title evidence which is of record and any other pertinent information gained through a diligent search. It shall further show the name of any and all outstanding lien-holders of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of delinquent taxes. Second Party shall perform these services at his own cost and expense; however, where it is necessary to file suit for the enforced collection of delinquent taxes on real property. Second Party shall have the authority to procure on behalf of First Party the necessary additional data and information as to the name, identity and location of necessary parties and in the procuring of necessary legal descriptions of the property and may sue in the name of First Party for the recovery of the actual cost of this information as court costs, as authorized by Article 7345B, Section 6, Vernon's Annotated Civil Statutes. It is agreed and understood that First Party will not be liable for any of the above mentioned cost.

VI.

Second Party shall prepare, or aid and assist the County or District Attorney in preparing, all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this contract and be so reported on Comptroller's forms provided therefor, may be collected; and when collections are not made, to assist in reducing same to final judgment and sale.

VII.

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It is further agreed and understood that Second Party shall furnish, at his own expense, all stationary, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract including labor and expense incurred in procuring date and information as to the name, identity and location of necessary parties, and in procuring necessary legal descriptions of the property as provided in Paragraph V in all cases where such expenses are not collected as costs against the defendant or defendants in the tax suit, but in no event shall such cost be paid to Second Party, either directly or indirectly; and SecondParty shall pay off and discharge any and all bills for any other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense or any part thereof. However, expenses incurred in citing the defendant(s) by publication will be paid by the County to the newspaper making such publication as soon practicable after receipt of the publisher's claim for payment pursuant to Article 7345(b)-2, V.C.S. Provided further that no costs shall be incurred for publications without prior approval of First Party's governing body.

VJII.

Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the County Judge and to his successors in office, in the sum of 250 Dollars, (not to be less than \$250.00 accordingly as the Commissioners Court deems just and proper) to be executed by a solvent surety company; or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unincumbered real estate subject to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, and further conditioned that he shall forthwith pay over to the Tax-Collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise. Said bond shall be approved in open Commissioners Court, signed by the County Judge, filed and recorded in the County Clerk's office, and a certified copy of same furnished to the State Comptroller.

XI.

At the end of each month, or as soon thereafter as the Tax Assessor-Collector shall have made up his report showing collections made for such month, the County Tax Assessor-Collector is hereby authorized and directed to deduct the above specified per cent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and interest restriction, to which Second Party is entitled, and to pay the same to him unless otherwise herein directed, and to take his receipt as provided for by the Comptroller of Public Accounts, which when received in the Comptroller's office will be the Comptroller's authority to allow said Tax Assessor-Collector credit for the amount so paid. The Tax Assessor-Collector, before complying with the provisions of this Section, shall first satisfy himself that the bond required of Second Party under the provisions of Section X of this contract has been approved and placed on record in the office of the County Clerk and that this contract has been approved by the Comptroller of Public Accounts and the Attorney General; and it is hereby further provided, that should any questions arise regarding commission or an amount equal thereto, placing the same in escrow, and apply to the State and County, accordingly as they may be affected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

XII.

It is further agreed and understood that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioner Court of said county shall furnish suitable space in or near the courthouse, as convenient to the records of said county as may be, for the purpose of

XIII.

It shall be the duty of the Commissioners Court and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require. Said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party; and it being the duty of the County Attorney or of the District Attorney (where there is no County Attorney) to actively assist Second Party in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that where the County Attorney or District Attorney (where there is no County Attorney) shall fail or refuse to file and prosecute such suits in good faith, the Attorney prosecuting suits under this contract is here fully empowered and authorized to proceed with such suits without the joinder and assistance of said County or District Attorney. Second Party shall not become the

	DERATION of the te			, the Second Party	hereby accepts said
employment and und	lertakes the performanc	e of said contract	as above written.	ore	Januar
WITNESS th	he signature of all partic	s here to in triplica	ite originals, this the.	O day of	Many.
A.D. 19 79.	Richwood_	tow E	Seel County, Sta	te of Texas.	
			BY:		
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			Jodiec	2. Ala	venotes_
			County Judge		
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			106		
			Commissioner, Pr	ecinct No. 1	
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			Commissioner, P	recinct No. 4	
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Assistant Attorney General

THE STATE OF TEXAS	
COUNTY OF FORT BEND	
STEVEN JOHN GILBERT	a duly licensed attorney do certify that
I have no business connection with any county office or county officer wit	him Fort Bend
county; and that I am not related within the second degree of affinity	
· · · · · · · · · · · · · · · · · · ·	
member of the Commissioners Court, the Tax Collector, or Coun	ty of District Attention, new meaning
Fort BendCounty.	
	Fin Joh Delle V
	(ATTORNEY
Subscribed and sworn to before me, by the said	
this the 8th day of January, 19 79.	to certify which witness my hand and seal of office.
	You Fatigale -
. k Ω (* · · · · · · · · · · · · · · · · · ·	Public in and for Fort Bend
"My co	Texas ommission expires the 19th day of
27 J. (IV)	eptember ,19_80"
THE STATE OF TEXAS	
COUNTY OF FORT BEND	
LESTER VAN SLYKE, JR.	, a duly licensed attorney do certify that
I have no business connection with any county office or county officer w	
county; and that I am not related within the second degree of affinity	or within the third degree of consanguinity to any
member of the Commissioners Court, the Tax Collector, or Court	nty or District Attorney now holding office in
Fort Bend County.	
	ATTORNEY
Subscribed and sworn to before me, by the said	LESTER VAN SLYKE, JR.
this the 8th day of Janaury , 19 79 ,	to certify which witness my hand and seal of office.
	Losa Talturel
Notary	Public in and for Fort Bend
County	y, Texas commission expires the <u>19th</u> day of
1 FOR MINER	September .19_80."
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ORE: APPROVAL OF THE APPOINTMENT OF THE COUNTY AUDITOR AND ASSISTANTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the appointment of the County Auditor Joyce Tompkins and Assistant Auditors Sidonia N. Parchman, Mrs. Mildred Ann Oberhoff, Mrs. Ollie Gean Whatley, Mrs. Margaret Ann Sury, Mrs. Annie Gold, Mrs. Karen Borowiak, and Miss Diana Salinas. Appointment as follows:

(Recorded in the minutes in Full)

-7-

STATE OF TEXAS
COUNTY OF FORT BEND

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WHEREAS, according to the last approved Tax Rolls of the County of Fort Bend, State of Texas, the Said County of Fort Bend has a tax valuation of more than Fifteen Million Dollars, and WHEREAS, under Chapter 2 Article 1645, Revised Civil

Statutes, it is our duty as Judges of the District Courts of Fort Bend County, Texas to appoint an Auditor for said County "known as County Auditor", and

WHEREAS, Mrs. Joyce Tompkins, of Richmond, Fort Bend County, Texas, has presented to us her application for appointment as such, Auditor, and

WHEREAS, it has been made known to us that the said Mrs. Joyce Tompkins is a woman of good moral character and intelligence, thoroughly competent in public business details, a competent accountant, and has had more than two years experience in Auditing and Accounting.

NOW THEREFORE, WE Neil Caldwell, Judge of the 23rd Judicial District Court of Fort Bend County, Texas, G.P. Hardy, Jr., Judge of the 130th Judicial District Court of Fort Bend County, Texas, Charles A. Dickerson, 240th Judicial District Court of Richmond, Texas, and Sidney Brown, Judge of the 328th Judicial District Court of Richmond, Texas, by Virtue of the authority vested in us by the Statues above referred to, do herenow nominate and appoint the said Mrs. Joyce Tompkins, County Auditor in and for Fort Bend County, Texas, Said appointment to take effect on and after January 1, 1979, upon the said Mrs. Joyce Tompkins taking the oath and giving bond to the terms of the law.

GIVEN UNDER OUR HANDS AT RICHMOND, TEXAS THE THE 15th

DAY OF Wicemline, 1978.

Judge, 23rd Judicial District Court

Judge 130th Judicial Hatrict Court

Judge, 249th Judicial District Court

Judge, 325th Judicial District Court

STATE OF TEXAS

COUNTY OF TEXAS

WHEREAS, heretofore under date of the 1st day of January, A.D., 1979, by order duly entered, Mrs. Joyce Tompkins was duly and legally appointed County Auditor of Fort Bend County, Texas;

WHEREAS, the provisions of Article 1945, Revised Civil Statutes of the STATE of Texas, provide that the District Judge or Judges making the appointment and having jurisdiction in County shall fix and determine the annual salary of said County Auditor;

NOW, THEREFORE, WE Neil Caldwell, Judge of the 23rd Judicial District of the State of Texas G.P. Hardy, Jr., Judge of the 130th Judicial District of the State of Texas, Charles A. Dickerson, Judge of the 240th Judicial District of the . State of Texas, and Sidney Brown, Judge of the 328th Judicial District of the State of Texas acting herein under and by virture of the provisions of Article 1645, Revised Civil Statutes of the State of Texas, have, and do hereby fix and determine the salary of Mrs. Joyce Tompkins, County Auditor of Fort Bend County, Texas, to be the same amount now paid or to be paid the Tax Assessor-Collector for said County for the year 1979, beginning with the 1st day of January 1979. It is hereby ordered that this order be recorded in the minutes of the District Court of Fort Bend County, Texas, and that the Clerk of said Court shall certify same for observance to the Commissioners' Court of said County, which shall cause the same to be recorded in the Minutes' after said Commissioners' Court has, by order duly entered, given its approval and consent to the salary of said County Auditor as hereby fix and determined.

GIVEN UNDER OUR HANDS THIS THE 15th DAY OF December 1978

Judge, 23rd Judicial District Court

Judge 130th Judicial District Court

Judge 240th Judicial District Court

Judge, 328th Judicial District Court

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STATE OF TEXAS

COUNTY OF FORT BEND

The Foregoing bond of Mrs. Joyce Tompkins, County Auditor in and for Fort Bend County, State of Texas, this day approved by Neil Caldwell, District Judge, 23rd Judicial District, G.P. Hardy, Jr., District Judge, 130th Judicial District, Charles A. Dickerson, District Judge, 240th Judicial District, and Sidney Brown, District Judge, 328th Judicial District.

DATES Nec. 28,1978

NEIL CALDWELL, DISTRICT JUDGE 23RD JUDICIAL DISTRICT

G.P. HARDY, JR., DISTRICT JUDGE 130TH JUDICIAL DISTRICT

CHARLES A. DICKERSON, DISTRICT JUDGE 240TH JUDICIAL DISTRICT

Sidney Brown
SIDNEY BROWN DISTRICT JUDGE
328TH JUDICIAL DISTRICT

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ATTEST:

District Court, Fort Bend County,

HON. Judge Neil Caldwell District Judge, 23rd Judicial District Richmond, Texas

Hon. Judge G.P. Hardy, Jr., District Judge, 130th Judicial District Richmond, Texas

Hon. Judge Charles A. Dickerson District Judge, 240th Judicial District Richmond, Texas

Hon Judge Sidney Brown District Judge, 328th Judicial District Richmond, Texas

Dear Sirs:

In compliance with House Bill No. 35 amending Article 1650 of the Revised Civil Statutes of Texas of 1935, with respect to the authority of the County to appoint Assistants;

I desire to certify for appointment as Assistants to the Auditor of Fort Bend County, Texas, said appointments to take effect on and after January 1, 1979, the following named Assistants:

Mrs. Sidonia N. Parchman, whose qualifications are more than ten years experience as Stenographer-Bookkeeper, her duties to be those of Assistant Auditor, at a salary of \$996.00 per month.

Mrs. Mildred Ann Oberhoff, whose qualifications are more than ten years experience as Stenographer-Bookkeeper, her duties to be those of Assistant Auditor ar a salary of \$853.00 per month.

Mrs. Ollie Gean Whatley, whose qualifications are more than 7 years experience as Stenographer- Bookkeeper, her duties to be those of Assistant Auditor, at a salary of \$785.00

Mrs. Margaret Ann Sury, whose qualifications are more than 7 years experience as Stenographer-Bookkeeper, her duties to be those of Assistant Auditor, at a salary of \$760.00 per month.

Mrs. Annie Gold, whose qualifications are more than 9 years experience as Stenographer-Bookkeeper, her duties to be those of Assistant Auditor, at a salary of \$668.00 per month.

Mrs Karen lBorowiak whose qualifications are more than 1 year and ½ experience as Stenographer-Bookkeeper, her duties to be those of Assistant Auditor, at a salary of \$668.00 per month.

Miss Diana Salinas whose qualifications are more than 6 months experience as Stenographer-Bookkeeper, her duties to be those of Assistant Auditor, at a salary of \$668.00 per month. (CETA)

Joyce Tompkins, County Auditor
Fort Bend County, Texas

Approved:

<u>Judge 23rd Judicial/District</u>

Judge, 130th Judicial Vistrict

Judge, 240th Judicial District

Judge, 328th Judicial District

TO THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS

We hereby certify that we have approved the appointments of Mrs. Sidonia N. Parchman, Mrs Mildred Ann Oberhoff, Mrs Ollie Gean Whatley, Mrs Margaret Ann Sury, Mrs. Annie Gold, Mrs. Karen Borowiak, and Miss Diana Salinas, as Assistant Auditors of Fort Bend County, Texas at the salaries set forth above, effective on and after January 1,1974.

Judge, 23rd Judicial District

Judge, 13 th Judicial District

Judge, /240th Judicial District

Judge, 329th Judicial District

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SUGAR LAND TELEPHONE COMPANY ON DRAINAGE DITCH:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court approved the Application for and permit granting telephone cable crossing to Sugar Land Telephone Company on Drainage ditch, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

()

COMES NOW SUGAR LAND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County

Commissioner's and its Engineer in the construction and installation, and to notify the County Commissioner in the Precincts, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

A Bond is required to be in force during the construction period and for one year thereafter to assure that the area is returned to and remains in its previously existing condition.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 27th day of December 19 78

Sugar Land Telephone Company

By:

Citalen Peterson Attest: Secretary

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PERMIT

IN THE COMMISSIONERS' COURT - - - - FORT BEND COUNTY, TEXAS

on motion duly rade, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, raintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all darage incurred due to the construction and maintenance, and to relocate or change at petitioner's

risk and expense as directed by the COMMISSIONERS! COURT upon reasonable

Allegaria de la companya del companya de la companya del companya de la companya notice, and to save the COUNTY, each of its COMMISSIONERS: and the Drainage District harmless from any course of action aforesaid.

> CCMMISSICHERS' COURT FORT BEND COUNTY, TEXAS

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PROFILE PLATE A

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RE: APPROVAL OF RAY B. BAILEY & ASSOCIATES AS ARCHITECTS FOR RENOVATION OF THE COURTHOUSE BUILDING:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt and duly passed, the court approved to engage Ray B. Bailey & Associates, as Architects for the renovation of the Courthouse Building.

22 RE: CONSULTANTS FOR TRAFFIC SAFETY AND THOROUGHFARE STUDY:

The court heard a discussion from the following consultants for Traffic Safety and Thoroughfare Study.

- 1. Bernard Johnson Incorporated.
- 2. O'Malley & Clay, Incorporated
- 3. Barton-Aschman Associates, Inc.
- 4. Traffic Engineers, Inc.
- 5. Turner, Collie & Braden, Inc.
- 6. Bovay Engineers, Inc.
- 7. Wilbur Smith & Associates, Inc.
- 8. Walter P. Moore & Associates, Inc. on Traffic Study only.
- 9. Consoer, Townsend & Associates, Inc.

The Court will study the proposals presented and will take action at another court meeting.

7 3 RE: DISCUSS TRASH DUMPING ON COUNTY RIGHT OF WAY:

Commissioner Tony Jebbia had a discussion with the court on trash dumping on County Right of Way in Precinct #3 and also, other commissioners discussed their D/A office concern on the same subject. The Investigator for the County/and District Attorney were asked to look into the situation, as to what could done with this situation.

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RE: SOUTHWESTERN BELL TELEPHONE COMPANY PERMIT - TYPICAL CROSS SECTION ON BELLAIRE BLVD. FACING EAST:

The Court denied the application and permit to Southwestern Bell Telephone Company for Typical cross section on Bellaire Blvd. facing east.

RE: ACCEPT BID OF FOGLE EQUIPMENT COMPANY FOR THE PURCHASE OF ONE USED MAINTAINER FOR PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court autorized to accept the bid of Fogle Equipment Company for the purchase of one used maintainer for Precinct #4. In amount if \$27,500.00.

There being no further business, the court adjourned at 6:00 o'clock P.M.

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ATTEST:

COUNTY OF FRE

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 15th day of January, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the minutes of Regular Session of January 8, 1979.

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the following changes in Depository Pledge Contracts;

First National Bank, Richmond, Texas release \$400,000.00 U. S. Treasury Bills due 1/4/79, receipt #303148 and to pledge \$400,000.00 U. S. Treasury Bills due 7/5/79 receipt #311413.

Rosenberg Band & Trust, Rosenberg, Texas to release Original Safekeeping receipts due January 1979.

SK#131892 - \$50,000.00- San Jacinto Jr. College District Bonds SK#136742 - \$100,000.00 - U. S. Treasury Notes.

ን RE: APPOINT CIVIL DEFENSE COORDINATOR:

On Motion of Commissioner JOhnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court appointed Frank Patryn as Civil Defense Coordinator. County Judge to be Director of Civil Defense.

Frank Patryn was authorized permission to obtain 2 buses and 1 truck for the Civil Defense operation on a requisition for the critical item list. Authorized to get in touch with the Federal Communication System for Civil Defense Radios.

The Court to obtain a letter from the Polly Ryon Authorities for the use of their Hospital complex for Civil Defense Emergency Operation.

RE: APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING TO ENTEX INC.-PITTS ROAD:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for and permit granting Pipe Line Crossing to Entex, Inc. on Pitts Road

APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING

TO THE HONORABLE COLLISSIONERS' COURT AND COUNTY JUDGE, FORT BEID COUNTY, TEXAS

acting herein by and through its duly authorized representative, and hereby petitions your Monorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges of fice and the Drainage District Engineers' of fice of Fort Bend County.

line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or high-ways, or the deepening of drainage ditches along said roads or high-ways, or any drainage ditch construction of the Fort Bend County Erainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned officer of said Company has full authority to bind raid Company hereto.

Executed in quadruplicate	originals	this	8 %	day of
JANUARY	19 79	ſ		

Attest: Secretary

Vice-President & Division Manager

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Howard Bell, Vice-President of Entex, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8 day of

JANUARY, 1979.

Notary Public in and for llargis County, Texas

PERMIT

IN THE COMMISSIONER'S COURT ----FORT BEND COUNTY, TEXAS

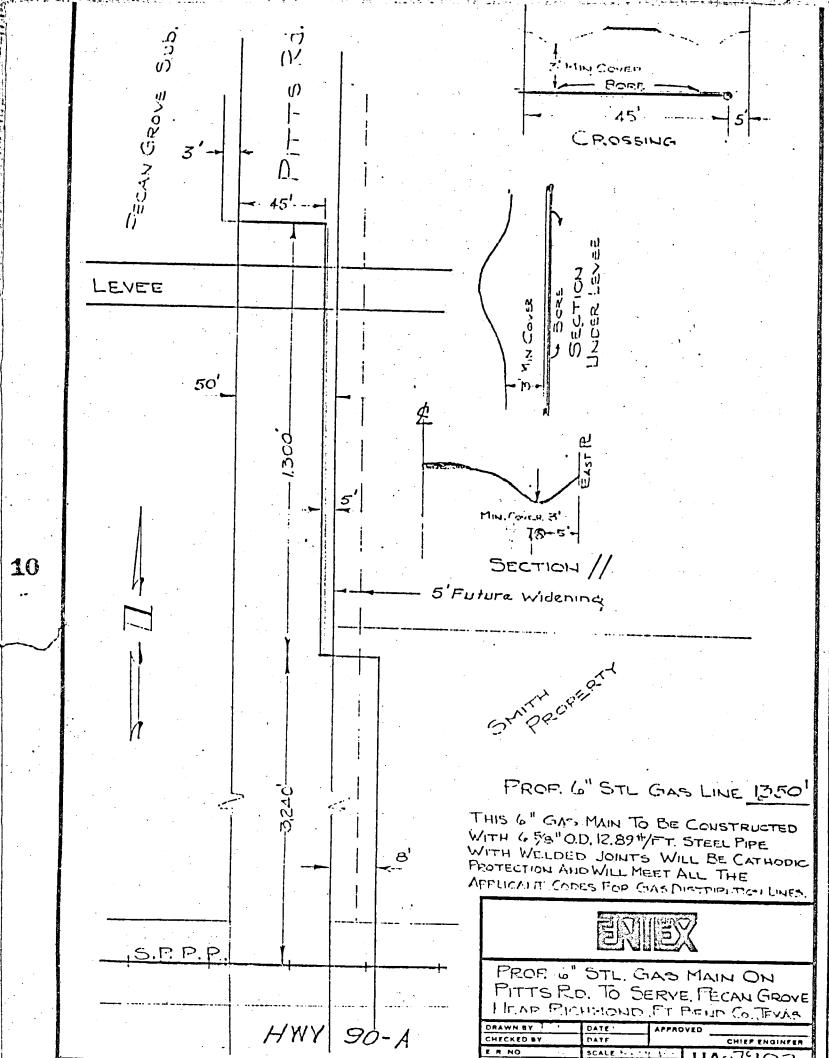
ON THIS the January day of on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS', COURT FORT BEND COUNTY, TEXAS

By: Surinfia Country Judge

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RE: DISCUSS ROOF REPAIRS TO RICHMOND - NEEDVILLE & STAFFORD LIBRARIES:

The court discussed the Roof repairs with Miss Lillian Stavinoha, Ms. Carolyn Conrad & Ms. Elizabeth Smith, on the Richmond, Needville and Stafford Libraries.

The court agreed that all three libraries will need repair work done in the near future.

6 RE: 1978 AUDIT AND PAYROLL SERVICE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized that the audit for this year be advertised publicly for proposals from various firms that may be interested.

Joyce Tompkins, County Auditor discussed with the court about the Payroll Service with System Works. The Court will discuss that at another court meeting.

RE: APPROVAL OF DEPUTY CONSTABLE FOR PRECINCT #4:

The Court asked that the Constable of Precinct #4 make a written application to the court requesting a need for a Deputy Constable for his department.

RE: AMEND BUDGET FOR JUSTICE OF PEACE PRECINCT #1 - FLAT RATE GASOLINE ALLOWANCE INSTEAD OF MILEAGE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to amend the budget of Justice of Peace Prect.#1, to read \$50.00 per month allowance for gasoline for use of vehicle, in lieu of 16c per mile, retroactive to January 1,,1979.

RE: YOUTH CONSERVATION CORPS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized Richard Selleh, Grant Coordinator, to apply for a Summer Work Project for 1979 for Fort Bend County, with the Youth Conservation Corps

RE: MR. HAL HUSBANDS - DISCUSS FAIRGROUNDS BUSINESS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt and duly passed, the court authorized the following improvements at the Fort Bend

County Fairgrounds. Approval to extend Culvert and build new road at the Fort Bend County Fairgrounds. That the four Commissioner Precincts will divide cost for the new road and culverts at the Fort Bend County Fairgrounds.

Also, Hal Husbands, advised the court that the Board of Directors of the Fort Bend County Fair Association at their last meeting appointed a committee to set the wheels in motion to give Scholarships from the proceeds of the Life Membership. That the Fort Bend County Fair can dedicate this fund to Scholarships to preserve the Youth of the County. Guidelines will be set up and report back to the Court.

RE: REQUEST FOR COMMISSIONERS TO ASPHALT A WALKWAY NEAR THE RODEO ARENA AT THE FORT BEND COUNTY FAIRGROUNDS:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized that the request for the Commissioners to asphalt a walkway near the Rodeo Arena be granted. The Commissioners will do the work. The bill for the material be paid by the Fair Association.

ত্ত্বৰ প্ৰতিষ্ঠান কৰিব লাগেৰে চালেৰ প্ৰতিষ্ঠান কৰিব লাভ কৰিব লাগেৰে কৰিব লাগেৰে কৰে কৰিব কৰিব কৰিব কৰিব কৰিব ক বিষয়ে বিষয়

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FOR THE FAIR ASSOCIATION APPROVAL/TO ADVERTISE FOR BIDS FOR PROPOSED IMPROVEMENTS AT THE FORT BEND COUNTY FAIRGROUNDS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka,
that the fair association be allowed
and duly passed, the court authorized/to advertise for bids for the proposed improvements
at the Fort Bend County Fairgrounds, subject to plan approval prior to building. The
Fort Bend County Fair Association will pay for all improvements upon completion of
same.

13 RE: LETTER OF APPRECIATION TO JACK SALYER:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia and duly passed, the court authorized to adopt a resoution to be drafted by C. A. Dickerson, District Judge, thanking Jack Salyer, District Attorney, for his help with the Anderson Trial.

14 RE: CONSULTANTS FOR TRAFFIC STUDY FOR FORT BEND COUNTY:

On Motion of Commissioner JOhnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court appointed Traffic Engineers, Inc., as Consultants, to do the Traffic Study for Fort Bend County. Study to be funded by the office of Traffic Safety of the Texas Highway and Transporation.

15 RE: CONSULTANTS FOR THOROUGHFARE DEVELOPMENT PLAN:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, recommended to H.G.A.C. that and duly passed, the court appointment/Wilbur Smith & Associates, Inc. to do the Thoroughfare Development Plan for Fort Bend County. The Study will be funded through a grant from H.G.A.C.

RE: APPROVE RIGHT OF WAY EASEMENT TO HOUSTON LIGHTING & POWER COMPANY TO THE NEW FAIRGROUNDS BUILDING:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the Right of Way Easement from Fort Bend County, Texas, to HOuston Lighting & Power Company, property to the New Fairgrounds Building. This Right of Way Easement being recorded in the Deed Records of Fort Bend County.

17 RE: APPROVING COUNTY TREASURER'S QUARTERLY REPORT FOR THE PERIOD ENDING DECEMBER 31, 1978:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the County Treasurer's Quarterly report for the period ending December 31, 1978, as follows:

IN THE MATTER OF THE QUARTE	RLY REPORT OF	• IN THE COMMISSIONERS' COURT						
M Elizabeth Williams	Tana	FORT BEND COUNTY,						
Treasurer, Fort Bend County,	1	Term, 19						
			A. D. 19.79, in Re	-				
of the Commissioners' Court of Fort Bend C M Elizabeth Williams	ounty, Texas, came on for	or examination the Quarterly Report of						
beginning on the	, _{of} October	Treasurer of	Fort Bend County, Texas, fo	or the Quarter				
day ofDecember A. I								
and the same having been compared and the Court that the same be and is here Treasurer had received for account and and leaving balance to each of said funds	examined by the Court by approved; and it ap- credit of and paid on	, and found to be corr	ect, IT IS THEREFORE (ORDERED by				
	BEGINNING		•	ENDING				
FUND	CASH BALANCE Date 10-1-78	RECEIPTS	DISBURSEMENTS	CASH BALANCE Date 12-31-78				
AVAILABLE FUNDS:	-							
General Fund	\$ 265,625.15\$	1,586,188.78	\$1,355,247.36\$	496,566.57				
Road & Bridge Fund	\$ 41,432.51	<u>81,058,113.8</u> 8	\$ 978,665.13\$	120,881.26				
SPECIAL REVENUE FUNDS:								
.30¢ Ad Valorem Tax Fund	\$ 13,256.06	410,880.81	\$ 359,190.37\$	64,946.50				
Lateral Road Account	\$ 18,283.545	70,000.00	\$ 78,076.93\$	10,206.61				
Rev/Sharing Tr Fd EP 1-7	\$ 4,963.185 07P	400,000.00	\$ 315,035.68\$	89,927.50				
Rev/Sharing Tr.Fd Ep-8	\$ 57,249.825	356,900.83	\$ 258,612.19\$	41,038.82				
Rev/Sharing Tr.Fd EP-9	\$ 104,652,495	\$ 614 <u>,739.6</u> 3	\$ 689,873.95\$	29,518.17				
Co Law Library	\$ 4,335.09	\$ 16,943.00	\$ 15,229.51\$	6,048.58				
Voter Registration Fd	\$ 113.50	\$	\$ \$	113.50				
CAPITAL PROJECTS FUNDS:			· ·					
Fairground Property	\$ 39,990.08	\$ 40,000.00	\$ 75,438.08\$	4,552.00				
FBC Branch Libraries	\$ 9,895.60	\$ 30,000.00	\$ 34,383.62\$	<u>5,511.9</u> 8				
Road Bond Avail.Fund	\$ 58,862.40	\$ 124,740.26	\$ 175,468.40\$	8,134.26				
FBC Building Fund	\$ 16,684.75	\$ <u>215,000.0</u> 0	\$ 217,854.40\$	13,830.35				
FBC Sanitary Landfill #4	\$ 9,633.99	\$	\$ 9,633.99\$.00				
FBC ARCOLA School Title V	\$ 9,039.00	\$	\$ 4,270.00\$	4,769.00				
FBC Smithers Lake Acct Pct			-					
# 1 Main. Fd.	\$.00	\$ 462,612.00	\$ 415,183.21\$	47,428.79				
DEBT SERVICE DEPT:		•						
Time Warr'69 Sinking	\$ 3,529.43	\$ 20,083.45	\$ 20,721.97\$	2,890.91				
FBC Unlimited Tax Road Bond 62-66 Sinking Fd.	\$ 7,082.76	\$ 75,100.38	\$ 79,696.39\$	2,486.75				
TRUST & AGENCY FUNDS:		***************************************						
Payroll fund	\$ 26,972.20	\$1,223,750.13	\$1,232.146.76\$	18,575.57				
Co Social Security Fd.	\$ 4,496.46			_				
Tax Collectors Fund	\$.00	\$ 209,834.24	\$ 207,273.02\$	2,561.22				
Criminal Justice Plgn CC	\$ 5,690.00	\$ 7,975.00	\$ 7,955.00%	\$ 5,710.00				
Time Warr'69 Sinking FBC Unlimited Tax Road Bond 62-66 Sinking Fd. TRUST & AGENCY FUNDS: Payroll fund Co Social Security Fd. Tax Collectors Fund	\$ 7,082.76 \$ 26,972.20 \$ 4,496.46 \$.00	\$ 75,100.38 \$1,223,750.13 \$ 204,288.76 \$ 209,834.24	\$ 79,696.39\$ \$1,232.146.76\$ \$ 170,896.35\$ \$ 207,273.02\$	2,486.75 18,575.57 37,888.87 2,561.22				

of said County Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT IS THEREFORE FURTHER ORDERED, by the Court, that the said detailed report be, and the same is hereby, in all things approved, and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners' Court of Fort Bend County, Texas, and that the proper credits be made in the accounts of the said County Treasurer in accordance with this order. Witness our hands, this. County Judge. Sworn to and Subscribed before me, by Precinct No. 1. Commissioner Precinct No. 2. ounty, each respectively, on Commissioner Precinct No. 4. NORMA J. LANDRY, NOTARY PUBLIC FORT BENU COUNTY, TEXAS 10 -5-Order Approving County Treasurer's Quarterly Report IN THE MATTER OF THE QUARTERLY REPORT OF IN THE COMMISSIONERS' COURT M Elizabeth Williams FORT BEND COUNTY, Treasurer, Fort Bend County, Texas January On this .. of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of Treasurer of Fort Bend County, Texas, for the Quarter beginning on the December day of .. and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same he and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit: BEGINNING ENDING FUND RECEIPTS DISBURSEMENTS DEPT SERVICE DEPT con't Law Enfc. Officers Stand. & Educ. Fund C. C. .00 2,996.00 2,846.20 149.80\$ State Library # 42B 2.61 2.61\$.00 State Library # 50A .00 State Library # 50C 315.20\$-----\$ 315.20\$.00 FBC Ambulance (Paramedics) 3,154.19\$ 10.00 \$----3,164.19 ist Atty Supplemental Sal \$ 600.04\$ 1,650.00 \$ 1,724.95\$ 525.09 DRAINAGE DISTRICT FUNDS: 116,752.34\$ 588,480.19 \$ 667,884.41\$ Maintenance Available 37,348.12

4,491.31\$ 140,000.00 \$ 135,781.54\$

12,051.15 \$

14,127.64\$

8,709.77

11,850.54

14,328.25\$

Drg. Bond Available Fd

Drg. Dist Social Security

And that said amounts were received and paid out of each of the respective funds since the filing of the preceding Quarterly Report

Target Control of the		<u> </u>				
CRIMINUL JUSTICE FUNDS:		<u> </u>				
Deinstitutionalization of Status Off#JA 77 CO 3 4426 Deinstitutionalization of	\$	<u>855.</u> 44\$	726.76	\$	743.87 <u>\$</u>	838.33
Status Off# JA 77 CO 3 5297 Adult Probation Grant	7\$	<u>7,115.</u> 75 <u>\$</u>	4,743.82	\$	9,403.12\$	2,456.45
AC 78 EO2 4923	\$	1,685.18\$	500.00	\$	1,966.92\$	218.26
Criminal Dist Atty Grant FAC 78 DO2 4958	\$	999.69\$	16,431.77	\$	16,586.00\$	845.46
Juvenile Probation Grant	\$	1,751.82\$	8,337.00	\$	9,162.69\$	926.13
Youth Conservation Summer Work Prog.#299106378	\$	1,341.28\$	****	\$	\$	1,341.28
YOUTH COUNCIL FUNDS:				<u> </u>		
Juvenile Prob CAG 78-26	\$	5,129.56\$	2,609.80	\$	6,630.50\$	1,108.86
						,
TOTAL	\$	745,610.42				
		<u> </u>	7,905,687.64	4		
				\$	7,565.532.17	
						\$1,085,765.8
			·			
					-	 .

And that said amounts were received and paid out of each of the respective funds since the filing of the preceding Quarterly Report of said County Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT IS THEREFORE FURTHER ORDERED, by the Court, that the said detailed report be, and the same is hereby, in all things approved, and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners' Court of Fort Bend County, Texas, and that the proper credits be made in the accounts of the said County Treasurer in accordance with this order.

accordance with this order.

Witness our hands, this /5 // day of any any A. D. 19.79...

Sworn to and Subscribed before me, by lodge Stavench County Judge, and long felling and County Judge.

County Judge, and long felling and Commissioners of said fort Boul County Commissioners of said fort Boul County, each respectively, on this, the /5 the day January A.D. 19.79.

MORMA J. LANDRY, MOTARY FUBLIC FORT BEND COUNTY, TELLS

MORMA J. LANDRY, MOTARY FUBLIC FORT BEND COUNTY, TELLS

MORMA J. LANDRY, MOTARY FUBLIC COUNTY, TELLS

Commissioner Precinct No. 4.

-7-

THE THE PARTY OF STREET PARTY.

SECTION TO

	9 Sink.: \$ 20,000.00	Property Acct.: \$ 30,000.00	.EP-9: \$ 150,000.00	.EP# 8: \$ 220,000.00	Tr.Fd.EP# 1-7: \$ 140,000.00	\$ 40,000.00	Pct#1: \$ 400,000.00	s 15,000.00	ty Fd.: \$ 60,000.00	\$ 2,645,000.00
NAME OF FUND	FBC Time Warrants 1969 U S Treasury Bills	FBC Fairground Proper U S Treasury Bills	Revenue Sharing Tr.Fd.EP-9: U S Treasury Bills	Revenue Sharing Tr.Fd.EP# U S Treasury Bills	Revenue Sharing Tr.Fd U S Treasury Bills	Lateral Road Account: U S Treasury Bills	Smithers LakeRd Acct. U S Treasury Bills	County Law Library Fund: U S Treasury Bills	County Social Security Fd.: U S Treasury Bills	Total Treasury Bills
	\$ 210,000.00	\$ 150,000.00	\$ 200,000.00	. \$ 145,000.00	\$ 215,000.00	\$ 25,000.00	\$ 380,000.00	\$ 90,000.00	\$ 90,000.00	\$ 65,000.00
NAME OF FUND	Ft. Bend Co Tax Collector's Fd: U S Treasury Bills	General Fund: U S Treasury Bills	Drainage District Main. Avail. Fd.: U. S. Treasury Bills	Drainage District Bond Available Fund:	FBC Building Fund owns: U S Treasury Bills	FBC Branch Libraries: U S Treasury Bills	Road & Bridge Fund: U S Treasury Bills	Farm to Market & Lateral Roads: U S Treasury Bills	FBC Road Bond Avail. Fd.: U S Treasury Bills	FBC Unlimited Tax Road Bond Ser 62-66 S.: U S Treasury Bills

BONDED INDEBTEDNESS

NAME OF ISSUE

DATE OF ISSUE

TNUGKA

Fort Bend County Unlimited Tax Road Bond Ser. 1962 Sink.

\$35,000.00

Fort Bend County Time Warrants Series 1969 Sinking

8-15-1969

\$10,000.00

RE: ACCEPT/BID OF SOUTH TEXAS EQUIPMENT COMPANY, INC. FOR ONE NEW SELF-PROPELLED PAVER FOR PRECINCT # 3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the low bid of South Texas Equipment Co., Inc. for one New self-propelled paver for Precinct #3, in the amount of \$56,950.00.

The Court recessed at 11:45 o'clock A.M.

The Court re-convened at 1:30 o'clock P.M., when the following orders were had.

AUTHORIZE TO AWARD ALL LOW BIDERS ON OFFICE SUPPLIES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to award all low biders on office supplies,

Plain Bond Paper to Southwest Copiers, Inc. of Rosenberg, Texas. Bid price \$1.925/ream of 20# Letter size and \$2.39 /ream of 20# Legal size.

Bond Paper W/various Dept. Heads to Brazos Office Products, Rosenberg, Texas Bid price \$29.50/1000.

Envelopes 4"x9½" to Brazos Office Products, Rosenberg, Texas. for #10 - 24 reg at \$9.86 /1000.

Envelopes 4"x9½" w/various return to Rosenberg Office Products, Rosenberg, Texas. Bid price for #10 standard black ink, camera ready at \$22.36 /1000.

Envelopes $3\frac{1}{2}$ " x 8" w/ various Co. Dept. return to Kwik-Kopy, Rosenberg, Texas. Bid price for 3 5/8" x 8 5/8" 10,000 at \$265.80.

Xerox Paper to Southwest Copiers, Inc. Rosenberg, Texas, Bid price for 20# Bond - Letter \$1.925 / Ream and Legal - \$2.39 /ream.

Yellow Writing Pads to Brazos Office Products, Rosenberg, Texas. Bid Price for \$4.65 per dozen for Letter and \$5.09 per dozen for legal.

Adding Machine Tapes to Brazos Office Products, Rosenberg, Texas. Bid price for 2½" - \$23.94 /100.

Ink Pens to Brazos Office Products, Rosenberg, Texas. Write Brothers by Paper Mate or Bic PM & PF Med. or Fine, Bid Price \$1.19 per dozen.

Pencils #2 to Brazos Office Products, Rosenberg, Texas. Prem. grade, Eagle Mirado or Venus Velvet. Bid Price \$1.07 per dozen.

IBM Copier II to Brazos Office Products, Rosenberg, Texas. 20#, White bond, 575. Bid Price \$14.90 /case (4 rolls / cs.).

20 RE: AWARD ALL LOW BIDDERS FOR CULVERTS FOR FORT BEND COUNTY:

10

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized that all low biders be awared bids for the purchase of culverts for Fort Bend County, as follows:

Wyatt Industries, Inc. Houston, Texas.

GALVANIZED CORRUGATED RIVETED PIPE CULVERT, DOMESTIC COPPER STEEL CODE: A - Plain Galvanized B - Bituminous Coated C - Asbestos Bonded & Bituminous Coated

Approx. Qty.	Diameter	Code	Gauge	Corrugations	Price/Ft.
	12"	A ·	16	2 2/3"x 1/2"	4.15
	18"	Α	16	Ditto	5.71
	24"	A	16	Ditto	7.34
•	30"	A	16	Ditto	9.08
	36"	Α	16	Ditto	11.75
	36"	A	14	Ditto	13.91
	42"	A	14	Ditto	15.98
	48"	· A	14	Ditto	18.00
	54 "	Α	14	Ditto	22.76
	* 60"	A	14	Ditto	25.36
•	60"	A	12	Ditto	31.58
	* 66"	A	14	Ditto	27.68
	66"	, A .	. 12	Ditto	34.72
	* 72"	f A	14	Ditto	30.08
	* 72"	\mathbf{A}	12	Ditto	37.74
	72" .	A	10	Ditto	47.64
$\label{eq:continuous} \phi_{i}(\mathbf{x},\mathbf{x}) = \phi_{i}(\mathbf{x},\mathbf{x}) + \phi_{i}(\mathbf{x})$	* 78"	$\boldsymbol{\nu}$	12	Ditto	43.53
•	* 78"	A	10	Ditto	55.78
	78"	A	80	Ditto	65.08
	* 84"	A	12	Ditto	47.92
	* 84"	A	10	Ditto	60.23
	. 84"	Α	. 08	Ditto	70.28

Approx. Qty.	Diameter	Code	Gauge	Corrugations	•	Price/Ft.
	54"	A	16	3" x 1"		22.84
•	. 60"	A	16	Ditto	٠.	24.84
	66"	A	16	Ditto	• .	27.06
•	72"	Α.	16	Ditto		29.30
•	78"	. , A	16	Ditto		33.30
	* 84"	A	16	Ditto		35.62
	84"	A	14	Ditto	: .	43.34

* Item shown with asterisk (*) are thinner gauge than Texas Highway Department Standard Specifications.

Connecting Bands: 7" wide same price as 1' CMP

12" wide same price as 1 1/2' CMP

24" wide same price as 2' CMP

Fabrication of CMP will conform to AASHO Designation M36

Terms: Net 30 days

Delivery: Within 2-5 days, FOB truck, Fort Bend County, Texas

All prices contained in this bid are firm through 6-30-79 on orders approximately 8,000 pounds or more.

CULVERTS

"LEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER will provide the following culverts at the prices quoted below.

Please give complete specifications on all materials and give prices delivered in truckload quantities to Fort Bend County. Bid prices shall be effective for a period of six (6) months and shall be renewable for another six (6) months provided that both parties agree.

CALVINITED CORRUGATES				Alternate: Used
GALVINIZED CORRUGATED RIVE? Description	Wyatt	PIPE CULVERT Mid-Tex Bay Con. Bid Price Pe		pipeline & RR Cul Specializ ed Steel Culvert
	•		r Foot	
12" x 16 gauge	\$ 4.15	\$(3.81_LF)	\$ 4.20	¼" \$6.85
18" x 16 gauge	5.71	(5.59 LF)	5.65	¼" 9.65
24" x 16 gauge	7.34	7.42 LF	(7.30)	11.80
30" x 16 gauge	9.08	9.21 LF	(8.95)	¼" 16.40
36" x 14 gauge	13.91	13.62 LF _v	(12.70)	3/8" 26.50
42" x 14 gauge	15.98	15.87 LF 🛱		3/8" 35.95
48" x 14 gauge	18.00	18.12 LF o		3/8" 47.60
54" x 14 gauge	22.78	20.16 LF		3/8" 52.50
60" x 14 gauge	25.36	21.62 LF		3/8" 59.00
б6" x 14 gauge	27.68	(23.78 LF)	23.90	3/8" 64.95
72" x 14 gauge	30.08	(25.96 LF)	26.00	7/16" 69.95
ADDITIONAL SPECIFICATIONS:	43.53			7/16" 73.25
84" x 12 gauge	47.92		41.00	7/16" 75.95
				87" 83.50

(Good used mat.

		All joints of welded const. at
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	xxxxxxxx	\$2 /dia. inch XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Wyatt Mid-Tex Bay Con.	Armco	\$4 over 60")
Description Bid Price Pe	root	•
12" \$ 3.70 \\		·
18"	1	
24" 7.15		
30"	75	
36" 0 14.70	Bi	
42"		
48" 25.80	Ž	
54" 38.73		<u> </u>
60" 48.79		
66" 57.88	/	
72"		

RE: ACCEPT BID OF EAGLE LAKE IMPLEMENT COMPANY FOR FOUR CRAWLER TRACTORS EQUIPPED WITH HYDRAULIC BOOM TYPE MOWER FOR THE FORT BEND COUNTY DRAINAGE DISTRICT:

10

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the bid of Eagle Lake Implement Company for 4 Crawler Tractors equipped with Hydraulic Boom Type Mower for the Fort Bend County Drainage District. Bid price for each is \$23,868.00.

22 RE: ACCEPT BID OF GULF MACHINERY COMPANY, INC. FOR 2 NEW WATER TANKS FOR THE FORT BEND COUNTY DRAINAGE DISTRICT:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia and duly passed, the court accepted the bid of Gulf Machinery Company, Inc. for 2

New Water Tanks for the Fort Bend County Drainage District. Bid per unit \$2,950.00.

23 RE: ACCEPT BID OF SIMON J. BURG, COMPANY, INC. OF STONEWALL, TEXAS FOR 4 NEW TANKS WITH PUMP MOUNTED ON TRAILER FOR FOR FORT BEND COUNTY DRAINAGE DISTRICT:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court accepted the bid of Simon J. Burg Company, Inc. for four New tanks with pump mounted on trailer for the Fort Bend County Drainage District in the amount of \$2665.50 each.

ZH RE: ACCEPT BID OF UNIVERSAL BLUE PRINT & SUPPLY COMPANY OF HOUSTON, TEXAS FOR 400 FOLDING CHAIRS AND 50 FOLDING TABLES FOR THE FORT BEND COUNTY FAIRGROUDS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, low and duly passed, the court accepted the bid of Universal Blue Print & Supply Co., of Houston, Texas for 400 folding chairs and 50 folding tables for the Fort Bend County Fairgrounds. Bid price is \$5590.00.

75 RE: ACCEPT LOW BIDS FOR ROAD MATERIALS FOR FORT BEND COUNTY. ON AVAILABILITY AND

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the low bid of the following on availability and freight.

UVALDE ROCK ASPHALT COMPANY

DURAMIX — FLEXMIX — KOVER MIX — KOVER STONE

P. O. Box 531 San Antonio, Texa	s 78292 A/C 512 - 341-5101
	January 5.,, 1979
To County of Fort Bend	***************************************
Courthouse, Rich mond, Texas	
All agreements are contingent upon truck shortages, acc trol. Unless otherwise stated, quotations are made subject orders are subject to acceptance by our general office and ap	to acceptance within 10 days from date quoted, All
For approx. needed Tons Precoated Aggregate as	Type PE Gr. 3 SHD 304 \$ 5.25 per ton
and or " .needed. " Flexmix as	TypeCCCCrSHD 314 s 7 50 yerten
" " needed " Flexmix	Type D Gr. SHD 332 \$ 7.50 per ton
"	Tuna C. aun
tion of any applicable Texas Sales and Use Tax on material govern settlement, for use on	orices stated, f.o.b. trucks our mines, subject to the addisor use within the State of Texas, scale weights to
Annual Bid - January	8, 1979 through January 7, 1980.
Quoted freight rates from our mines to shipping points in compilation of these rates, we do not guarantee their accu To	on job are as follows: (While utmost care has been used racy.) By
	to the two metalines, and for by
To Richmond \$ 16.10 per ton	130
ToNeedville\$16-68per ton	
To	Prices subject to attached bid qualifications
Toper ton	
To	
All shipments will be routed over shortest line haul unless otherwise instructed. TERMS:	
Purchaser agrees to pay in San Antonio, Bexar County, Tex within 31 days from date of invoice, past due amounts to be until paid.	as, all amounts due for shipments made on this order ear interest at the rate of 8% per annum from due date
	Yours truly,
Accepted, and constituting a contract, subject to award.	UVALUE ROCK ASPHALT COMPANY
	By delrey L. Cos

UVALDE ROCK ASPHALT COMPANY

DURAMIX — FLEXMIX — KOVER MIX — KOVER STONE

P. U. BOX 531 San Antonio, lexas A	78292 Area Code 512 341-5101
	January 5, 19 79
To County of Fort Bend, Courthouse.	······································
Rich nond, Texas	
All agreements are contingent upon car shortages, accidental. Unless otherwise stated, quotations are made subject orders are subject to acceptance by our general office and	t to acceptance within 10 days from data quoted. All
For approx needed Tons Precoated Aggregate	Type PE Gr. 3 SHD 304 \$ 5.00 per ton
and or " needed " Flexmix	TypeCCC Gr. SHD 3143 7.50 per ton
	Type D Gr. SHD 332 7.50 per ton
19 27	TypeGrSHD\$per ton ***
We are pleased to quote you on the above material at p tion of any applicable Texas Sales and Use Tax on material govern settlement, for use on	orices stated, f.o.b. cars our mines, subject to the addission of the state of Texas, railroad weights to
Annual Bid - January 8.	1979 through January 7, 1980
Published freight rates from our mines to shipping r	points on job are as follows: (While utmost care has
been used in compilation of these rates we do not guarante ToRosenberg	e their accuracy.) By RAIL
To Silmont on \$ 4.79 per ton	ich : Amm felige : m to in-
To Fulshear \$ 4.79 per ton	num numing a new for by the conse
To Sugarland \$ 4.98 per ton	while be endical to purchaser.
To Needville \$ 4.98 per ton	
To Stafford \$ 4.98 per ton .	*Prices subject to attached bid qualification
All shipments will be routed over shortest line haul unless otherwise instructed.	
**TERMS: Less 10/ per ton discount 30 days, net	31 days.
Purchaser agrees to pay in San Antonio, Bexar County, T within 31 days from date of invoice, past due amounts to until paid.	exas, all amounts due for shipments made on this order bear interest at the rate of 8% per annum from due date
, 19,	Yours truly,
Accepted, and constituting a contract, subject to award.	UVALDE ROCK ASPHALT COMPANY
	By Millsey J. Col

FOR: FORT BEND COUNTY

, A	N ew Market States and the second of the se		pr.						45
	Angle-Tex Mat. Corp. Angleton Asph. Corp. P. 0. Box 996 Angleton, Tx.	P. 0. Box 19100 Houston, Tx. 77024	t-Mix,	G & S Asphalt, Inc. P. O. Box 37029 Houston, Tx.	77478	paving Mat. Co. p. O. Box J Sugarland, Tx.	Acobalt	FIRM	FOR: FORT BEND
	Bank Run Gravel delivered to: Rosenberg Richmond Needville Fulshear Sugarland Miss. City Stafford The haul rate makes outside \$.065 /Ton							ITEM # 1 Gravel Base Material	20 00000
	\$6.25 /Ton 6.50 /Ton 7.05 /Ton 7.25/Ton 7.05 /Ton 7.65 /Ton 7.65 /Ton 7.50 /Ton for addition these areas mile.)		No Bid	No Bid			No Bid	BID PRICE	
	em 248, Type ade 2, T.H.D. O.B. Ft. Bend County Trucks at: cosenberg leedville lauling by Ang \$1.25/Ton plus \$.08; after	F.O.B. our plant Brittmore Rd. Houston, Tx. (DELIVERED	em 1					ITEM # 2 Limestone Base Material	
	\$7.75 /Ton \$7.75 /Ton 8.00 /Ton le-Tex will be for 1st mile. fon mile there	PRICE UPO	\$7.00 per	No Bid			No Bid	BID PRICE	ROAD MATERIALS
	Type D Modified, item 340, T.H.D. standard loaded int County trucks at Jan. 1, thru Jun Apri. 1, thru Jun Bid /T. in place include hauling) Jan. 1, thru Mar. Jan. 1, thru Mar.	nittmore ouston, REQUEST	Type D Modified HOt Mix F.O.B.	T.H.D. Item 340 D-Modified Asphaltic Conc.	1		THD Type D THD-	ITEM # 3 Hot Mix Asphal. Road Materials	ALLS
	d into Ft. Bend at Hopper 18.50 /T. June 30, 1979 20.00 /T. ace (not to ing) Mar. 31, 1979 Mar. 31, 1979 Mar. 31, 1979		15.75 per Ton	Ton	15 00 per		14.50 per Ton	BID PRICE	•
	Hot mix - cold maid ashaltic payment, item 350. T.H.D. stand. Bid per ton loade County Trucks at Jan. 1, 1979 the Jan. 1, 1979 the Apri. 1 thru Jun Bid for hauling Mile, plus \$.0.		Price F.O.B. our plant 1686 Brit-tmore Rd., Houston					Cold Mix Mater.	:
The second secon	into Ft. Bend Hopper Hopper 18.50 /Ton 1979 20.00 /Ton 20.00 /Ton \$1.25 /T. for 1: 75 /Ton per mile		\$16.50 per Tc.		No Bid		No Bid	1	BIN BRICE

MONDAY, JANUARY 8,

1979 - 9:00 A.M.

ROAD MATERIALS

(E)	Atting of the Control	TARREST POR CANADA	11132 11132	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1							<u> </u>	<u> </u>	ni. Lt	4
	Tx. 78292	Uvalde Rock Asphalt Co. P. O. Box 531 San Antonio,	950 Threadneed Suite 142 Houston, Tx.	Colorado Rock			P. O. Box 284 Needville, Tx.	Jim Nohawitz	:	Angle-Tex Mat Corp.	•		FIRM	
	* 10		.e, (Delivered) in 18 Whee		ial wou	charge will ret the same. Any increase in pr	and Freight to Prct. 1. Frei	Road	•			pol.	ITEM # 1	•
	ess 10¢ per tor		any county ;	\$7.65 /T.	,	nain	ght	\$5.85 per yd					BID PRICE	
	discount 30 day		ob site in Fort p trucks)	2½% Lime Base	ditional.	the same. Any increase in price of mat. would be	Richmond. Frei Chrg. will rema	. Mat. & Freigh				Limestone Base Material	ITEM # 2	,
	net 31 days		Bend County	\$8.40 /T.		Ĉ	ght n	\$10.00 /T.					BID PRICE	
	By Rail : Sugarl	Type D Freight rates by Rosenberg Richmond						•	225 us \$	Apri. 1, thru J		Hot Mix Asphal. Road Materials	ITEM # 3	
	enberg, Needvi	\$7.50 /T. % truck: 16.10 /T. 16.68 /T.		No Bid			only	\$3.29 /T.	the first mir T. per mi.	une 30, 1979 \$30.00 /T.			BID PRICE	
	Simonton, Fulshear 11c, Stafford \$4.9											Cold Mix Marer.	ITEM # 4	
	\$4.79 /T.			No Bid			• •	\$3.29 /T. Freight					BID PRICE	
No.	•			· 				Only	-1	6-		•	· · · · · ·	

RE: ACCEPT BID OF CONROE CREOSOTING COMAPNY FOR BRIDGE MATERIAL FOR FORT BEND COUNTY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia and duly passed, the court accepted the bid of Conroe Creosoting Company for Bridge material for Fort Bend County, as follows:

Material Description	Unit Price Per Foot on Piling: 1000 bf on Lumber
35 ft. piling 12" Butt 12# Creo.	89,98 Each
30 ft. piling 8" Top 3# Creo.	72.99 Eacb
25 ft. piling 8" Top 8# Creo.	55.73 Each
20 ft. piling 8" Top 8# Creo.	38.05 Each
18 ft. piling 8" Top 8# Creo.	30.80 Each
16 ft. piling 8" Top 8# Creo.	25.78 Each
14 ft. piling 8" Top 8# Creo.	23.16 Each
12 ft. piling 8" Top 8# Creo.	19.46 Each
**************************************	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
NO. 2 OR BETTER SOUTHERN YELLOW PINE ROUGH BRIDGE TIMBER 12# CREOSOTE	
10"x12" - 14 ft.	555_00_MBM
10"x12" - 16 ft.	555.00 "
10"x10" - 14 ft.	525.00 "
10"x10" - 16 ft.	525.00 "
12"x12" - 24 ft.	705.00 "
12"x12" - 28 ft.	755_00 "
***************************************	······································
NO. 2 OR BETTER SOUTHERN YELLOW PINE SISLE TIMER 8# CREOSOTE	BRIDGE
4"x12" - 16 ft.	555.00 MBM
4"x12" - 14 ft.	555-00 MBM
4"x12" - 18 ft.	580,00 "
2"x8" - 24 ft.	610.00 "
2"x8" - 14 ft.	475.00 "
2"x8" - 12 ft.	510.00 "
2"x8" - 16 ft.	480.00 "
2"x4" - 16 ft.	520.00 "
2"x4" - 12 ft.	475.00 "
2"x4" - 18 ft.	520.00 "
2"x4" - 20 it.	520.00 "
3"x8" - 20 ft.	510.00 "
3"x8" - 24 ft.	610.00 "
3"x8" - 14 ft.	440.00 "
3"x8" - 18 ft.	510.00 "

3"x8" - 12 ft.

PENTA TREATED MATERIALS - MATERIAL DESCRIPTION AND SIZE 8" TOP

NO. 2 OR BETTER SOUTHERN YELLOW PINE

UNIT PRICE PER FOOT ON PILING 1000 bf on Lumber S4S BRIDGE TIMBERS 8# PENTA 500.00 MBM

520.00 "

480.00 "

475_00 "

520.00

520,00

540.00

4"x4" - 12 ft.

2"x6" - 16 ft.

2"x6" - 20 ft.

2"x6" - 12 ft.

2"x4" - 12 ft.

2"x4" - 16 ft.

2"x4" - 18 ft.

2"x4" - 20 ft.

10

2°x4° - 20 ft.	•	520.00 "	
xxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	«xxxxxxxxxxxxxxxxx	xxxxxxxx

PLEASE GIVE ALL AND COMPLETE SPECIFICATIONS ON ALL MATERIALS AND GIVE PRICES DELIVERED TO FORT BEND COUNTY OVER A SIX (6) MONTH PERIOD IN TRUCKLOAD AMOUNTS AS ORDERED.

The 35' piling is to be Southern Yellow Pine with minimum 12" butts, pressure treated to cubic foot with creosote. The 30' and shorter piling is to be Southern Yellow Pine with minimum 8" tops, pressure treated to 8# retention per cubic foot with creosote. All 16" and larger timbers to be Southern Yellow Pine No. 2 or Better, rough and treated to 12# retention per cubic foot with creosote. All 4" x 12" and smaller timbers to be Southern Yellow Pine Mo. 2 or Better, dressed on one side and one edge full to be treated to 8# retention per cubic foot with crossote. The 4 x 4's 2 or Better, SAS and cubic foot with Fenta

2-7 RE: ACCEPT THE LOW BIDS OF SIMON J. BERG COMAPNY INC., AND SOUTH COAST ENTERPRISES FOR WEED AND BRUSH CONTROL MATERIALS FOR FORT BEND COUNTY:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the low bid of the following for Weed and Brush materials for Fort Bend County.

Simon J. Berg Company, Inc. for Nalco Trol I - \$4.90 Qt. and Spot Control at \$3.35 Lb.

South Coast Enterprises for Banvel WS (4 Lb.) 30 Gal. drum at \$31.33 Gal. Banvel 720 -30 Gal. Drum at \$12.75 Gal. Hyvar-X or Equal - 50 gal. drum or 4 lb. bags - \$6.30 a Lb. Ded-Weed 40 Amine or Equal - Rhodia 4# 2,4,D-Amine 55 Gal drum at \$5.85 Gal. Mesamate or equal - 5 gal plastic pails at \$8.58 gal. Amchem or equal - 50 1b. drum at \$4.35 a 1b. Spot Control - Pramitol 5 PS - 50 1b. bag - \$0.58 1b.

28

RE: SETTING UP COMMITTEE FOR DEVELOPING POLICIES AND PROCEDURES MANUEL FOR FORT BEND COUNTY EMPLOYEES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court appointed the following committee to set up and develop policies and procedures manual for the Fort Bend County Employees.

County Judge Jodie E. Stavinoha -- appointed as Chairman of the Committee along with the following members.

Joyce Tompkins, County Auditor Tony Jebbia, Commissioner Precinct #3 Johnnie Pustka, Commissioner Precinct #1 Stanley Kucherka, County Engineer

Agenda will be posted prior to any meeting this committee will hold.

APPROVE BILLS:

All accounts shown in minutes of Accounts in Pryroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners' Court in person in January (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed and approved.

There being no further business the court adjourned at 4:30 o'clock P.M.

COUNTY JUDGE

ATTEST:

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND

BE IT REMEMBERED That on the 22nd day of January, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha County Judge Commissioner Precinct #1 Johnnie Pustka Commissioner Precinct #2 W. Lee Schmidt Commissioner Precinct #3 Tony Jebbia Commissioner Precinct #4 Ed. H. Helwig

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt and duly passed, the court approved the minutes of Special Session of January 15, 1979, as corrected.

7 RE: APPOINTMENT OF FORT BEND COUNTY HISTORICAL COMMISSION MEMBERS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the appointment of the Fort Bend County Historical Commission Members of 1979-1980. Mr. & Mrs. Jim Cartwright to be added as new members. List as follows:

Present Members:

	•			
Mrs. Leon Anhaiser	803 Venice	Sugar Land Fulshear	77478 : 77441	494-2046 346-1489
Mrs. L. J. Bentley	FO2 Moin	Richmond	77469	342-4376
Mr. James L. Boone	503 Main			
Miss Helen Jane Farmer	706 Hillcrest Dr.		77469	342-5714 232 - 9341
Mrs. D. Y. Fisher	1123 Fifth	Rosenberg	77471	272-9741
Mrs. Shad Graham	0015 N D-1	Missouri City		212 5016
Mrs. Jim Harris	2215 N. Belmont	Richmond	77469	342-5916
Mrs. E. M. Huggins		Fulshear	77441	342-1458
Mrs. Guy Humphrey	Box 1088	Rosenberg	77471	232-5685
Mrs. H. G. Johnson	1216 Georgina	Rosenberg	77471	342-8916
Mrs. J. H. Jones	505 Union	Richmond	77469	342-5242
Mrs. R. T. Lamkin		Simonton	77476	346-1493
Mrs. Walter Lalley	3431 FM 1092	Missouri City		499-1166
Mrs. Milton R. Lane	1314 Third St.	Rosenberg	77471	342-5215
Mrs. T. E. McCarty	611 Liberty	Richmond .	77469	342-2747
Mrs. Hilmar Moore	900 Hillcrest Dr.	Richmond	77469	342-3758
Mr./Mrs. A. E. Myers	417 So. 11th	Richmond	77469	342-5586
Mr. Herbert Nowotny	3302 Rosenberg	Needville -	77461	
Col./Mrs. James R. Prowell	400 Hillcrest Dr.	Richmond	77469	342-3437
Mrs. Myrtle Reeves		Orchard	77464	•
Mr. T. C. Rozelle	P. O. Box 466	Sugar Land	77478	494-2485
Mrs. Paul Sabrsula	Box H		77476	342-1563
Mr./Mrs. Louis Senkel	1108 Fifth St.	Rosenberg	77471	342-2210
Mrs. J. O. Terry	11510 So. Garden	Houston	77071	774-2496
Mrs. R. L. Wallace	P. O. Box 297	Richmond	77469	232-5686
Mrs. H. A. Willey	Rt. 2	Richmond	77469	342-5041
Miss Pauline Yelderman	Box 614	Rosenberg	77471	232-4583
Mrs. Linda Yoder	410 4th St.	Richmond	77469	342-3331
Mr/Mrs. J. Herbert Douglas		Missouri City		•
			and the second second	e e constitución de la constitución

Reverse Index to Minutes, District Courts of Lan Minute Book PLAINTIFFS' NAMES DEFENDANTS' NAMES File No. 62 333-359 Bennie Weddle, next 28509 Bybee, Steve, et al Boyle, V.J. Worthey, From 62 239.312 14 239-313 28526 Black, Clarence City of Paris, Texas 339-35 Amogene Jerry Bibbs 28535 Bilbe, Sammie L. Besse's Department Store of 28542 Paris, Jepas, one 62 *354-36* H. Mining 63/5-75-3-50-Marjorie Wilson, et vir 28561 Bills, W.a. stal 165 28572 Baker Treath and 25579 Life Unsurance Company Willie May Baker 62 Gred Smith 62 Jack Buster 28606 Buster, Edwina ann avis Berry 28622 Berry John 62 62 J.C. Braunan 28631 Brannan, Eula ainey Construction Company, Inc 28632 Banks, G. W. 62 Lerry Baker 28661 Baker, Colleen Eaves 303-State of Texas 28676 Beard Lorene Thurman, et al 303-State & Texas 28676 Beard, Kudolph, et al 62 303-State of Jefas 28676 Brown, Kose aun, et al 62 303 State of Jefas 28676 Brown, Vernel, et al 411-411. Sam D. Furgeson 28681 Bell, Frances 494-67 Birdie Ballard 28687 Ballard, Curtis 637-17 Mary Bush 25700 Bush, W. D. 62 303-28704 Bills, Era Josey, et al State & Texas 62 303-State of Texas 28704 Black, Willie Posey Decis, et al 62-303-State of Jeyas 28704 Black, Welson Hosey Deid 62 510-Faxe Tomplin Brutcher 28710 Bratcher Leanard F. 62 280-Tinger fan Doyett Paris Independent School 287/3 Boyett Ethridge O'Danie 28716 Bozeman, alberta 62 113-13 Hatricia Margaret Boswell 28724 Boswell, Charles Ivan 62 28725 (Bell James Elton) 15 62 28750 Bowen, H.O. (Pete) 43-45 28756 Boswell Dairies, a Glistning Son, Hubert anderson, Jr. Corporation

New Members:

Mrs. Ada Moon	4333 So. Main	Stafford	77477	
Mrs. R. H. Brandstetter	3805 Avenue J	Rosenberg	77471	342-6272
Mrs. Ellis Brooks			77478	494-3669
Mrs. C. E. Brugier	507 Longview Dr.			494-1718
Mr./Mrs. Robin Buddecke			77469	342-8777
Mrs. M. W. Butler	109 Hillcrest Dr.		77469	342-2088
-Mrs. Jim Cartwright		Missouri City		499-1436
Mrs. Hugh A. Cole			77469	232-4547
Mrs. Dorothy Hinds	Box 286		77476	346-1436
Mrs. Herman Klawitter	1003 Edgewood Dr.		77469	342-4773
Mrs. Fred Koonce	2310 Quail Valley			499-1684
Mr. Milton Lane, Jr.	2209 Ripple Creek		77471	342-2440
Mrs. Robert Lindsey	1201 Brazos	Rosenberg	77471	342-4523
Mrs. Tom McColloch	608 Union	Richmond	77469	232-3370
Mrs. Guy McNutt	1214 6th St.	Rosenberg	77471	342-4120
Mrs. Joe Middlebrooks	623 Lakeview	Sugar Land	77478	494-5810
Mrs. John Ott	1200 Brazos	Rosenberg	77471	342-6478
Mr./Mrs. McKay Otto	1810 Avenue M		77471	342-5591
Mrs. George A. Reading, Jr.	1314 Courtney Dr.	Richmond	77469	342-2644
Mrs. John C. Rogers	1023 Lindsey Dr.	Rosenberg	77471	342-4147
Mr Richard Sellah		Thompsons		545-8741
Mrs. S. R. Sellah		Thompsons		545-8876
Miss Lillian Stavinoha	1203 Elizabeth	Rosenberg	77471	342-8519
Mrs. R. S. Werner	1111 Edgewood Dr.	Richmond	77469	342-8381
			**	

Ex-Officio Members:

	r de la companya de		
County Judge Jodie Stavinoha			
Comm. Tony Jebbia	10002 Mula Rd.	Stafford,	77477
Comm. Ed. Helwig	Box 68	Fulshear	77441
Comm. W. Lee Schmidt	P.O. Box 154	Needville	77461
Comm. Johnnie Pustka	Rt. 1, Box 249A	Richmond	77469
Mayor Ken Valka		Missouri City	77459
Mayor L. L. Scarcella	102 Avenue F.	Stafford	77477
Mayor Roy Cordes	826 Oyster Creek Dr.	Sugar Land	77478
Mayor Hilmar Moore	900 Hillcrest Dr.	Richmond	77469
	Box 32	Rosenberg	77471
	P.O. Box 48	Beasley	77417
Mayor Willie Sliva, Sr		Orchard	77464
Mayor Leroy Miksch		Needville	77461
		Kendleton	77451
Mayor Ennis Humphrey Mayor Jamie Roberts		Fulshear	77441

3 RE: PERMISSION FOR THE FORT BEND COUNTY FAIR ASSOCIATION TO ADVERTISE FOR BIDS FOR ADDITIONAL BOX SEATS FOR THE RODEO ARENA:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized the Fort Bend County Fair Association to advertise for bids for additional Box-Seatsfor the Rodeo Arena. Fort Bend County Fair Association to pay for same.

RE: RECOMMENDATION FROM THE COURT FOR THE FAIR ASSOCIATION TO INITIATE CHARGES FOR FACILITIES AT THE FAIRGROUNDS:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia and duly passed, the court recommended that the Fair Association charge one-half the price of daily rate for setting up and tearing down, other than the day the event is being held, for facilities used at the Fairgrounds.

All the state of

RE: ADVERTISE FOR BIDS FOR THE PAINTING OF THE CARETAKERS HOUSE AND STORAGE BUILDING AT THE FORT BEND COUNTY FAIRGROUNDS:

North the Control of the second of the secon

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to advertise for bids for the painting of the caretakers house and storage building at the Fort Bend County Fairgrounds.

RE: ALLOCATION OF REVENUE SHARING TITLE E.P.10:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court allocated Revenue Sharing Title E.P. 10 as follows:

- 1. School Crossing Guards County Wide -----\$2,000.00
- 2. Title V Grant Matching Fund-----\$7,678.67
- 3. Youth Opportunities unlimited-----\$10,000.00

RE: ADVERTISE FOR BIDS FOR MULTI-PURPOSE EARTH MOVING MACHINE, WITH TRADE-IN AND WITHOUT TRADE-IN FOR PRECINCT #1 AND EXCAVATING MACHINE, WITH TRADE-IN AND WITHOUT TRADE-IN FOR PRECINCT #3:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to advertise for bids on the following;

Multi-Purpose earth moving machine, with trade-in and without trade-in for Precinct #1

Excavating machine, with trade-in and without trade-in for Precinct #3.

RE: APPLICATION FOR AND PERMIT GRANTING STORM SEWER CROSSING TO BERG DEVELOPMENT COMPANY, INC. FOR MEADOWCREEK MUNICIPAL UTILITY DISTRICT IN MEADOWCREEK SUBDIVISION SECTION 5:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the application for and permit granting a 48" storm sewer canal crossing to Berg Development Company, Inc. for Meadowcreek Municipal Utility District in Meadowcreek Subdivision Section 5.

General Construction Layout Plat for 48" Storm Sewer Canal crossing for Meadowcreek M.U.D. in Meadowcreek Subdivision Section 5 presented to the court and on file in the Drainage Engineers office.

APPLICATION FOR AND PERMIT GRANTING STORM SEWER CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES	NOW	BERG	DEVELOPMENT	COMPANY.	INC.	 	
•							

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a storm sewer under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said storm sewer in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said storm sewer and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said storm sewer.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals	s this	19th	_ day of
January 1979	•		

Attest: Secretary

Treased Receit

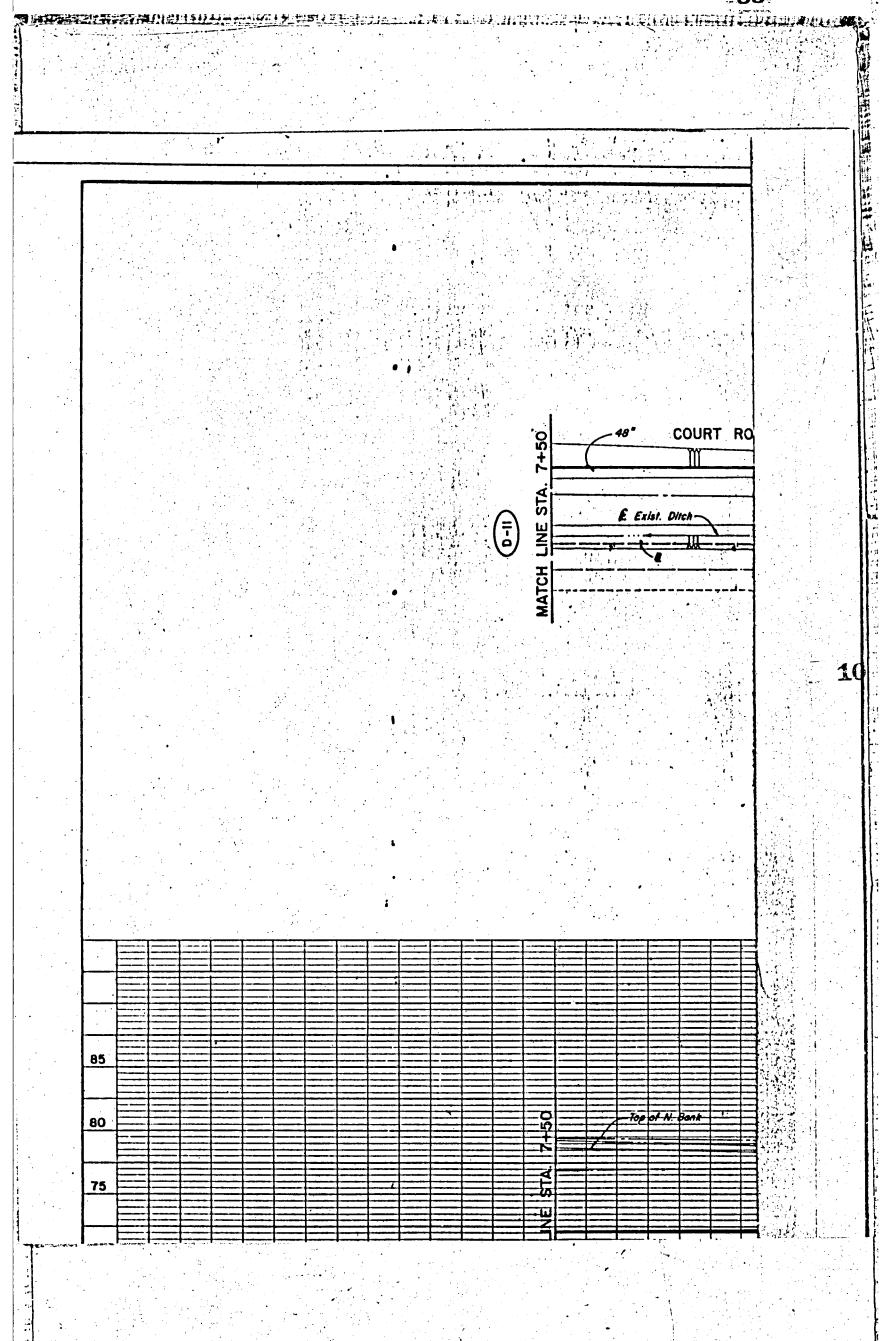
PERMIT

IN THE COMMISSIONER'S COURT ----FORT BEND COUNTY, TEXAS day of January on motion duly made, seconded and passed by the COMMISSIONERS! COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

by: John E. Shannen County Judge

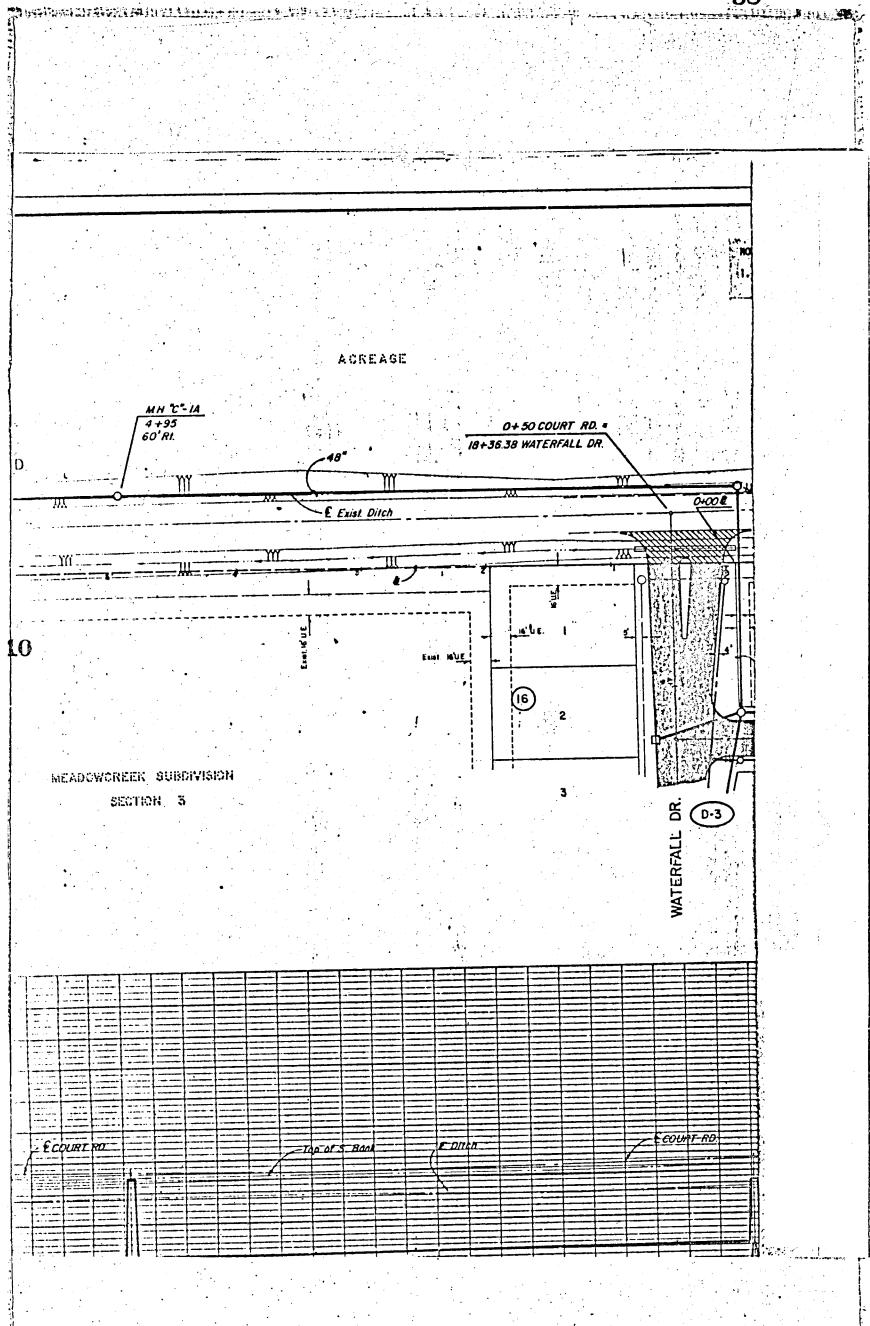
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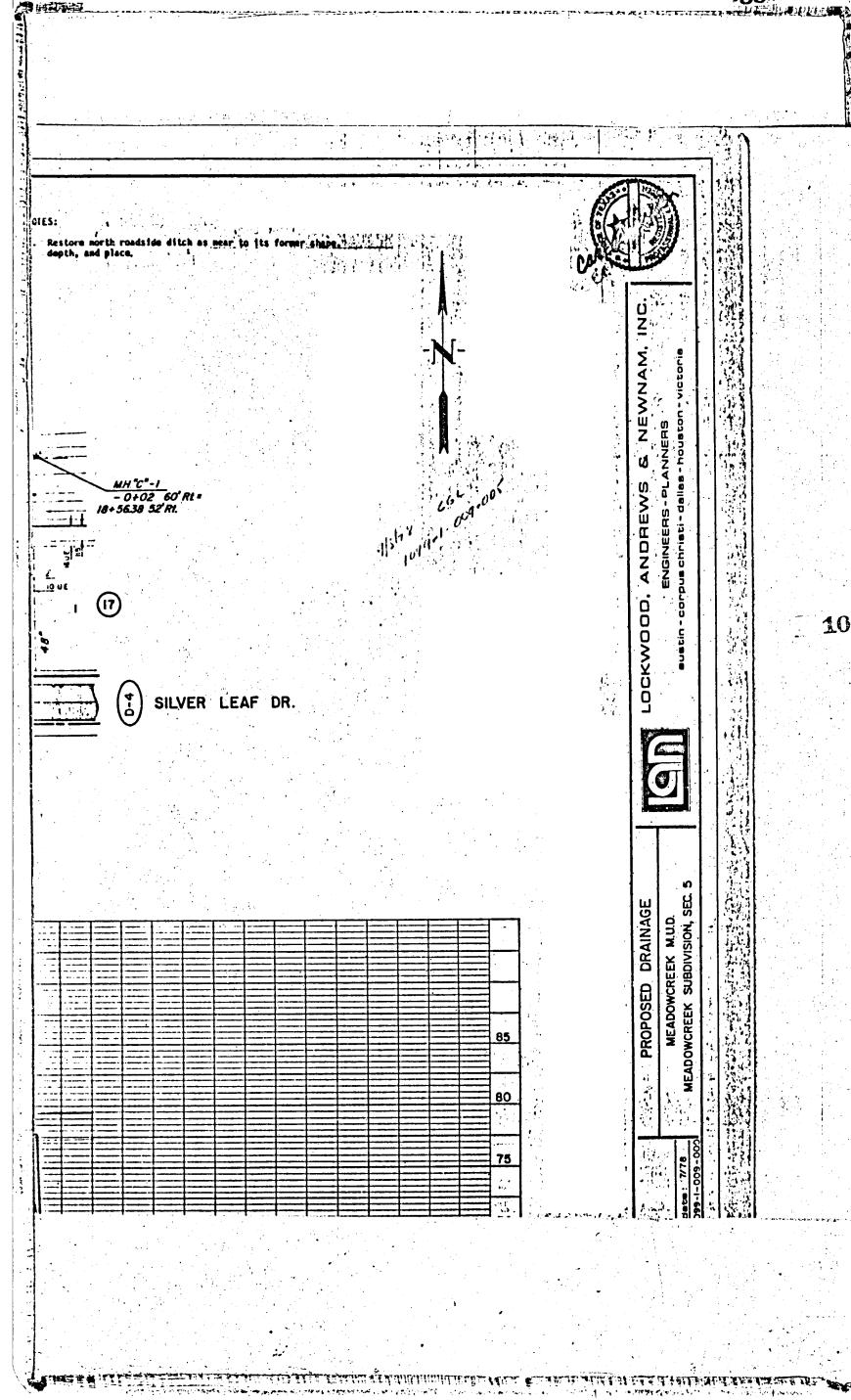
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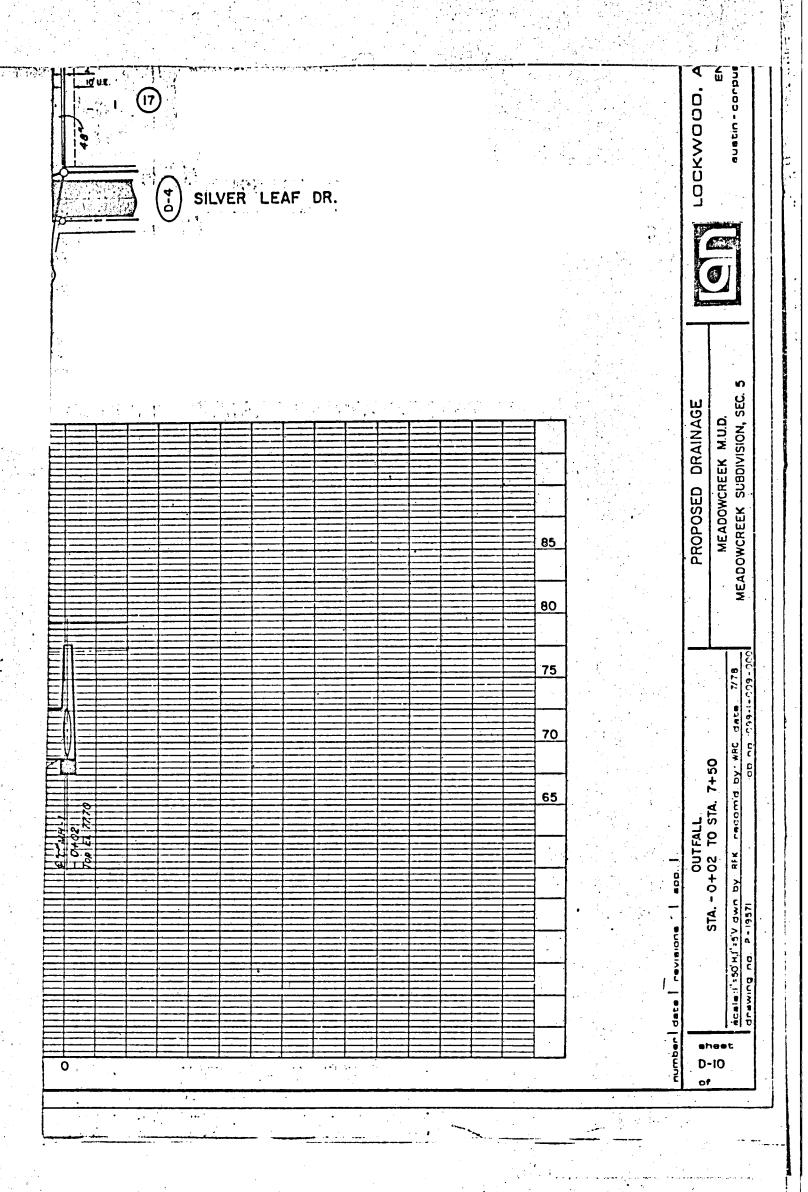
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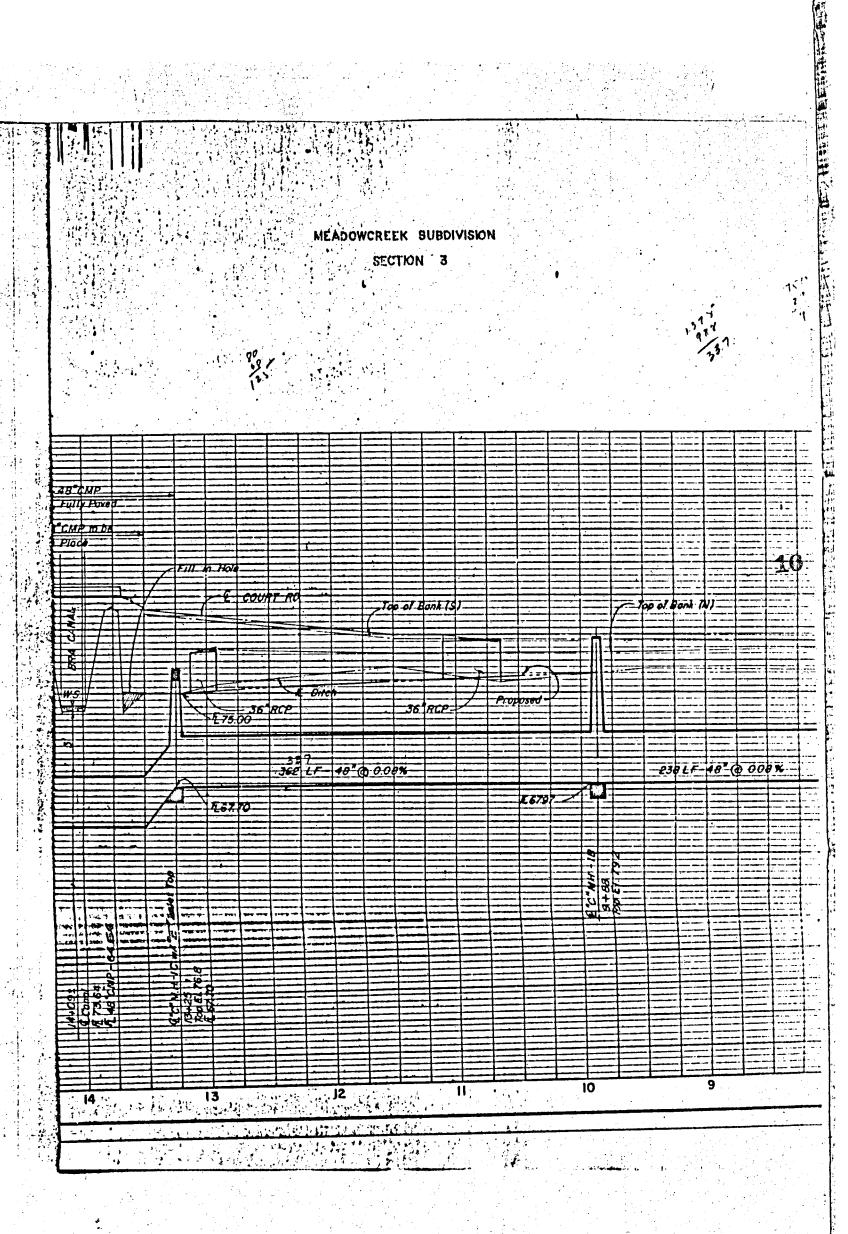


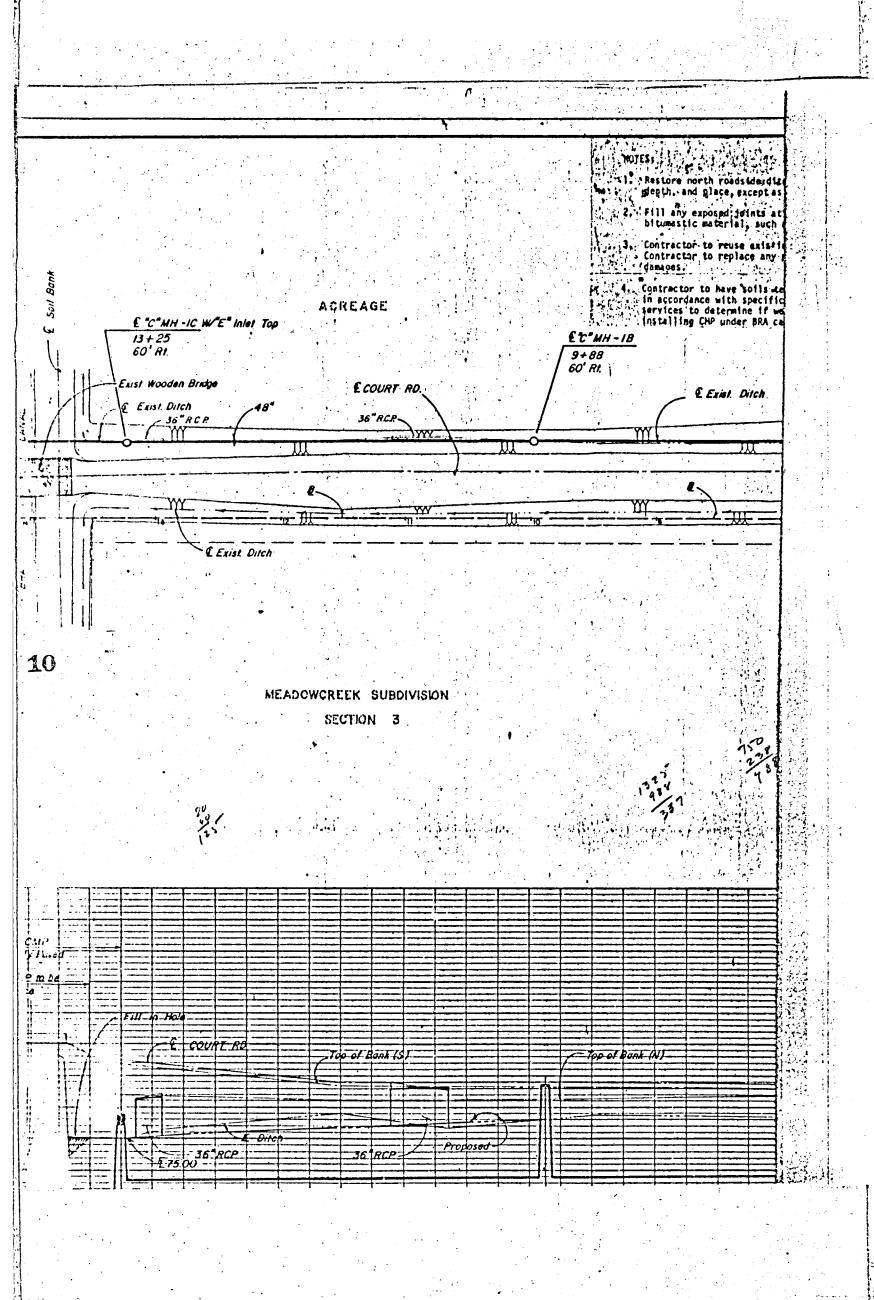
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NOTICE TO CONTRACTOR:

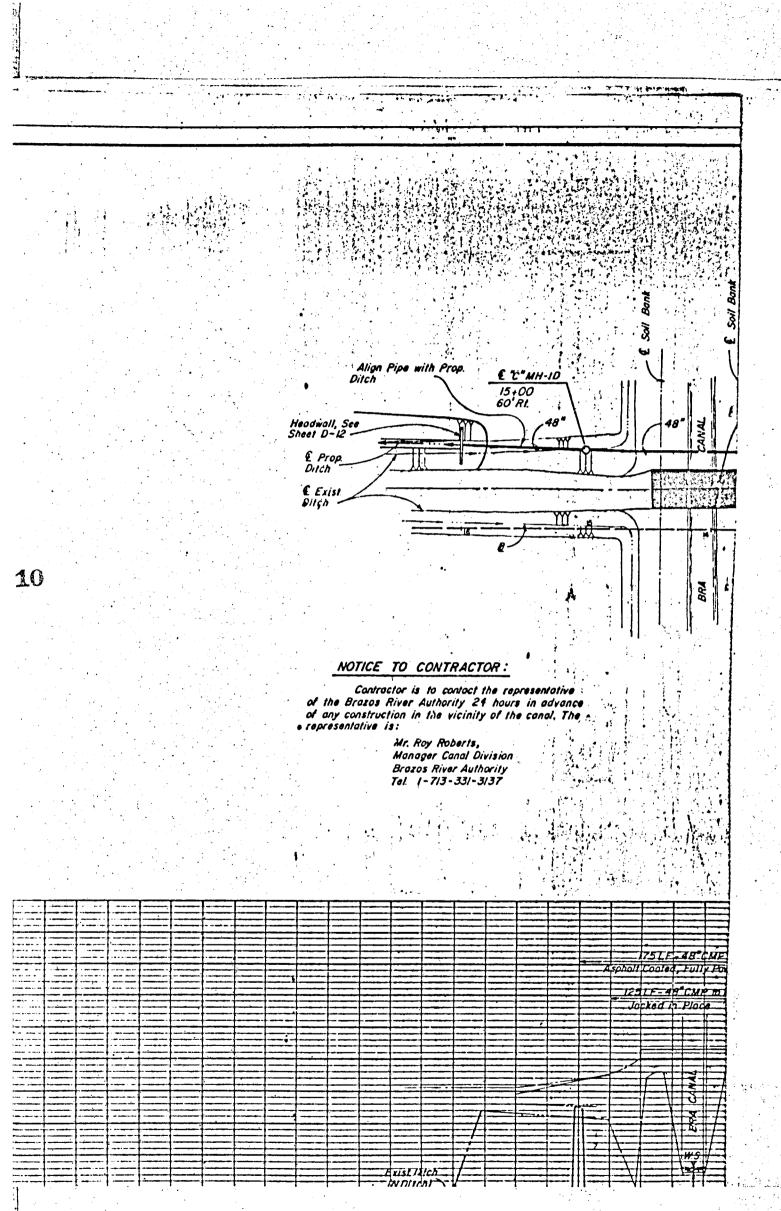
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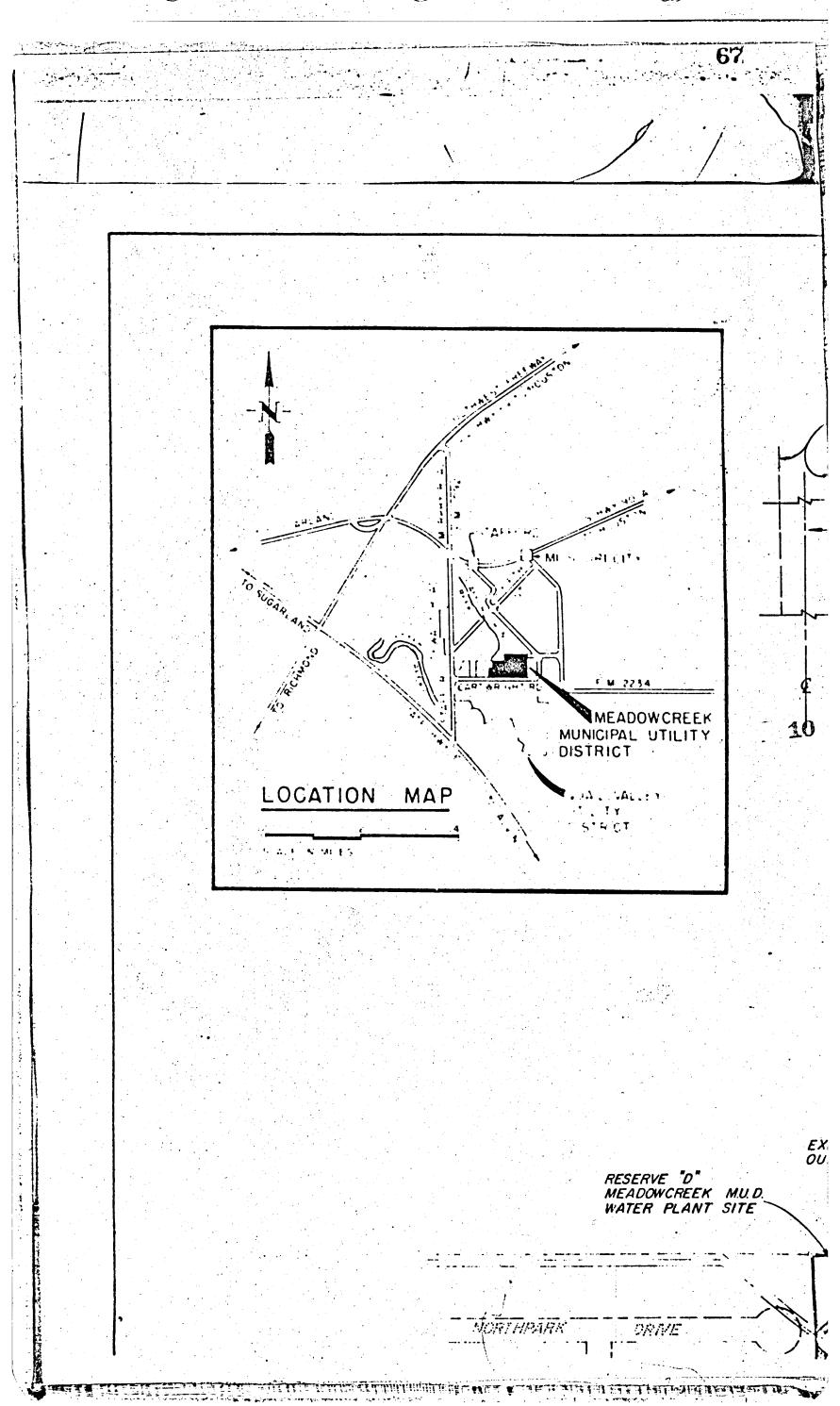
Contractor is to contact the representative of the Brazos River Authority 24 hours in advance of any construction in the vicinity of the canal. The erepresentative is:

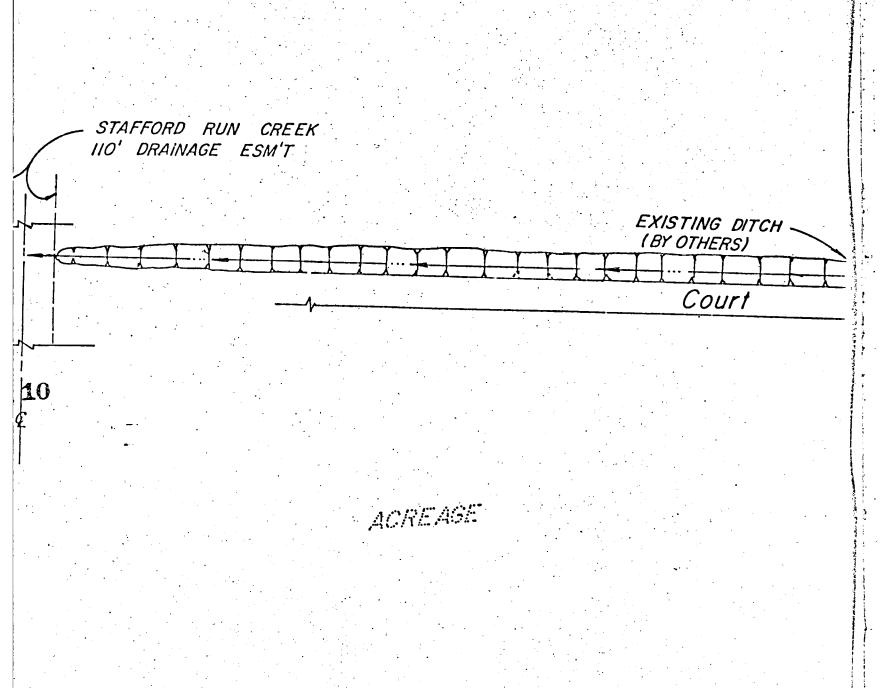
Mr. Roy Roberts, Manager Canal Division Brazos River Authority Tel. 1-713-331-3137

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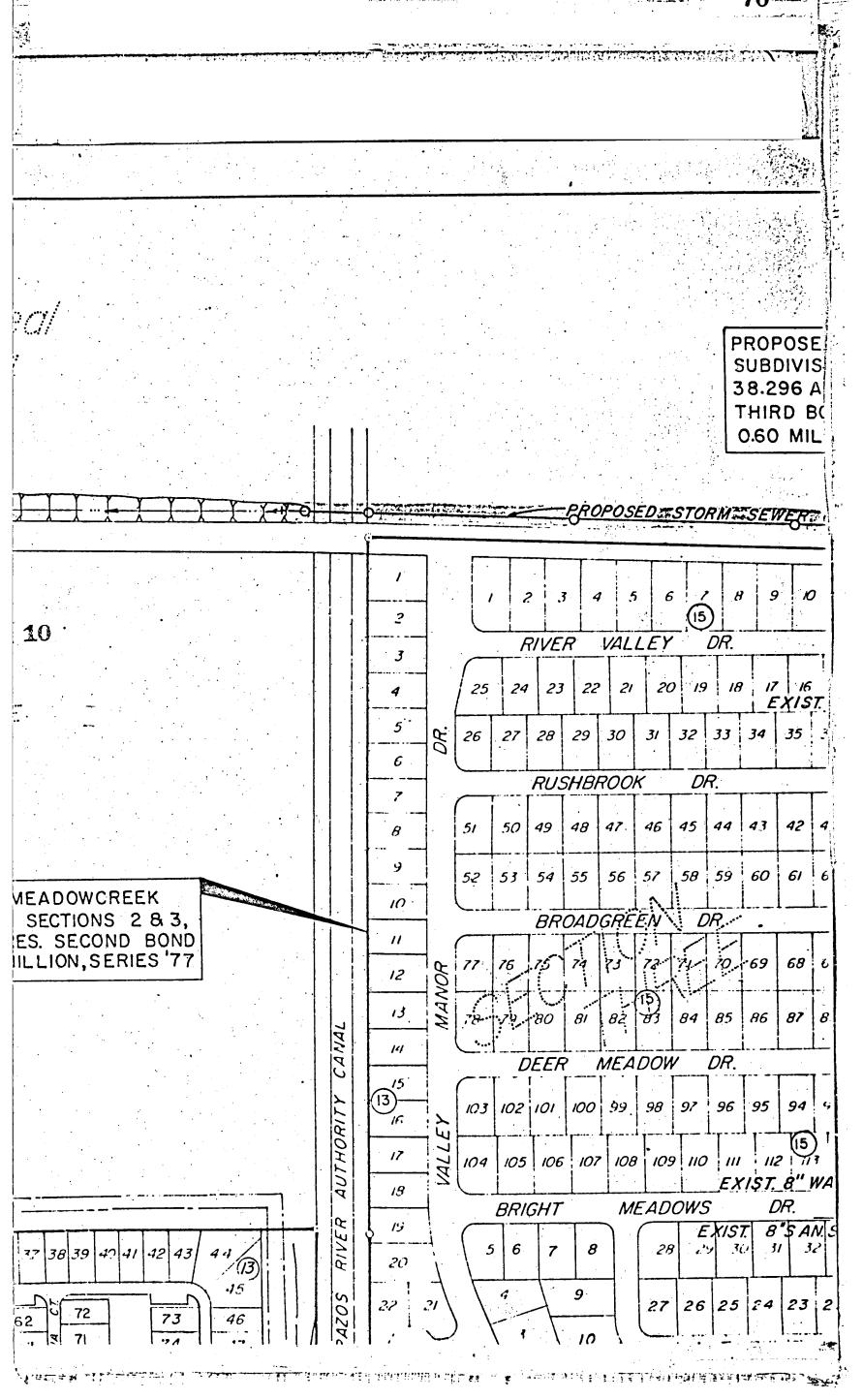
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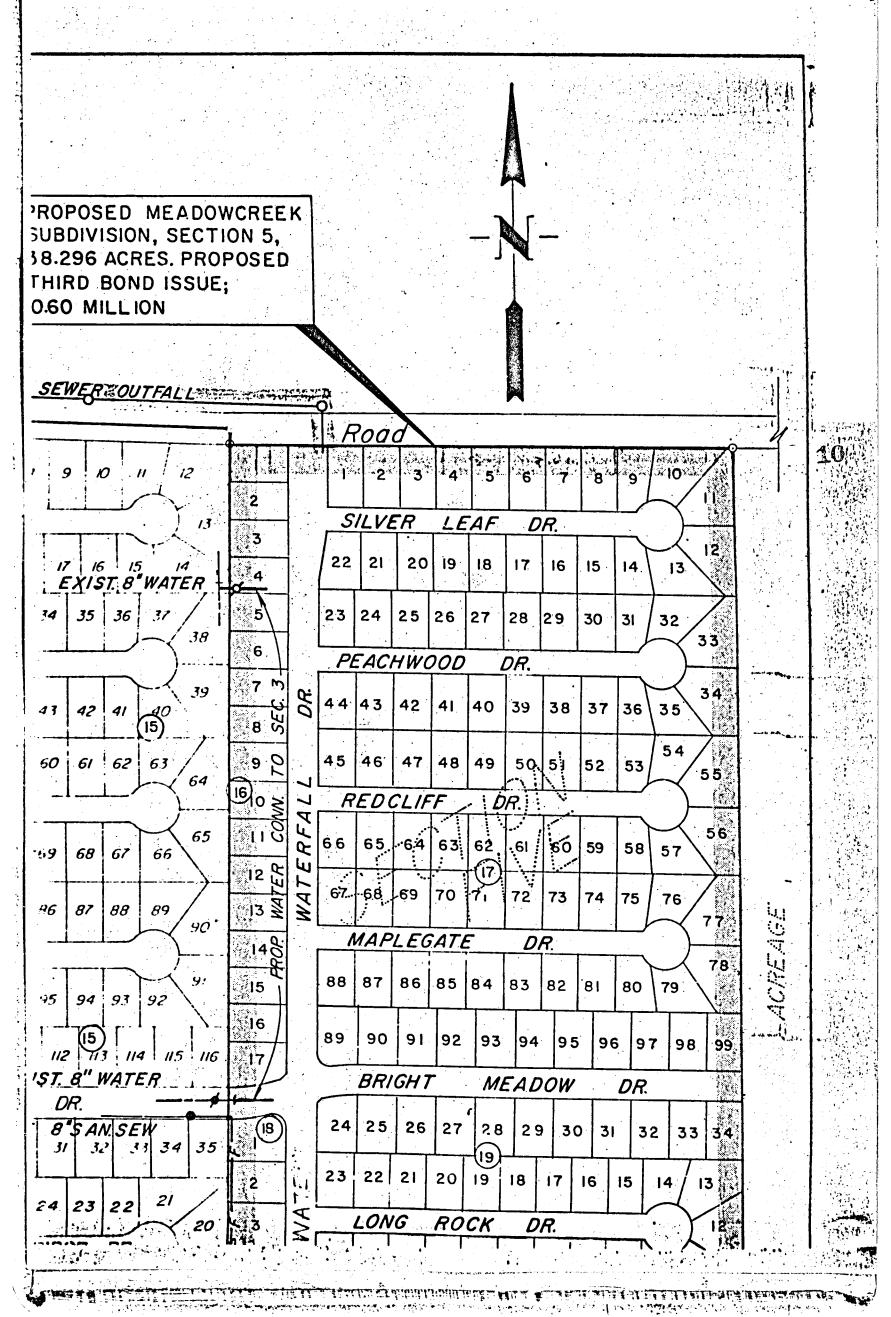
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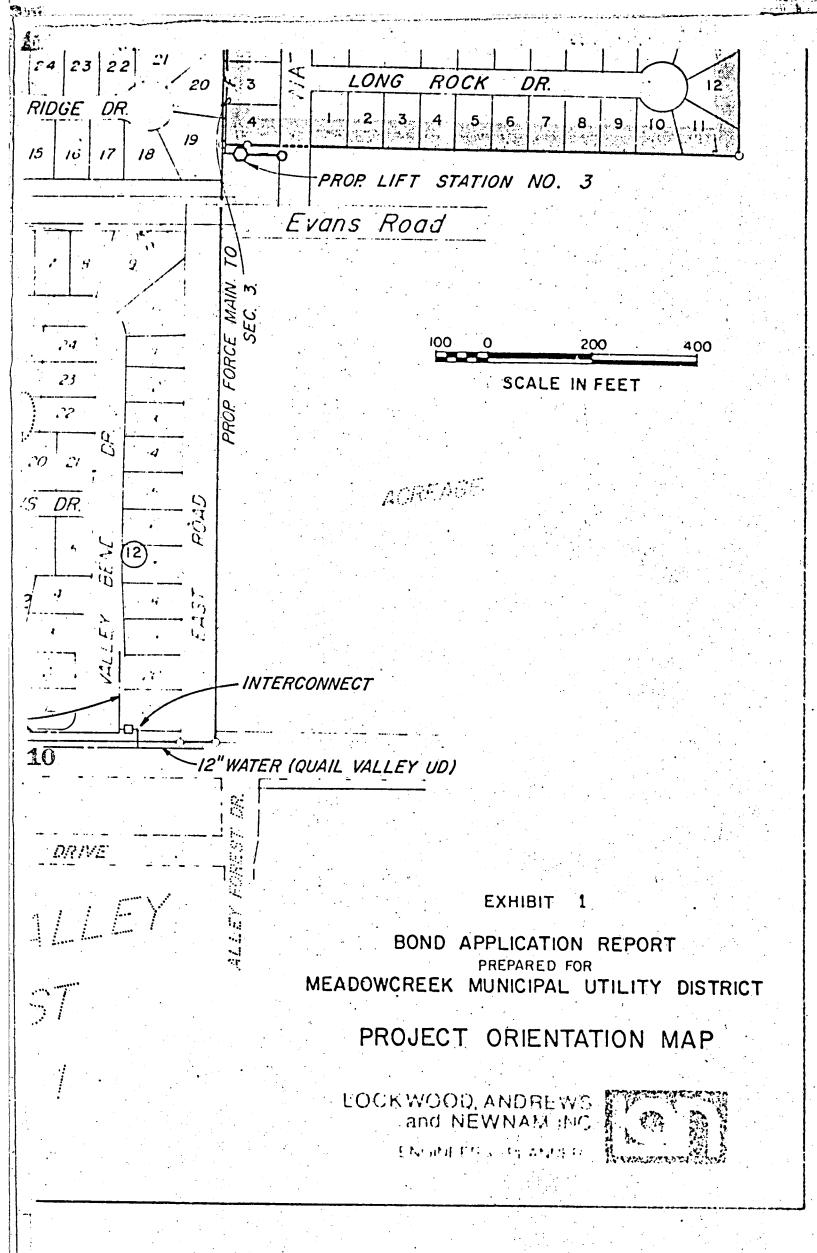
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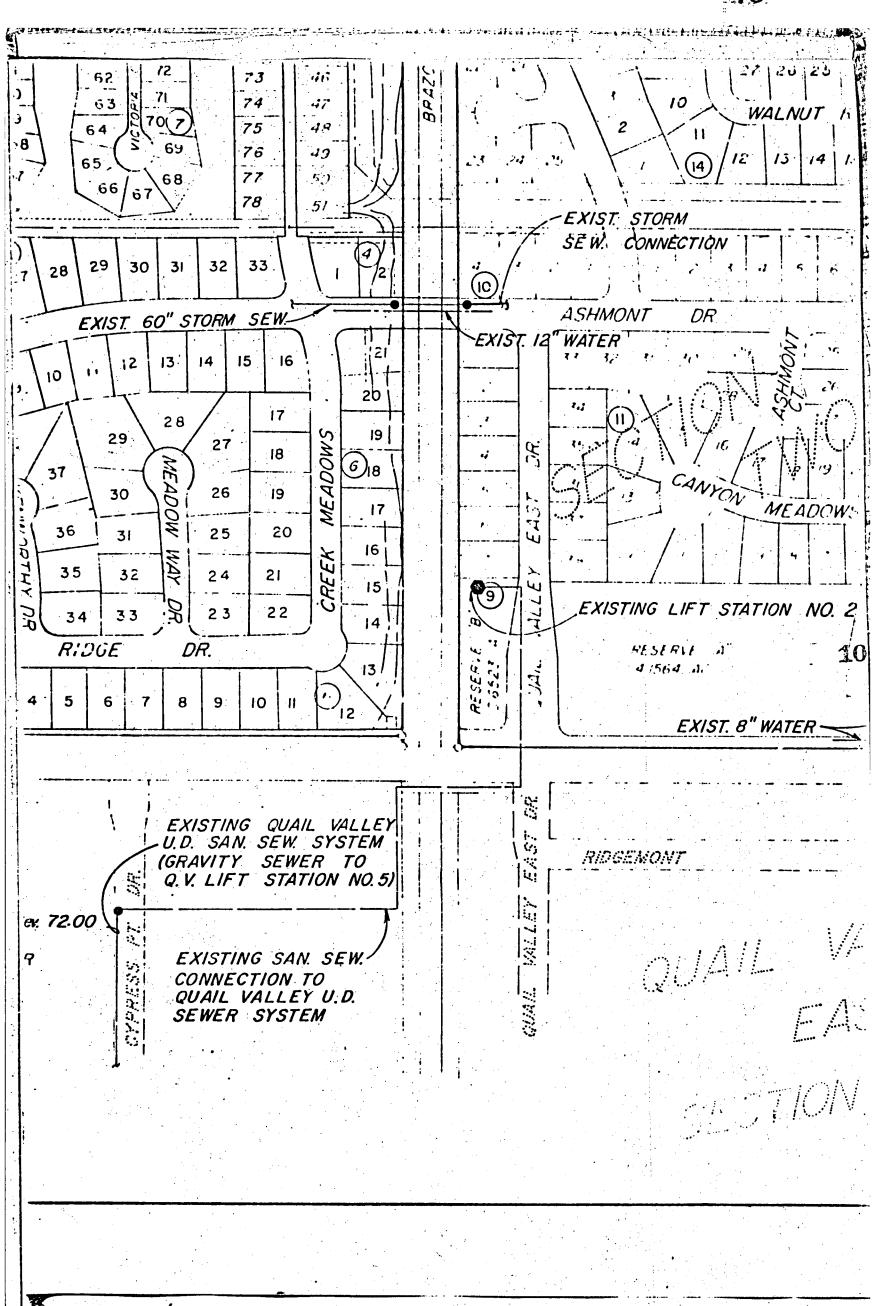
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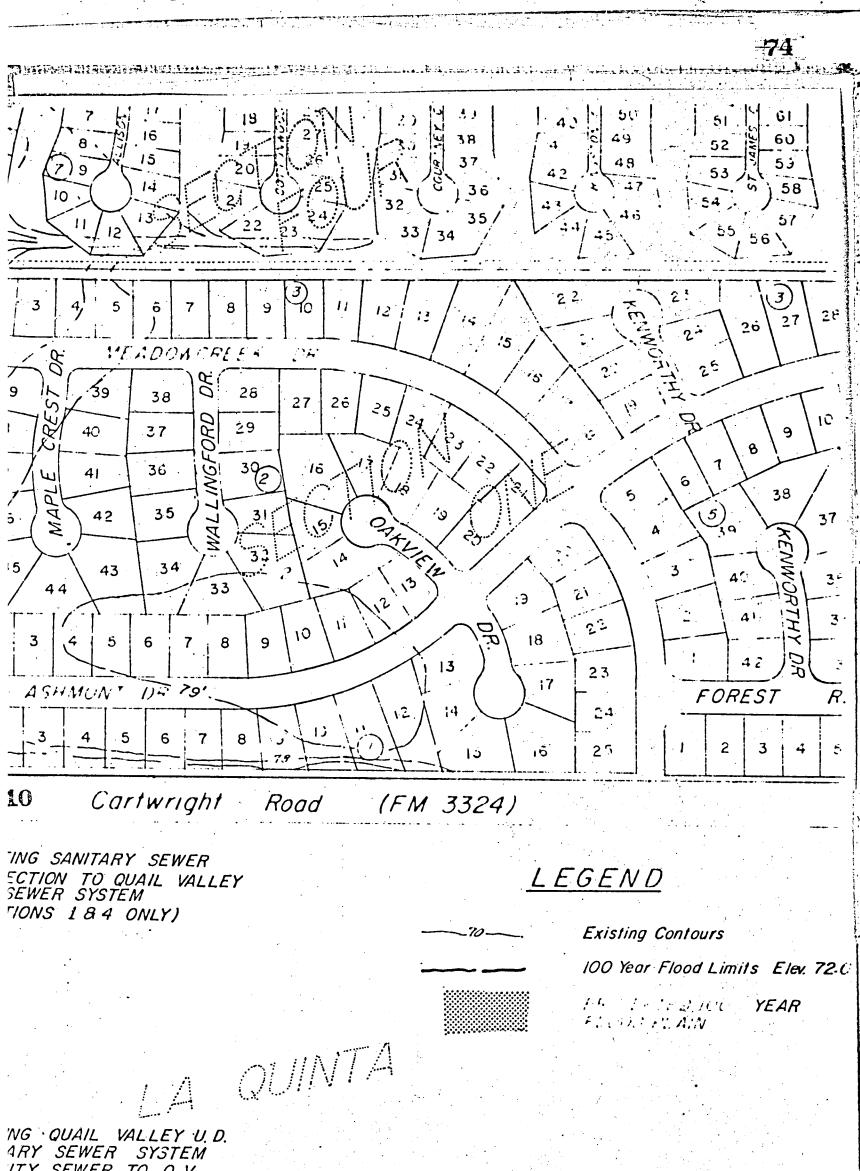




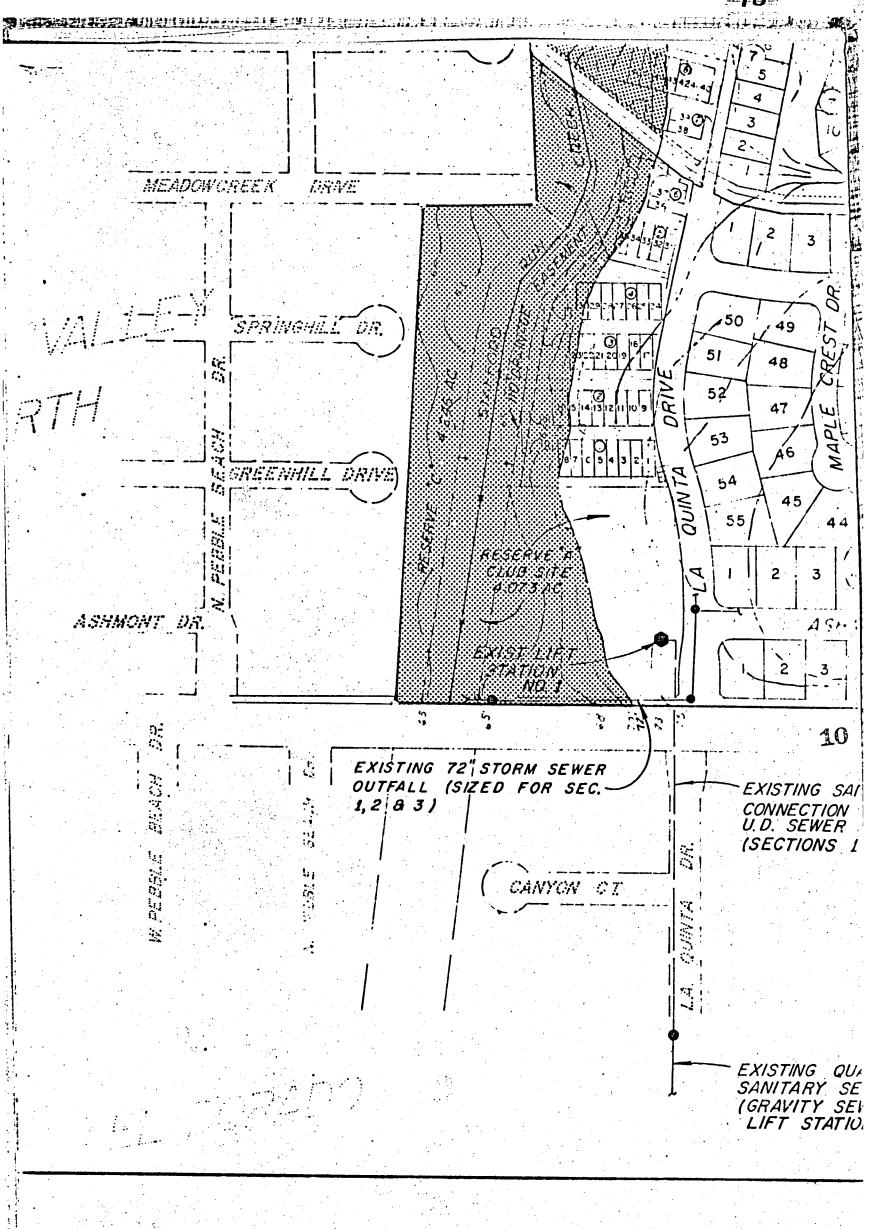








ITY SEWER TO Q.V. STATION NO. 5)



MEADOWCHEEK WORTH WORKENHILL 10 ASHMONT DR.

RE: AN ORDER OF THE COUNTY JUDGE CANVASSING THE RETURNS OF THE ELECTION OF THE INCORPORATION OF THE VILLAGE OF SIMONTON, TEXAS, DECLARING THE RESULTS THEREOF AND PROVIDING FOR THE RECORDING THEREOF:

ORDER NUNC-PRO-TUNC FOR ENTRY IN COMMISSIONERS' COURT MINUTES OR APPLICATION FOR INCORPORATION AND THE ORDER OF ELECTION IN RE: VILLAGE OF SIMONTON, FORT BEND COUNTY, TEXAS:

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On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the order of the County Judge canvassing the

returns of the election of the Incorporation of the Village of Simonton, Texas, declaring the results thereof and providing for the recording thereof. Order Nunc-Pro-Tunc for entry in Commissioners' Court minutes or Application for Incorporation and the Order of Election in Re: Village of Simonton, Fort Bend County, Texas.

Whereas, it appears that the application for an election on the incorporation of the village of Simonton, Fort Bend County, Texas was filed as required by law in the office of the County Judge of Fort Bend County on November 3, 1978.

ORDER NUNC-PRO-TUNC FOR ENTRY IN COMMISSIONERS' COURT MINUTES OR APPLICATION FOR INCORPORATION AND THE ORDER OF ELECTION IN RE: VILLAGE OF SIMONTON, FORT BEND COUNTY, TEXAS:

/n----dad-da_tho minutes in full)

WHEREAS, it appears that the application for an election on the incorporation of the Village of Simonton, Fort Bend County, Texas, was filed as required by law in the office of the County Judge of Fort Bend County on November 3, 1978, and

WHEREAS, it appears that pursuant to such application, an order for such election was made and entered by the County Judge of Fort Bend County, Texas, on November 3, 1978, and

WHEREAS, pursuant thereto such election was had and that the said Village of Simonton was duly and regularly incorporated and that all subsequent corporate proceedings were duly recorded in the minutes of the Commissioners' Court of Fort Bend County, Texas, and

WHEREAS, it appears that the aforesaid application for election on such incorporation and the order of such election were not recorded in the official minutes of the Commissioners' Court of Fort Bend County, Texas.

IT IS THEREFORE HEREBY ORDERED that the aforesaid application for incorporation of the said Village of Simonton and the order in the official minutes of the Commissioners' Court of Fort Bend County, Texas, same to have the same force and effect and to be effective as though

भारतक इंदर है, इस स्वरूपा यह से सामिति सिता सिता होते था। इस माने सामित के सामित के से सिता है के सिता सिता के

originally and duly recorded in said minutes of the Commissioners' Court of Fort Bend County, Texas.

ENTERED this the 22 day of January , 1

COUNTY JUDGE COUNTY, TEXAS

OF

FORT

AN ORDER FOR HOLDING AN ELECTION ON THE

INCORPORATION OF THE PROPOSED VILLAGE OF SIMONTON, TEXAS

THE STATE OF TEXAS

COUNTY OF FORT BEND S

WHEREAS, an Application has been presented and filed with the undersigned County Judge of Fort Bend County, Texas, requesting that an election be held within a designated area in Fort Bend County, Texas, and such area was specifically described by metes and bounds and a plat thereto showing the designated area was attached thereto, for the purpose of determing whether said designated area should be incorporated under the name of "Village of Simonton, Texas"; and

WHEREAS, the undersigned County Judge has reviewed the Application and Exhibits thereto and does hereby find satisfactory proof that the proposed Village of Simonton, Texas, contains more than two hundred (200) inhabitants, and that said Application is in compliance with all legal requirements and is signed by more than twenty (20) residents thereof who would be qualified voters at the proposed election; therefore,

IT IS ORDERED, ADJUDGED AND DECREED:

- 1. That all findings and determinations contained in the above recitals are adopted and made a part of this Order and the Application to incorporate the proposed Village of Simonton, Texas, is hereby granted.
- 2. That an election on the question of the incorporation of the Village of Simonton shall be held on the 13th day of January , 1979, at the following designated place within the proposed Village of Simonton, Texas, to-wit:

Simonton Civic Club, Simonton, Texas

At said election the following Proposition shall be submitted to all duly qualified electors residing within the proposed Village of Simonton, the boundaries of which are described in Exhibit A and are shown on the plat, both of which are attached hereto and made a part hereof for all purposes:

PROPOSITION

SHALL THE VILLAGE OF SIMONTON, TEXAS BE INCORPORATED AS A VILLAGE OF THE STATE OF TEXAS WITH THE BOUNDARIES AS SHOWN IN THE APPLICATION ON FILE WITH THE COUNTY JUDGE OF FORT BEND COUNTY, TEXAS, WITH SAID VILLAGE TO BE KNOWN AS THE VILLAGE OF SIMONTON, TEXAS AND OPERATE AND EXIST UNDER AND SUBJECT TO THE AUTHORITY, PROVISIONS AND CONDITIONS OF AND WITH THE RIGHTS, POWERS AND DUTIES CONTAINED IN ARTICLE XI, SECTION 4 OF THE TEXAS CONSTITUTION AND CHAPTER 11, TITLE 28, OF THE REVISED CIVIL STATUTES OF TEXAS, 1925 AND ALL AMENDMENTS THERETO?

3. That preclearance of this governmental action affecting voting shall be obtained by the appropriate authorities from the United States Justice Department in accordance with the Voting Rights Act.

- 4. That the boundaries of the proposed Village of Simonton, Texas, shall constitute one election precinct and Mrs. Margie King , a resident and qualified voter in said area sought to be incorporated, is hereby appointed as the Presiding Judge at said election. Said Presiding Judge shall select two judges and two clerks to assist in holding the election. Absentee voting shall be conducted by Maurice Berkman, absentee voting clerk, at H. Berkman Grocery Store, Inters. F.M. 1093 & Texas for the period beginning Dec. 26,1978 and ending 1489

 January 9, 1979 from 8:00 a.m. to 5:00 p.m. on each day Simonton.T that is not a Saturday, Sunday or official State holiday.
 - 5. Notice of said election shall be given by posting a copy of this Order at three (3) public places within the proposed Village of Simonton, Texas, and said Notice shall be posted not less than ten (10) days prior to the date fixed for said election. The person posting said Notice shall execute an affidavit of such posting.
 - 6. Voting at the election shall be by the use of paper ballots, and the official ballot for said election shall have written or printed thereon, in English and Spanish, the following:

OFFICIAL BALLOT

Place an "X" in the square beside the statement indicating the way you wish to vote

CORPORATION

NO CORPORATION

7. If a majority of the votes are cast in favor of incorporation, the officers holding the election shall make return thereof to the undersigned County Judge within ten (10) days after the same was held.

ORDERED AND ENTERED this 3rdday of November , 1978

COUNTY TUDGE

FORT BEND COUNTY, TEXAS

APPLICATION FOR INCORPORATION OF THE VILLAGE OF SIMONTON, TEXAS

THE STATE OF TEXAS

COUNTY OF FORT BEND S

TO THE HONORABLE JUDGE OF FORT BEND COUNTY, TEXAS:

We the undersigned qualified electors, being twenty (10) or more of the duly qualified resident voters within the a.e., to be incorporated, acting pursuant to the provisions of Cital ter 11, Title 28 of the Revised Civil Statutes of Texas, 122; and all amendments thereto, respectfully make application for the incorporation of the Village of Simonton, Texas and activities respectfully show the following:

Τ.

That the name of the proposed Village shall be Simonton. Texas.

II.

The proposed incorporated Village of Simonton, Texas, il 12 contain an area of less than two (2) square miles, situated wholly within Fort Bend County, Texas, the boundaries of warded are more fully described in Exhibit A attached hereto and trace a part hereof for all purposes and are more fully shown in the plat of the proposed incorporated Village of Simonton which is attached hereto as Exhibit B and made a part hereof for it purposes.

The proposed Village of Simonton, Texas, contains more than two hundred (200) and less than ten thousand (10,000) and habitants and is not situated within the extraterritorial proposed diction of any incorporated city, town or village of this State.

No election on the question of incorporation of the proposed Village of Simonton, Texas, has been ordered during the ordered proposed year preceding the filing of this Application.

WHEREFORE, PREMISES CONSIDERED, the undersigned respectfully pray that the Honorable County Judge of Fort Bend Country, Texas, find that the Village of Simonton contains the requisite number of inhabitants and that this application is signed by twenty (20) or more duly qualified resident voters who reside within the area sought to be incorporated and is in full compliance with the legal requirements for making an application for the incorporation of the Village of Simonton, Texas, for the purpose of submitting the question of incorporation to the qualified voters of the area sought to be incorporated; that an officer be appointed to preside at the election and said officer shall select two (2) judges and two (2) clerks to assist: in holding the same; that notice be given for at least ten (10) days prior to the election by posting advertisement thereof at three (3) public places in the proposed Village of Simon : "; and for such other proceedings and orders as are proper and necessary to the incorporation of the Village of Simonton, Texas.

Respectfully submitted as of this 5 day of November 1978.

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John Domelle	P.U. BU, 306 36623006 BUARD SIMUUJON, 1X	35016
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Marma Holde	ACA K Sementon Tex	10806
Station	Box 355 Simonton Tex	39202
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Denita Carranza C	Polox 405 Simorian 7	
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/ /	Boy 34) Lenorten	Tx. 12602
Patrick Keating	1. P.D. Box 348 Simenton	Tx_ 12603
marcella Me Marina	ra 9 5 10 Barnes Pd, Since	nton 16360
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Jes. W. Spenn Box 415 Jesmontos Tro 045762
James 1. Sheprer Box 161 Simurilar, Tex 49413
Julia Flangson Box323 Simentardy 26064 Fichas Popully Podrum S Simustar To 27329
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Kallyn Otto P.O. Box 42 Senonton 52426
K. E Bud Frewett POBOt 268 Amorlande 49977

CHARLIE KALKOMEY SURVEYING, INC. 1702 WALGER STREET ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033

FIELD NOTES FOR A 1249.2190 ACRE TRACT OF LAND BEING A PART OF THE ANDREW ROBERTS SURVEY, ABSTRACT 78 AND THE THOMAS WESTALL SURVEY, ABSTRACT 92, FORT BEND COUNTY, TEXAS.

BEGINNING at a point in the East line of the Andrew Roberts Survey, Abstract 78, same being the West line of the Thomas Westall Survey, Abstract 92 at the point of intersection with the South line of Rue Road, said point also being the Northeast corner of Brazos Valley Section II as recorded in Volume 385, Page 521, Fort Bend County Deed Records, same being the Northeast corner of Lot 1, Block 11, Brazos Valley Section II;

THENCE South 01 degree 54 minutes 21 seconds West along the East line of the Andrew Roberts Survey, Abstract 78, same being the West line of the Thomas Westall Survey, Abstract 92, same being the East line of Brazos Valley Section II, 3454.22 feet to an angle point in said line;

THENCE South 01 degree 01 minute 44 seconds West continuing along the East line of Brazos Valley Section II, 1862.75 feet to an angle point in said line, said point being the Southeast corner of Lot 5, Block 25, Brazos Valley Section II, said point also being in the North line of Chisholm Road;

THENCE North 88 degrees 56 minutes 57 seconds East along the North line of Chisholm Road, 10.69 feet to a point;

THENCE South 00 degrees 42 minutes 24 seconds West along the East line of Chisholm Road, same being the East line of Brazos Valley Section II as shown in Volume 385, Page 521, Fort Bend County Deed Records, 2592.33 feet to a point, said point being located in the West line of a certain called 11.544 Acre Tract as recorded in Volume 444, Page 581, Fort Bend County Deed Records, said point also being located 1000 feet North of and at right angles to the North line of the S. A. & A. P. R.R. Company Right-of-Way, same being the South line of Farm to Market Highway 1093;

THENCE North 84 degrees 19 minutes 08 seconds East along a line being 1000 feet North of and parallel to the North line of the S. A. & A. P. R.R. Company Right-of-Way, same being

Page 2

the South line of Farm to Market Highway 1093, 5564.93 feet to a point in the East Right-of-Way line of Farm to Market Highway 1489, said point being located in a curve to the right;

THENCE along the East Right-of-Way line of Farm to Market Highway 1489 along said curve to the right having a central angle of 03 degrees 43 minutes 29 seconds and a radius of 5780.37 feet, 375.78 feet to the Point of Tangency of said curve;

THENCE South 03 degrees 50 minutes East continuing along the East Right-of-Way line of Farm to Market Highway 1489, 715.20 feet to a point in the South Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the North Right-of-Way line of Farm to Market Highway 1093;

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THENCE North 84 degrees 00 minutes East along the South Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the North Right-of-Way line of Farm to Market Highway 1093, 4819.99 feet to a point for corner;

THENCE South, at 50.27 feet pass the Northwest corner of a certain 13.67 Acre Tract of land, same being the Northwest corner of a certain 6.72 Acre Tract of land as described in Volume 481, Page 778, Fort Bend County Deed Records, said 13.67 Acre Tract of land being that same tract of land described as Lot 1 in Volume 129, Page 453, Fort Bend County Deed Records, same being the Northeast corner of a 14.311 Acre Tract of land described in deed recorded in Volume 499, Page 760, Fort Bend County Deed Records, said 14.311 Acre Tract being that same called 15 Acre Tract referenced as Lot 2 in Volume 129, Page 453, Fort Bend County Deed Records and continuing for a total distance of 874.55 feet to a point, said point being the Southwest corner of the aforementioned 6.72 Acre Tract and the Northwest corner of a certain tract of land in deed to Ida Daniel and/or Manuel Daniel as referenced in Volume 481, Page 778, Fort Bend County Deed Records, said point also being located in the East line of the above mentioned 14.311 Acre Tract of land;

THENCE East along the South line of the aforementioned 6.72 Acre Tract, same being the North line of the aforementioned Daniel Tract, 332.17 feet to a point in the East line of the aforementioned Lot 1 as recorded in Volume 129, Page 453, same being the East line of the

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aforementioned 13.67 Acre Tract as recorded in Volume 481, Page 778, Fort Bend County Deed Records, said point also being the Southeast corner of the aforementioned 6.72 Acre Tract and the Northeast corner of the aforementioned Daniel Tract;

THENCE South along said East line, 940.72 feet to a point for the Southeast corner of the aforementioned Lot 1, same being the Southeast corner of the aforementioned 13.67 Acre Tract and the Southeast corner of the Daniel Tract;

THENCE West along the South line of said Lot 1, same being the South line of the aforementioned 13.67 Acre Tract and the South line of the Daniel Tract, 332.17 feet to a point being the Southwest corner of the aforementioned Lot 1, the Southwest corner of the Daniel Tract and the Southwest corner of the aforementioned 13.67 Acre Tract, same being the Southeast corner of the aforementioned 14.311 Acre Tract as recorded in Volume 499, Page 760, Fort Bend County Deed Records;

THENCE South 85 degrees 30 minutes West along the South line of the aforementioned 14.311 Acre Tract, 340.00 feet to a point in the East line of a certain 6 Acre Tract referenced as Lot 5 in Volume 129, Page 453, Fort Bend County Deed Records, same being the Southwest corner of the above mentioned 14.311 Acre Tract;

THENCE South along the East line of the aforementioned Lot 5, 100.00 feet to a point at the Southeast corner of the aforementioned Lot 5;

THENCE West along the South line of said Lot 5, 50.07 feet to a point in the centerline of Nails Road, said point being the Northeast corner of a certain 9.995 Acre Tract of land as recorded in Volume 646, Page 139, Fort Bend County Deed Records;

THENCE South 01 degree 09 minutes West along the centerline of Nails Road, 1705.71 feet to a point, said point being the Southeast corner of a certain 3.7 Acre Tract as recorded in Volume 266, Page 571, Fort Bend County Deed Records, same being the Northeast corner of a 6 Acre Tract as recorded in Volume 683, Page 181, Fort Bend County Deed Records, same being the most Easterly Northeast corner of a certain 144.21 Acre Tract as recorded in Volume 689, Page 153, Fort Bend County Deed Records;

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THENCE South 00 degrees 20 minutes West continuing along the centerline of Nails Road, same being the East line of the aforementioned 144.21 Acre Tract, 1006.23 feet to a point, said point being the Southeast corner of a certain 6 Acre Tract of land as recorded in Volume 683, Page 184, Fort Bend County Deed Records;

THENCE West along the South line of the aforementioned 6 Acre Tract, 779.20 feet to a point at the Southwest corner of the aforementioned 6 Acre Tract;

THENCE North 00 degrees 20 minutes East, 1006.23 feet to a point, said point being the Northwest corner of the aforementioned 6 Acre Tract as recorded in Volume 683, Page 181, Fort Bend County Deed Records, same being the Southwest corner of the aforementioned 3.7 Acre Tract as recorded in Volume 266, Page 571, Fort Bend County Deed Records, said point also being a reentry corner to the aforementioned 144.21 Acre Tract as recorded in Volume 689, Page 153, Fort Bend County Deed Records;

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THENCE North 01 degree 03 minutes West along the upper East line of the aforementioned 144.21 Acre Tract, 349.20 feet to a point, said point being the most Northerly Northeast corner of the aforementioned 144.21 Acre Tract, same being the Southeast corner of a certain 60.74 Acre Tract as recorded in Volume 503, Page 290, Fort Bend County Deed Records;

THENCE North 01 degree 09 minutes East along the East line of the aforementioned 60.74 Acre Tract, 1122.53 feet to a point on said line, said point being in the West line of the aforementioned 9.995 Acre Tract as recorded in Volume 646, Page 139, Fort Bend County Deed Records;

THENCE West crossing the aforementioned 60.74 Acre Tract and a certain 59.3 Acre Tract referenced as Tract 3 in Volume P, Page 216 of the Fort Bend County District Court Minutes, 1972.76 feet to a point in the West line of the aforementioned 59.3 Acre Tract, said point being the Southeast corner of a certain 15 Acre Tract as recorded in Volume 438, Page 19, Fort Bend County Deed Records;

THENCE South 84 degrees 18 minutes West along the South line of the aforementioned 15 Acre Tract, 1604.75 feet to a point in the East Right-of-Way line of Farm to Market Highway 1489, same being the Southwest corner of the aforementioned 15 Acre Tract;

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THENCE South 89 degrees 57 minutes 40 seconds West crossing Farm to Market Highway 1489, 100.21 feet to a point in the West Right-of-Way line of Farm to Market Highway 1489, said point being the Southeast corner of a certain 57.076 Acre Tract of land as described in deed recorded in Volume 518, Page 129, Fort Bend County Deed Records;

THENCE South 89 degrees 57 minutes 40 seconds West along the South line of the aforementioned 57.076 Acre Tract, 1632.07 feet to a point for the Southwest corner of the aforementioned 57.076 Acre Tract;

THENCE North 00 degrees 10 minutes 10 seconds East along the West line of the aforementioned 57.076 Acre Tract, 1755.54 feet to a point being 50 feet North of and at right angles to the centerline of the S. A. & A. P. R.R. Company Right-of-Way;

THENCE South 84 degrees 19 minutes 08 seconds West, at 50.76 feet pass a reentry corner to the North Right-of-Way line of the aforementioned S. A. & A. P. R.R. Company Right-of-Way, said point also being in the South Right-of-Way line of Farm to Market Highway 1093 and continuing along the North Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the South Right-of-Way line of Farm to Market Highway 1093, 10,050.08 feet to the Point of Curvature of a curve to the left;

THENCE continuing along the North Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the South Right-of-Way line of Farm to Market Highway 1093 along said curve to the left having a central angle of 32 degrees 19 minutes 00 seconds and a radius of 1973.61 feet, 1113.18 feet to the Point of Tangency of said curve;

THENCE South 52 degrees 00 minutes 08 seconds West continuing along the Northwest Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the Southcast Right-of-Way line of Farm to Market Highway 1093, 958.87 feet to a point;

THENCE North 45 degrees 24 minutes 52 seconds West, at 100.84 feet pass the South corner of Brazos Valley Section I as recorded in Volume 371, Page 142, Fort Bend County Deed Records, said point also being the South corner of Lot 13, Block 1 of Brazos Valley Section I, and continuing for a total distance of 451.84 feet to an angle point in the Southwest line of

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Brazos Valley Section I, said point being in the Southwest line of Lot 11, Block 1, Brazos Valley Section I, said point also being in the Northeast Right-of-Way line of Boot Hill Road;

THENCE North 61 degrees 34 minutes 56 seconds West continuing along the Southwest line of Brazos Valley Section I, same being the Northeast line of Boot Hill Road, 1661.59 feet to a point, said point being the Southwest corner of Brazos Valley Section I, same being the Southwest corner of Lot 1, Block 1, Brazos Valley Section I;

THENCE North 00 degrees 12 minutes 58 seconds West along the West line of Brazos Valley Section I, 1843.43 feet to a point in the South line of Buckskin Road, said point also being the Northwest corner of Lot 35, Block 1, Brazos Valley Section I;

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THENCE South 89 degrees 41 minutes 18 seconds East along the South Right-of-Way line of Buckskin Road, 397.25 feet to a point in the North line of Lot 3, Block 5, Brazos Valley Section I, said point being in a curve to the right;

THENCE continuing along the South line of Buckskin Road, same being the North line of Lot 3, Block 5, Brazos Valley Section I along said curve to the right having a central angle of 04 degrees 35 minutes 20 seconds and a radius of 409.51 feet, 32.80 feet to a point, said point being the Northeast corner of Lot 3, Block 5, Brazos Valley Section I, same being the Northwest corner of Lot 4, Block 5, Brazos Valley Section I;

THENCE South 00 degrees 12 minutes 58 seconds East along the East line of Lot 3 and Lot 2, same being the West line of Lot 4, Block 5, Brazos Valley Section I, 260.00 feet to a point, said point being the Southwest corner of Lot 4, Block 5, Brazos Valley Section I and the North corner of Lot 16, Block 5, Brazos Valley Section I, said point also being in the East line of Lot 2, Block 5, Brazos Valley Section I;

THENCE South 56 degrees 49 minutes 33 seconds East along the common line of Lots 4 thru 10 and Lots 16 thru 11, Block 5, Brazos Valley Section I, 1138.04 feet to a point in the Northwest Right-of-Way line of Charros Road, said point being the South corner of Lot 10, Block 5 and the East corner of Lot 11, Block 5, Brazos Valley Section I;

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FIELD NOTES - 1249.2190 Acre Tract (Cont'd.)

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THENCE South 52 degrees 00 minutes East crossing Charros Road, 60.00 feet to a point in the Southeast Right-of-Way line of Charros Road, said point being the West corner of Lot 1, Block 4, same being the North corner of Lot 22, Block 4, Brazos Valley Section I;

THENCE South 64 degrees 34 minutes 06 seconds East along the common line of Lots 1 thru 4, Block 4 and Lots 22 thru 19, Block 4, Brazos Valley Section I, 636.49 feet to a point, said point being the Southeast corner of Lot 4, Block 4, the Northeast corner of Lot 19, Block 4, the Northwest corner of Lot 18, Block 4 and the Southwest corner of Lot 5, Block 4, Brazos Valley Section I;

THENCE North 72 degrees 17 minutes 24 seconds East along the common line of Lots 5 thru 8, Block 4 and Lots 18 thru 15, Block 4, Brazos Valley Section I, 616.43 feet to a point, said point being the Southeast corner of Lot 8, Block 4, the Northeast corner of Lot 15, Block 4, the Northwest corner of Lot 14, Block 4 and the Southwest corner of Lot 9, Block 4, Brazos Valley Section I;

THENCE North 69 degrees 27 minutes 28 seconds East along the common line of Lots 9 thru 11 and Lots 14 thru 12, Block 4, Brazos Valley Section I, 476.27 feet to a point in the West line of Spur Road, said point being the Southeast corner of Lot 11, Block 4 and the Northeast corner of Lot 12, Block 4;

THENCE North 59 degrees 03 minutes 24 seconds East crossing Spur Road, 60.00 feet to a point in the East Right-of-Way line of said road, said point being the Southwest corner of Lot 3, Block 8 and the Northwest corner of Lot 2, Block 8, Brazos Valley Section I;

THENCE North 30 degrees 56 minutes 36 seconds West along the East Right-of-Way line of Spur Road, 230.04 feet to a point being the Northwest corner of Lot 3, Block 8, Brazos Valley Section I, said point being at the point of intersection of the East Right-of-Way line of Spur Road and the South Right-of-Way line of Buckskin Road, said point also being in a curve to the left;

THENCE along the South Right-of-Way line of Buckskin Road along said curve to the left having a central angle of 23 degrees 18 minutes 08 seconds and a radius of 1446.56 feet,

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588.32 feet to the Point of Tangency of said curve, said point being located in the Northwest line of Lot 6, Block 8, Brazos Valley Section I;

THENCE North 34 degrees 32 minutes East continuing along the Southeast Right-of-Way line of Buckskin Road, 687.60 feet to a point, said point being the North corner of Lot 10, Block 8, Brazos Valley Section I, said point also being located in the Southwest line of Reserve "C", Brazos Valley Section I;

THENCE North 18 degrees 22 minutes 33 seconds East, 568.65 feet to a point being the Northwest corner of Reserve "B", same being the Northeast corner of Reserve "A", Brazos Valley Section I, said point also being in the South line of Reserve "F", Brazos Valley Section I;

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THENCE South 50 degrees 40 minutes 58 seconds East along the common line of Reserve "B" and Reserve "F", Brazos Valley Section I, 581.37 feet to a point being the Northcast corner of Reserve "B", Brazos Valley Section I, same being the Northwest corner of a certain 31.07143 Acre Tract of land as recorded in Volume 508, Page 878, Fort Bend County Deed Records;

THENCE South 80 degrees 54 minutes 49 seconds East along the Southerly line of Reserve "F", Brazos Valley Section I, at 312.91 feet pass the Northwest corner of a certain 93.90 Acre Tract as recorded in Volume 447, Page 369, Fort Bend County Deed Records and continuing for a total distance of 661.12 feet to an angle point in the common line of Reserve "F", Brazos Valley Section I and the aforementioned 93.90 Acre Tract;

THENCE continuing along the common line of Reserve "F", Brazos Valley Section I and the afcrementioned 93.90 Acre Tract to-wit:

North 89 degrees 13 minutes 57 seconds East, 508.45 feet;

North 70 degrees 36 minutes 35 seconds East, 342.35 feet;

North 57 degrees 31 minutes 28 seconds East, 308.95 feet; and

North 52 degrees 35 minutes 07 seconds East, 529.20 feet to a point being the Northeast corner of the aforementioned 93.90 Acre Tract, same being the Southeast corner of Reserve "F", Brazos Valley Section I, said point also being in the West line of Brazos Valley Section III

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as recorded in Volume 412, Page 287, Fort Bend County Deed Records, said point being the South corner of Reserve "D" of Brazos Valley Section III and in the Northwest line of a certain Reserve out of Brazos Valley Section III;

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THENCE North 54 degrees 59 minutes 14 seconds East along the common line of the aforementioned Reserve "D" and the other certain Reserve out of Brazos Valley Section III, 176.99 feet to an angle point in said line;

THENCE North 42 degrees 52 minutes 44 seconds East continuing along said line, 371.01 feet to an angle point in said line;

THENCE North 22 degrees 58 minutes 56 seconds East, 358.88 feet to a point in the West line of Lot 4, Block 36, Brazos Valley Section III, said point also being in the East line of Reserve "D", Brazos Valley Section III;

THENCE North 09 degrees 32 minutes 04 seconds East along the West line of Block 36, same being the East line of Reserve "D", 225.85 feet to an angle point in said line, said point being located in the West line of Lot 6, Block 36, Brazos Valley Section III;

THENCE North 05 degrees 00 minutes 47 seconds East continuing along the common line of Block 36 and Reserve "D", 572.19 feet to an angle point in said line, said point being located in the West line of Lot 9, Block 36, Brazos Valley Section III;

THENCE North 14 degrees 30 minutes 01 second East continuing along said line, 299.54 feet to an angle point in said line, said point being located in the West line of Lot 11, Block 36, Brazos Valley Section III;

THENCE North 08 degrees 41 minutes 11 seconds West continuing along said common line, 364.18 feet to an angle point in said line, said point being located in the West line of Lot 14, Block 36, Brazos Valley Section III;

THENCE North 26 degrees 31 minutes West, 377.61 feet to a point in the North line of Brazos Valley Section III, said point being the Northwest corner of Lot 15, Block 36, Brazos Valley

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Section III, same being the Northeast corner of Reserve "D";

THENCE South 89 degrees 29 minutes 55 seconds East along the North line of Brazos Valley Section III, 908.45 feet to a point in the North line of Lot 19, Block 36, Brazos Valley Section III, said point being the Southwest corner of Lot 2, Block 22, Brazos Valley Section II in the West line of Brazos Valley Section II;

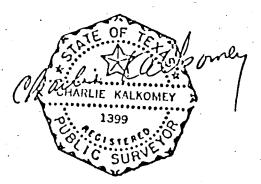
THENCE North 00 degrees 39 minutes 29 seconds East along the West line of Brazos Valley Section II, 4073.21 feet to a point in the South line of Rue Road for the Northwest corner of Brazos Valley Section II, said point also being the Northwest corner of Lot 1, Block 10, Brazos Valley Section II;

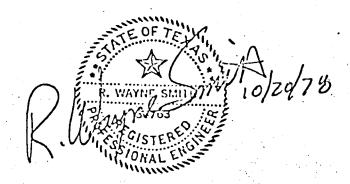
THENCE South 89 degrees 24 minutes 35 seconds East along the North line of Brazos Valley Section II, same being the South line of Rue Road, 1793.43 feet to the Place of BEGINNING and containing 1249.2190 Acres of land, more or less.

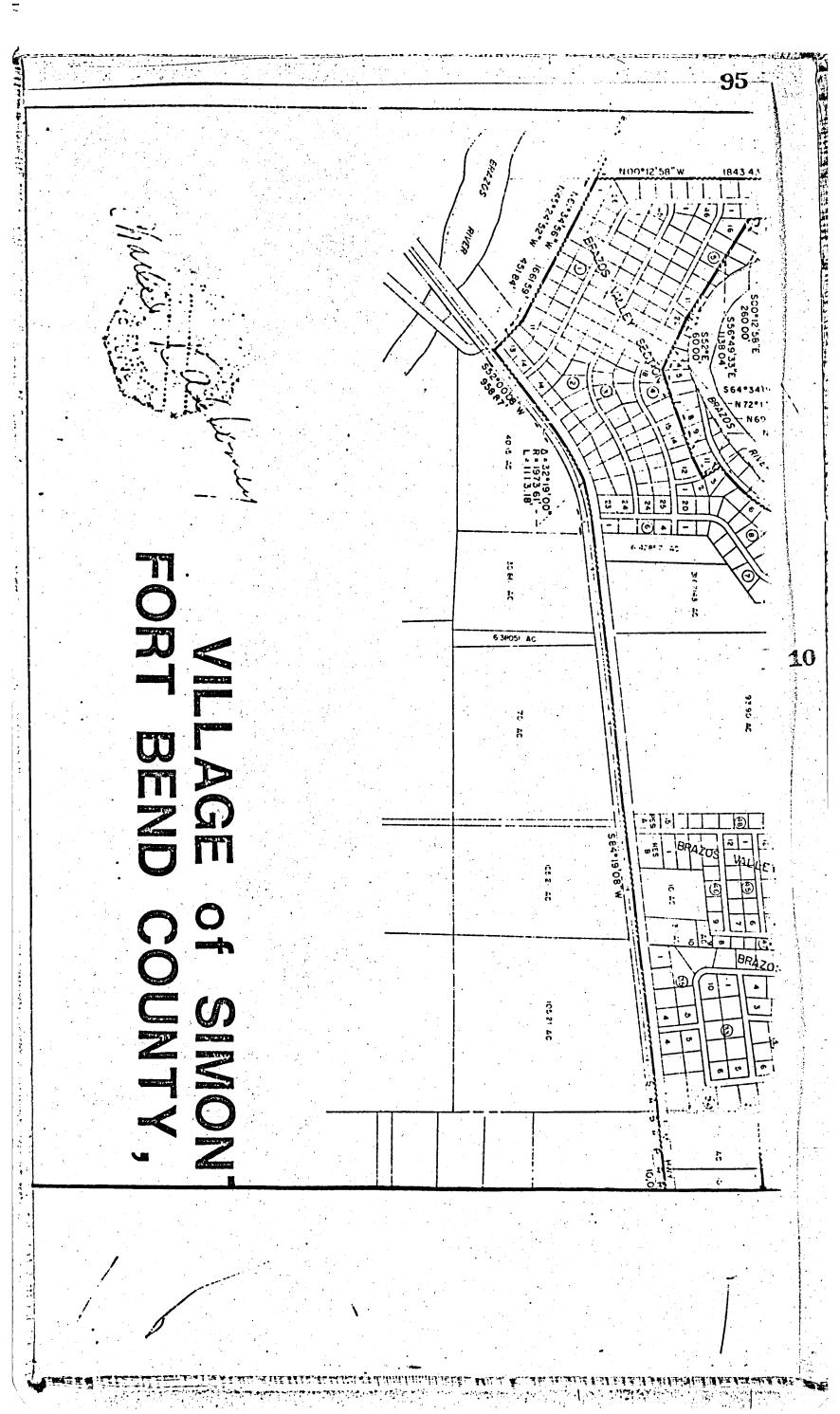
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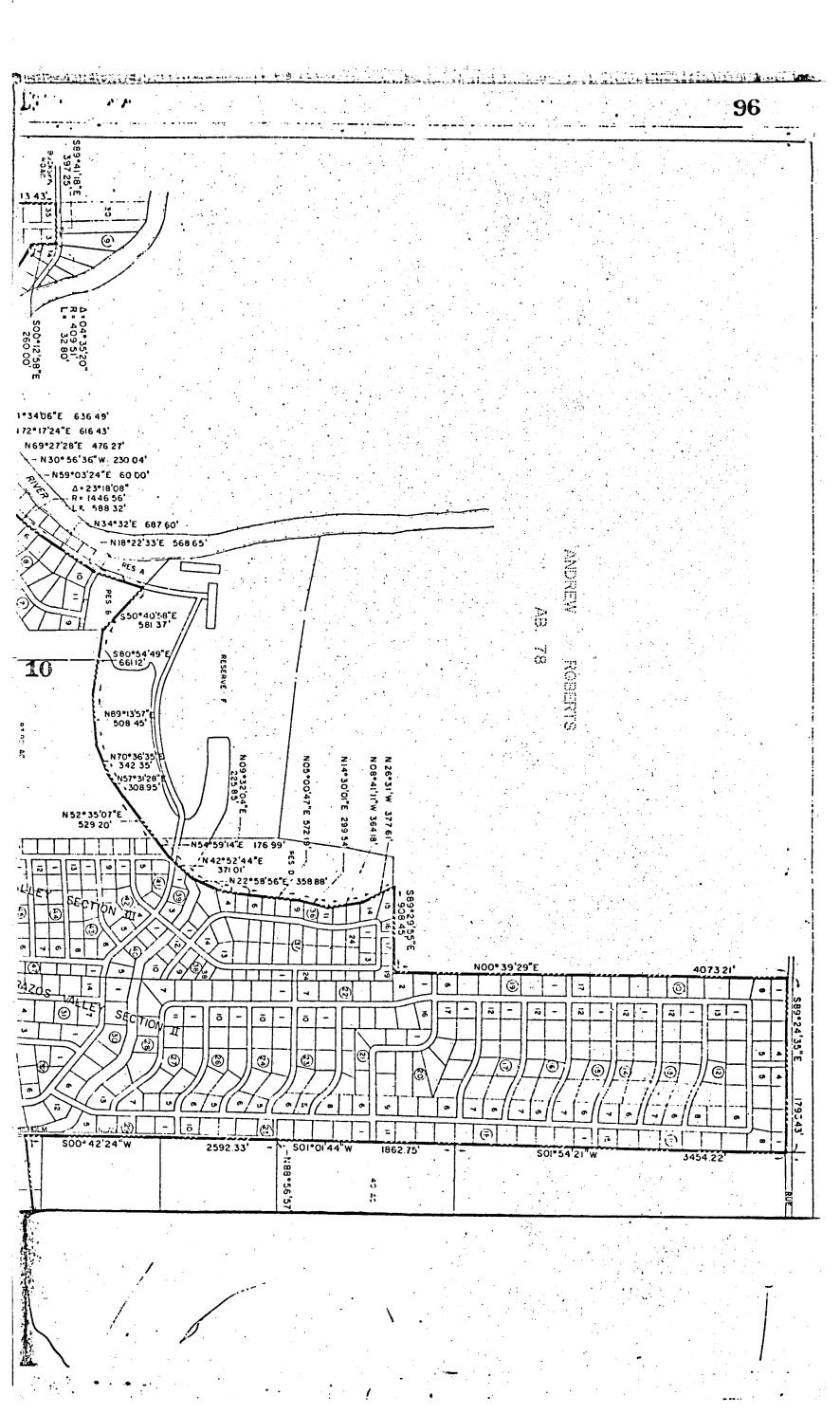
Charlie Kalkomey, RPS Texas Registration No. 1399 October, 1978

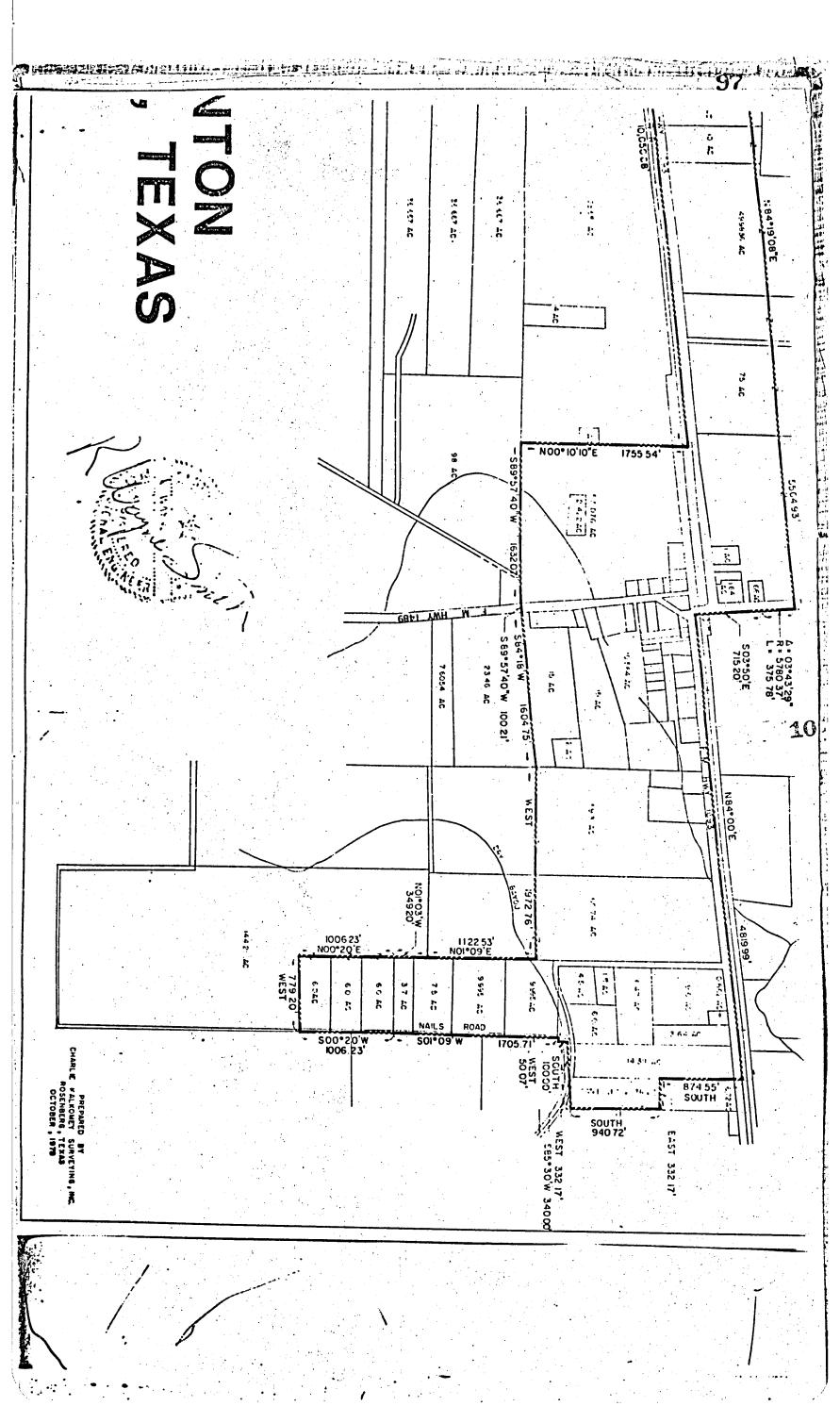
R. Wayne Smith, PE Texas Registration No. 33763 October, 1978

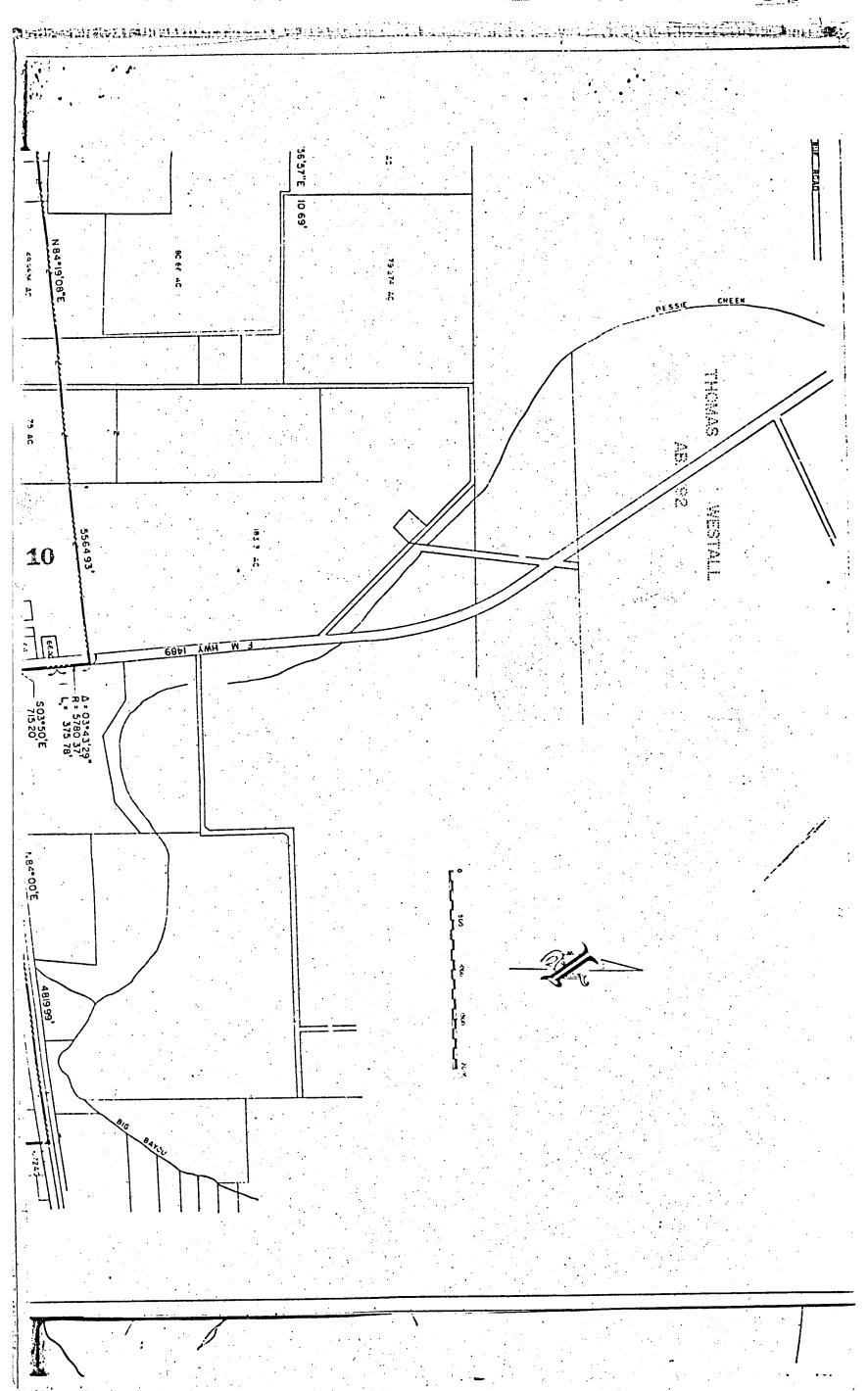












AN ORDER OF THE COUNTY JUDGE CANVASSING THE RETURNS OF THE ELECTION ON THE INCORPORATION OF THE VILLAGE OF SIMONTON, TEXAS, DECLARING THE RESULTS THEREOF AND PROVIDING FOR THE RECORDING HEREOF

THE STATE OF TEXAS SCOUNTY OF FORT BEND

WHEREAS, on November 3, 1978, Application was submitted and filed with Josh Gates, County Judge of Fort Bend County, Texas, requesting that an election be held within a designated area specifically described by metes and bounds to determine whether said area should be incorporated under the name of Village of Simonton, Texas; and

WHEREAS, it was determined by Josh Gates, County Judge, that said Application was properly drawn in accordance with law, was signed by more than twenty (20) of the residents of the designated area who would be qualified voters at the requested election, and that the designated area satisfied all lawful requirements and that the Application was therefore granted and the election requested was called in the manner required by law by entering the Order of the undersigned; and

WHEREAS, due notice thereof was given as required by law and an affidavit of the giving of said notice duly submitted to the County Judge and said election was thereafter held in accordance with all legal requirements and within the time and in the manner required by law by the Election Officials conducting the same which officials have made due returns of said election to the undersigned, and

WHEREAS, in the manner and in the time required by law the undersigned did canvass said election returns and upon such canvass found that a total of 20 votes or ballots had been cast at said election of which 186 were cast for CORPORATION and 22 were cast for NO CORPORATION and

ballots were not counted according to the election returns because of the same being illegible and that, therefore, a majority of the votes cast at said election were for CORPORATION OF THE VILLAGE OF SIMONTON, TEXAS.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECLARED:

I.

That all of the findings and determinations above recited are hereby adopted and made a part of this Order.

II.

That it is hereby declared that the election on the INCORPORATION OF VILLAGE OF SIMONTON carried in favor of the Incorporation of the designated area, which area is specifically described in Exhibit A attached hereto and made a part hereof for all purposes and the Village of Simonton is declared to be Incorporated with the boundaries as described in Exhibit A attached hereto and made a part hereof for all purposes.

III.

This Order shall be incorporated in the Commissioner's Court Records of Fort Bend County, Texas, and certified copy of same shall be recorded in the Deed Records of Fort Bend County, Texas, all as by law made and provided.

signed and entered this 22 day of January,

COUNTY JUDGE, FORT BEND

COUNTY, TEXAS

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EXHIBIT A

CHARLIE KALKOMEY SURVEYING, INC. 1702 WALGER STREET ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033
HOME: PHONE 232-2205

FIELD NOTES FOR A 1249.2190 ACRE TRACT OF LAND BEING A PART OF THE ANDREW ROBERTS SURVEY, ABSTRACT 78 AND THE THOMAS WESTALL SURVEY, ABSTRACT 92, FORT BEND COUNTY, TEXAS.

BEGINNING at a point in the East line of the Andrew Roberts Survey, Abstract 78, same being the West line of the Thomas Westall Survey, Abstract 92 at the point of intersection with the South line of Rue Road, said point also being the Northeast corner of Brazos Valley Section II as recorded in Volume 385, Page 521, Fort Bend County Deed Records, same being the Northeast corner of Lot 1, Block 11, Brazos Valley Section II;

THENCE South 01 degree 54 minutes 21 seconds West along the East line of the Andrew Roberts Survey, Abstract 78, same being the West line of the Thomas Westall Survey, Abstract 92, same being the East line of Brazos Valley Section II, 3454.22 feet to an angle point in said line;

THENCE South 01 degree 01 minute 44 seconds West continuing along the East line of Brazos Valley Section II, 1862.75 feet to an angle point in said line, said point being the South-east corner of Lot 5, Block 25, Brazos Valley Section II, said point also being in the North line of Chisholm Road;

THENCE North 88 degrees 56 minutes 57 seconds East along the North line of Chisholm Road, 10.69 feet to a point;

THENCE South 00 degrees 42 minutes 24 seconds West along the East line of Chisholm Road, same being the East line of Brazos Valley Section II as shown in Volume 385, Page 521, Fort Bend County Deed Records, 2592.33 feet to a point, said point being located in the West line of a certain called 11.544 Acre Tract as recorded in Volume 444, Page 581, Fort Bend County Deed Records, said point also being located 1000 feet North of and at right angles to the North line of the S. A. & A. P. R.R. Company Right-of-Way, same being the South line of Farm to Market Highway 1093;

THENCE North 84 degrees 19 minutes 08 seconds East along a line being 1000 feet North of and parallel to the North line of the S. A. & A. P. R.R. Company Right-of-Way, same being

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the South line of Farm to Market Highway 1093, 5564.93 feet to a point in the East Right-of-Way line of Farm to Market Highway 1489, said point being located in a curve to the right;

THENCE along the East Right-of-Way line of Farm to Market Highway 1489 along said curve to the right having a central angle of 03 degrees 43 minutes 29 seconds and a radius of 5780.37 feet, 375.78 feet to the Point of Tangency of said curve;

THENCE South 03 degrees 50 minutes East continuing along the East Right-of-Way line of Farm to Market Highway 1489, 715.20 feet to a point in the South Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the North Right-of-Way line of Farm to Market Highway 1093;

THENCE North 84 degrees 00 minutes East along the South Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the North Right-of-Way line of Farm to Market Highway 1093, 4819.99 feet to a point for corner;

THENCE South, at 50.27 feet pass the Northwest corner of a certain 13.67 Acre Tract of land, same being the Northwest corner of a certain 6.72 Acre Tract of land as described in Volume 481, Page 778, Fort Bend County Deed Records, said 13.67 Acre Tract of land being that same tract of land described as Lot 1 in Volume 129, Page 453, Fort Bend County Deed Records, same being the Northeast corner of a 14.311 Acre Tract of land described in deed recorded in Volume 499, Page 760, Fort Bend County Deed Records, said 14.311 Acre Tract being that same called 15 Acre Tract referenced as Lot 2 in Volume 129, Page 453, Fort Bend County Deed Records and continuing for a total distance of 874.55 feet to a point, said point being the Southwest corner of the aforementioned 6.72 Acre Tract and the Northwest corner of a certain tract of land in deed to Ida Daniel and/or Manuel Daniel as referenced in Volume 481, Page 778, Fort Bend County Deed Records, said point also being located in the East line of the above mentioned 14.311 Acre Tract of land;

THENCE East along the South line of the aforementioned 6.72 Acre Tract, same being the North line of the aforementioned Daniel Tract, 332.17 feet to a point in the East line of the aforementioned Lot 1 as recorded in Volume 129, Page 453, same being the East line of the

aforementioned 13.67 Acre Tract as recorded in Volume 481, Page 778, Fort Bend County Deed Records, said point also being the Southeast corner of the aforementioned 6.72.

Acre Tract and the Northeast corner of the aforementioned Daniel Tract;

THENCE South along said East line, 940.72 feet to a point for the Southeast corner of the aforementioned Lot 1, same being the Southeast corner of the aforementioned 13.67 Acre

Tract and the Southeast corner of the Daniel Tract;

THENCE West along the South line of said Lot 1, same being the South line of the aforementioned 13.67 Acre Tract and the South line of the Daniel Tract, 332.17 feet to a point being the Southwest corner of the aforementioned Lot 1, the Southwest corner of the Daniel Tract and the Southwest corner of the aforementioned 13.67 Acre Tract, same being the Southeast corner of the aforementioned 14.311 Acre Tract as recorded in Volume 499, Page 760, Fort Bend County Deed Records;

THENCE South 85 degrees 30 minutes West along the South line of the aforementioned 14.311 Acre Tract, 340.00 feet to a point in the East line of a certain 6 Acre Tract referenced as Lot 5 in Volume 129, Page 453, Fort Bend County Deed Records, same being the Southwest corner of the above mentioned 14.311 Acre Tract;

THENCE South along the East line of the aforementioned Lot 5, 100.00 feet to a point for the Southeast corner of the aforementioned Lot 5;

THENCE West along the South line of said Lot 5, 50.07 feet to a point in the centerline of Nails Road, said point being the Northeast corner of a certain 9.995 Acre Tract of land as recorded in Volume 646, Page 139, Fort Bend County Deed Records;

THENCE South 01 degree 09 minutes West along the centerline of Nails Road, 1705.71 feet to a point, said point being the Southeast corner of a certain 3.7 Acre Tract as recorded in Volume 266, Page 571, Fort Bend County Deed Records, same being the Northeast corner of a 6 Acre Tract as recorded in Volume 683, Page 181, Fort Bend County Deed Records, same being the most Easterly Northeast corner of a certain 144.21 Acre Tract as recorded in Volume 689, Page 153, Fort Bend County Deed Records;

THENCE South 00 degrees 20 minutes West continuing along the centerline of Nails Road, same being the East line of the aforementioned 144.21 Acre Tract, 1006.23 feet to a point, said point being the Southeast corner of a certain 6 Acre Tract of land as recorded in Volume 683, Page 184, Fort Bend County Deed Records;

THENCE West along the South line of the aforementioned 6 Acre Tract, 779.20 feet to a point for the Southwest corner of the aforementioned 6 Acre Tract;

THENCE North 00 degrees 20 minutes East, 1006.23 feet to a point, said point being the Northwest corner of the aforementioned 6 Acre Tract as recorded in Volume 683, Page 181, Fort Bend County Deed Records, same being the Southwest corner of the aforementioned 3.7 Acre Tract as recorded in Volume 266, Page 571, Fort Bend County Deed Records, said point also being a reentry corner to the aforementioned 144.21 Acre Tract as recorded in Volume 689, Page 153, Fort Bend County Deed Records;

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THENCE North 01 degree 03 minutes West along the upper East line of the aforementioned 144.21 Acre Tract, 349.20 feet to a point, said point being the most Northerly Northeast corner of the aforementioned 144.21 Acre Tract, same being the Southeast corner of a certain 60.74 Acre Tract as recorded in Volume 503, Page 290, Fort Bend County Deed Records;

THENCE North 01 degree 09 minutes East along the East line of the aforementioned 60.74 Acre
Tract, 1122.53 feet to a point on said line, said point being in the West line of the aforementioned 9.995 Acre Tract as recorded in Volume 646, Page 139, Fort Bend County Deed Records;

THENCE West crossing the aforementioned 60.74 Acre Tract and a certain 59.3 Acre Tract referenced as Tract 3 in Volume P, Page 216 of the Fort Bend County District Court Minutes, 1972.76 feet to a point in the West line of the aforementioned 59.3 Acre Tract, said point being the Southeast corner of a certain 15 Acre Tract as recorded in Volume 438, Page 19, Fort Bend County Deed Records;

THENCE South 84 degrees 18 minutes West along the South line of the aforementioned 15 Acre Tract, 1604.75 feet to a point in the East Right-of-Way line of Farm to Market Highway 1489, same being the Southwest corner of the aforementioned 15 Acre Tract;

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THENCE South 89 degrees 57 minutes 40 seconds West crossing Farm to Market Highway 1489, 100.21 feet to a point in the West Right-of-Way line of Farm to Market Highway 1489, said point being the Southeast corner of a certain 57.076 Acre Tract of land as described in deed recorded in Volume 518, Page 129, Fort Bend County Deed Records;

THENCE South 89 degrees 57 minutes 40 seconds West along the South line of the aforementioned 57.076 Acre Tract, 1632.07 feet to a point for the Southwest corner of the aforementioned 57.076 Acre Tract;

THENCE North 00 degrees 10 minutes 10 seconds East along the West line of the aforementioned 57.076 Acre Tract, 1755.54 feet to a point being 50 feet North of and at right angles to the centerline of the S. A. & A. P. R.R. Company Right-of-Way;

THENCE South 84 degrees 19 minutes 08 seconds West, at 50.76 feet pass a reentry corner to the North Right-of-Way line of the aforementioned S. A. & A. P. R.R. Company Right-of-Way, said point also being in the South Right-of-Way line of Farm to Market Highway 1093 and continuing along the North Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the South Right-of-Way line of Farm to Market Highway 1093, 10,050.08 feet to the Point of Curvature of a curve to the left;

THENCE continuing along the North Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the South Right-of-Way line of Farm to Market Highway 1093 along said curve to the left having a central angle of 32 degrees 19 minutes 00 seconds and a radius of 1973.61 feet, 1113.18 feet to the Point of Tangency of said curve;

THENCE South 52 degrees 00 minutes 08 seconds West continuing along the Northwest Right-of-Way line of the S. A. & A. P. R.R. Company Right-of-Way, same being the Southeast Right-of-Way line of Farm to Market Highway 1093, 958.87 feet to a point;

THENCE North 45 degrees 24 minutes 52 seconds West, at 100.84 feet pass the South corner of Brazos Valley Section I as recorded in Volume 371, Page 142, Fort Bend County Deed Records, said point also being the South corner of Lot 13, Block 1 of Brazos Valley Section I, and continuing for a total distance of 451.84 feet to an angle point in the Southwest line of

Page 6

Brazos Valley Section I, said point being in the Southwest line of Lot 11, Block 1, Brazos Valley Section I, said point also being in the Northeast Right-of-Way line of Boot Hill Road;

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THENCE North 61 degrees 34 minutes 56 seconds West continuing along the Southwest line of Brazos Valley Section I, same being the Northeast line of Boot Hill Road, 1661.59 feet to a point, said point being the Southwest corner of Brazos Valley Section I, same being the Southwest corner of Lot 1, Block 1, Brazos Valley Section I;

THENCE North 00 degrees 12 minutes 58 seconds West along the West line of Brazos Valley Section I, 1843.43 feet to a point in the South line of Buckskin Road, said point also being the Northwest corner of Lot 35, Block 1, Brazos Valley Section I;

THENCE South 89 degrees 41 minutes 18 seconds East along the South Right-of-Way line of Buckskin Road, 397.25 feet to a point in the North line of Lot 3, Block 5, Brazos Valley Section I, said point being in a curve to the right;

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THENCE continuing along the South line of Buckskin Road, same being the North line of Lot 3, Block 5, Brazos Valley Section I along said curve to the right having a central angle of 04 degrees 35 minutes 20 seconds and a radius of 409.51 feet, 32.80 feet to a point, said point being the Northeast corner of Lot 3, Block 5, Brazos Valley Section I, same being the Northwest corner of Lot 4, Block 5, Brazos Valley Section I;

THENCE South 00 degrees 12 minutes 58 seconds East along the East line of Lot 3 and Lot 2, same being the West line of Lot 4, Block 5, Brazos Valley Section I, 260.00 feet to a point, said point being the Southwest corner of Lot 4, Block 5, Brazos Valley Section I and the North corner of Lot 16, Block 5, Brazos Valley Section I, said point also being in the East line of Lot 2, Block 5, Brazos Valley Section I;

THENCE South 56 degrees 49 minutes 33 seconds East along the common line of Lots 4 thru 10 and Lots 16 thru 11, Block 5, Brazos Valley Section I, 1138.04 feet to a point in the Northwest Right-of-Way line of Charros Road, said point being the South corner of Lot 10, Block 5 and the East corner of Lot 11, Block 5, Brazos Valley Section I;

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THENCE South 52 degrees 00 minutes East crossing Charros Road, 60.00 feet to a point in the Southeast Right-of-Way line of Charros Road, said point being the West corner of Lot 1, Block 4, same being the North corner of Lot 22, Block 4, Brazos Valley Section I;

THENCE South 64 degrees 34 minutes 06 seconds East along the common line of Lots 1 thru 4, Block 4 and Lots 22 thru 19, Block 4, Brazos Valley Section I, 636.49 feet to a point, said point being the Southeast corner of Lot 4, Block 4, the Northeast corner of Lot 19, Block 4, the Northwest corner of Lot 18, Block 4 and the Southwest corner of Lot 5, Block 4, Brazos Valley Section I;

THENCE North 72 degrees 17 minutes 24 seconds East along the common line of Lots 5 thru 8, Block 4 and Lots 18 thru 15, Block 4, Brazos Valley Section I, 616.43 feet to a point, said point being the Southeast corner of Lot 8, Block 4, the Northeast corner of Lot 15, Block 4, the Northwest corner of Lot 14, Block 4 and the Southwest corner of Lot 9, Block 4, Brazos Valley Section I;

THENCE North 69 degrees 27 minutes 28 seconds East along the common line of Lots 9 thru 11 and Lots 14 thru 12, Block 4, Brazos Valley Section I, 476.27 feet to a point in the West line of Spur Road, said point being the Southeast corner of Lot 11, Block 4 and the Northeast corner of Lot 12, Block 4;

THENCE North 59 degrees 03 minutes 24 seconds East crossing Spur Road, 60.00 feet to a point in the East Right-of-Way line of said road, said point being the Southwest corner of Lot 3, Block 8 and the Northwest corner of Lot 2, Block 8, Brazos Valley Section I;

THENCE North 30 degrees 56 minutes 36 seconds West along the East Right-of-Way line of Spur Road, 230.04 feet to a point being the Northwest corner of Lot 3, Block 8, Brazos Valley Section I, said point being at the point of intersection of the East Right-of-Way line of Spur Road and the South Right-of-Way line of Buckskin Road, said point also being in a curve to the left;

THENCE along the South Right-of-Way line of Buckskin Road along said curve to the left having a central angle of 23 degrees 18 minutes 08 seconds and a radius of 1446.56 feet,

Page 8

588.32 feet to the Point of Tangency of said curve, said point being located in the Northwest line of Lot 6, Block 8, Brazos Valley Section I;

THENCE North 34 degrees 32 minutes East continuing along the Southeast Right-of-Way line of Buckskin Road, 687.60 feet to a point, said point being the North corner of Lot 10, Block 8, Brazos Valley Section I, said point also being located in the Southwest line of Reserve "C", Brazos Valley Section I;

THENCE North 18 degrees 22 minutes 33 seconds East, 568.65 feet to a point being the Northwest corner of Reserve "B", same being the Northeast corner of Reserve "A", Brazos Valley Section I, said point also being in the South line of Reserve "F", Brazos Valley Section I;

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THENCE South 50 degrees 40 minutes 58 seconds East along the common line of Reserve "B" and Reserve "F", Brazos Valley Section I, 581.37 feet to a point being the Northeast corner of Reserve "B", Brazos Valley Section I, same being the Northwest corner of a certain 31.07143 Acre Tract of land as recorded in Volume 508, Page 878, Fort Bend County Deed Records;

THENCE South 80 degrees 54 minutes 49 seconds East along the Southerly line of Reserve "F", Brazos Valley Section I, at 312.91 feet pass the Northwest corner of a certain 93.90 Acre Tract as recorded in Volume 447, Page 369, Fort Bend County Deed Records and continuing for a total distance of 661.12 feet to an angle point in the common line of Reserve "F", Brazos Valley Section I and the aforementioned 93.90 Acre Tract;

THENCE continuing along the common line of Reserve "F", Brazos Valley Section I and the aforementioned 93.90 Acre Tract to-wit:

North 89 degrees 13 minutes 57 seconds East, 508.45 feet;

North 70 degrees 36 minutes 35 seconds East, 342.35 feet;

North 57 degrees 31 minutes 28 seconds East, 308.95 feet; and

North 52 degrees 35 minutes 07 seconds East, 529.20 feet to a point being the Northeast corner of the aforementioned 93.90 Acre Tract, same being the Southeast corner of Reserve "F", Brazos Valley Section I, said point also being in the West line of Brazos Valley Section III

Page 9

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as recorded in Volume 412, Page 287, Fort Bend County Deed Records, said point being the South corner of Reserve "D" of Brazos Valley Section III and in the Northwest line of a certain Reserve out of Brazos Valley Section III;

THENCE North 54 degrees 59 minutes 14 seconds East along the common line of the aforementioned Reserve "D" and the other certain Reserve out of Brazos Valley Section III, 176.99 feet to an angle point in said line;

THENCE North 42 degrees 52 minutes 44 seconds East continuing along said line, 371.01 feet to an angle point in said line;

THENCE North 22 degrees 58 minutes 56 seconds East, 358.88 feet to a point in the West line of Lot 4, Block 36, Brazos Valley Section III, said point also being in the East line of Reserve "D", Brazos Valley Section III;

THENCE North 09 degrees 32 minutes 04 seconds East along the West line of Block 36, same being the East line of Reserve "D", 225.85 feet to an angle point in said line, said point being located in the West line of Lot 6, Block 36, Brazos Valley Section III;

THENCE North 05 degrees 00 minutes 47 seconds East continuing along the common line of Block 36 and Reserve "D", 572.19 feet to an angle point in said line, said point being located in the West line of Lot 9, Block 36, Brazos Valley Section III;

THENCE North 14 degrees 30 minutes 01 second East continuing along said line, 299.54 feet to an angle point in said line, said point being located in the West line of Lot 11, Block 36, Brazos Valley Section III;

THENCE North 08 degrees 41 minutes 11 seconds West continuing along said common line, 364.18 feet to an angle point in said line, said point being located in the West line of Lot 14, Block 36, Brazos Valley Section III;

THENCE North 26 degrees 31 minutes West, 377.61 feet to a point in the North line of Brazos Valley Section III, said point being the Northwest corner of Lot 15, Block 36, Brazos Valley

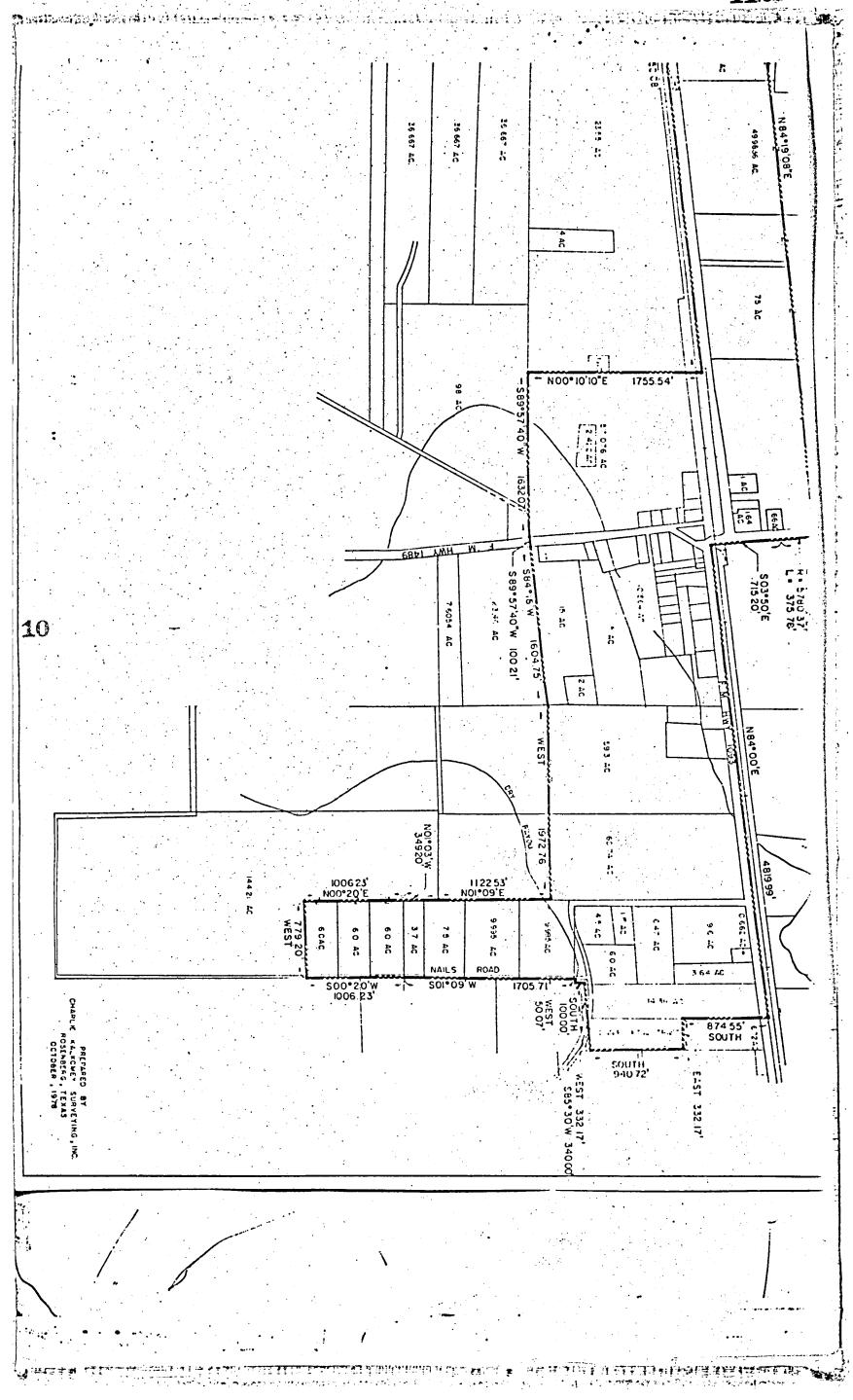
Page 10

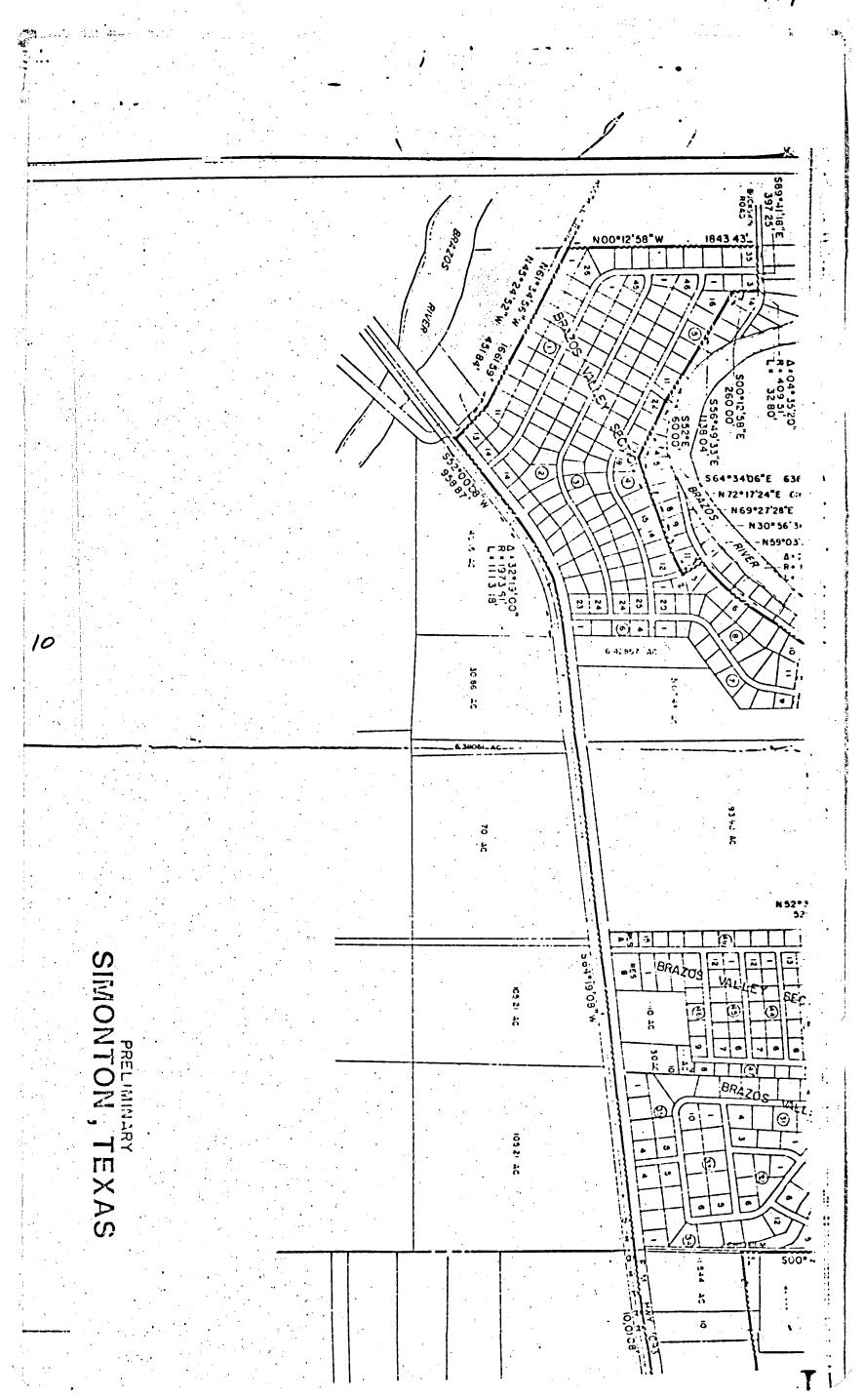
Section III, same being the Northeast corner of Reserve "D";

THENCE South 89 degrees 29 minutes 55 seconds East along the North line of Brazos Valley Section III, 908.45 feet to a point in the North line of Lot 19, Block 36, Brazos Valley Section III, said point being the Southwest corner of Lot 2, Block 22, Brazos Valley Section II in the West line of Brazos Valley Section II;

THENCE North 00 degrees 39 minutes 29 seconds East along the West line of Brazos Valley Section II, 4073.21 feet to a point in the South line of Rue Road for the Northwest corner of Brazos Valley Section II, said point also being the Northwest corner of Lot 1, Block 10, Brazos Valley Section II;

THENCE South 89 degrees 24 minutes 35 seconds East along the North line of Brazos Valley Section II, same being the South line of Rue Road, 1793.43 feet to the Place of BEGINNING and containing 1249.2190 Acres of land, more or less.





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RE: UTILIZATION OF INDIRECT COST MONEY FOR RAISES FOR JUVENILE PROBATION STAFF:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court allowed the Juvenile Probation office to utilize indirect Grant Cost money for raises for Juvenile Probation Staff in the amount of 7% for a total of \$728.77, and other CETA employees be allowed the same 7% increase. Amount of raise to be paid from the CETA Funds.

RE: EMPLOYMENT OF DEPUTY CONSTABLE FOR PRECINCT #4 AND DECLARE EMERGENCY TO AMEND THE BUDGET:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, W. W. Dozier, Constable of Precinct #4 was allowed to hire Charles Ulbrecht as Deputy Constable for the Constable Office for Precinct #4 at a salary of \$1,092.00 monthly, effective January 22, 1979.

That an Emergency exists in Precinct #4 for the hiring of a Deputy Constable, being the basis for this amendment to the budget. Emergency being for additional service to be rendered to the area due to the growth and policing of the area.

This Emergency be allowed for the transfer of \$17,000.00 from Precinct #4 Road & Bridge Fund to the Constable Fund of Precinct #4, due to such emergency.

BE: ACCEPT SADDLEBROOK ROAD INTO THE COUNTY ROAD SYSTEM IN PRECINCT #4:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court approved to accept Saddlebrook Road into the County Road System in Precinct #4, subject to 50' radius at the end.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND :

To:

The Public

THAT FLETCHER AND HELM PROPERTIES, INC., a Texas Corporation, and Reagan C. Helm, Trustee, of Harris County, Texas do hereby dedicate the surface of the following described road strip plan, also known as Saddlebrook Lane, for use as a public road or street, and more specifically described on Exhibit "A" attached hereto.

Executed this 28th day of July , 1978.

Fletcher and Helm Properties, Inc.

Attest:

Earl Roesner President

Rengan C. Helm, Trustee

THE STATE OF TEXAS X COUNTY OF HARRIS

BEFORE ME, the undersigned authorft on this day personally appeared Earl Roesner, of FLETCHER, AND HELM PROPERTIES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the

same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation. GIVEN UNDER MY HAND AND SKAD OF OFFICE this the day of 1978.

> NOTARY PUBLIC in and for Harris County, Texas CHARLOTTE LANGER

THE STATE OF TEXAS COUNTY OF

Notary Public in Harris County, Texas My Commission Expires November 2, 1979

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Reagan C. Helm, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged thomme that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. therein stated.

GIVEN UNDER MY HAND AND SEAR OF OFFICE, this the 25 %

Notary Public in and for

CHARLOTTE LANGER . Notary Public in Harris County, Texas My Commission Expires November 2, 1979

EXHIBIT

A 60 FOOT WIDE ROAD OVER, THROUGH AND ACROSS A by 1825 ACRE TRACT OF LAWS BEING A FART OF A 110,128 ACRE TRACT OF LAND IN THE I & G. H. R.R. COMPANY SURVEY SECTION 3, BLOCK 2, ABSTRACT 262, FORT BEID COUNTY, TEXAS.

COMMENCING at a 1/2 inch Tron Pine found on the Northwest line of the aforementioned I. & G. N. R.R. Company Survey Section 3. Block 2. Abstract 262 as located in the centerline of Roesner Road, said point being the North corner of the aforementioned 110.123 Acre Tract of land:

THENCE South his degrees \$1 minutes 10 seconds West along the centerline of said Possner Road, same being the Northwest line of the aforementioned I. & G. N. R.R. Company Survey Section 3, Block 2, 1028.73 feet to a point on said line;

THENCE South Wh degrees 37 minutes 30 seconds East, at 30 feet pass the Southeast line of said Rossner Foad and entering the centerline of an existing (O foot wide road for a total distance of 230 feet to a point on the centerline of said existing 50 foot wide road for the most Westerly corner and Place of Beginning of the herein described 60 foot wide road;

THENCE North lik degrees 51 minutes 10 seconds East, 30 feet to an Iron Pipe set for corner on the Northeast margin of the herein described 60 foot wide road:

THENCE South 44 degrees 35 minutes 32 seconds East, 190.29 feet to an Iron Pipe set on the Northeast margin of said 60 foot wide road at the beginning of a curve to the left;

THENCE around said curve to the left with a central angle of 90 degrees 33 minutes 22 seconds, a radius of 90 feet, an are length of 1/12.25 feet, a tangent of 90.48 feet and a chord bearing South 89 degrees 52 minutes 10 seconds East, 127.9 feet to an Iron Pipe set at the tangency of said curve:

THENCE North lik degrees 51 minutes 10 seconds East, 145.82 feet to an Iron Pipe set at the beginning of a curve to the right;

THERCE around said curve to the right with a central angle of 90 degrees 21 minutes 14 seconds, a radius of 150 feet, an arc length of 210.37 feet, a tangent of 125.66 feet, a chard bearing North 85 degrees Ol minute 46 seconds East, 193.55 feet to an Iron Pipe set at the tangency of said curve;

THENCE South bb decrees 51 minutes 10 seconds West, 30.54 feet to an Iron Pipe set in the centerline of the herein described 60 foot wide road, said point being in a curve to the right along the centerline of said road;

THENCE around said curve to the right with a central angle of 12 degrees 38 minutes 47 seconds, a radius of 120 feet, an arc length of 26.49 feet, a tangent of 13.3 feet and a chord bearing South 50 degrees 54 minutes 53 seconds East, 25.43 feet to the tengency of said curve;

THENCE South 44 degrees 35 minutes 30 seconds East along the aforementioned centerline of said 60 foot wide road, 485.25 feet to a point for corner on the centerline of the herein described road;

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60 Foot Wide Road (Cont'd.)

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THENCE North 44 degrees 51 minutes 10 seconds East, 30 feet to an Iron Ripe set on the Northeast margin of the herein described 60 foot wide road;

THERCE South lib degrees 35 minutes 30 seconds East, 1255.0h feet to an Iron Pipe set at the beginning of a curve to the right;

THENCE around said curve to the right with a central angle of 89 degrees 25 minutes 10 seconds, a radius of 282.8 feet, an arc length of 141.18 feet, a tangent of 280.07 feet and a chord bearing South 00 degrees 07 minutes 51 seconds West, 377.99 feet to the point of tangency of said curve and the beginning of an arc on a 53.96 foot radius culde-sac:

THENCE around the arc of said cul-de-sac with a central angle of 112 degrees 25 minutes > 59 seconds, a radius of 53.95 feet, an arc length of 105.90 feet, a tangent of 20.63 and a chard bearing South W degrees 51 minutes 10 seconds West, 89.71 feet to the tangency of said arc;

THENCE South like degrees 51 minutes 10 seconds West, 3.13 feet to an Iron Pipe set at the South corner and end of the herein described 60 foot vide road;

THENCE North his decrees 35 minutes 30 seconds West, 60 feet to an Iron Pipe set on the Southwest line of the aforementioned 57.4825 Acre Tract being on the Northwest margin of the aforementioned 60 foot wide road:

THENCE North the degrees 51 minutes 10 seconds East, 2.55 feet to an Iron Pipe set at the beginning of an arc on a 53.96 foot radius cul-de-sac;

THENCE around the arc of said cul-de-sac with a central angle of 112 degrees 25 minutes

59 seconds, a radius of 53.96 feet, an arc length of 105.91 feet, a tangent of 90.68

feet and a chord bearing North Wedgrees 51 minutes 10 seconds East, 89.71 feet to an

Iron Pipe set at the tangency of said arc and the beginning of a curve to the left;

THEFCE around said curve to the left with a central angle of 89 degrees 26 minutes 40 seconds, a radius of 222.8 feet, an arc length of 347.8 feet, a tangent of 220.64 feet and a chord bearing North 00 degrees 07 minutes 55 seconds East, 313.55 feet to an Iron Pipe set at the tangency of said curve;

FIENCE North his degrees 35 minutes 30 seconds West being along the Southwest margin of the herein described 60 foot wide road, 1740.01 feet to an Iron Pipe set at the beginning of a curve to the left;

THENCE around said curve to the left with a central angle of 90 degrees 33 minutes 22 seconds, a radius of 90 feet, an arc length of 142.25 feet, a tangent of 90.88 feet and a chord bearing North 89 degrees 52 minutes 10 seconds West, 127.9 feet to an Iron Pipe set at the tangency of said curve;

THENCE South the degrees 51 minutes 10 seconds West, 145.82 feet to an Iron Pipe set at the beginning of a curve to the right;

THERCE around said curve to the right with a central angle of 53 degrees 41 minutes 09 seconds, a radius of 150 feet, an are length of 140.55 feet, a tangent of 75.91 feet and a chord bearing South 71 degrees 41 minutes 44 seconds West, 135.46 feet to the point of tracency of said curve being on a line in the extension of the centerline of the herein described road and the centerline of an existing 60 foot wide road;

TIENCE North the degrees 35 minutes 30 seconds West along said line, 230 feet to the Place of BEGINNING and containing 4.0101 Acres of land.

FIELD NOTES FOR A ROADWAY EASEMENT OVER, THROUGH AND ACROSS A PORTION OF A 110.128 ACRE TRACT OF LAND IN THE I. & G.N.R.R. COMPANY SURVEY SECTION 3, BLOCK 2, ABSTRACT 262, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1/2 inch Iron Pipe found on the Northwest line of the aforementioned I. & G.N.R.R. Company Survey Section 3, Block 2, Abstract 262 as located in the senter line of Roesner Road, said point being the North corner of the aforementioned 110.128 Acre Tract of land;

THENCE South 44 degrees 51 minutes 10 seconds West along the centerline of said Roesner Road, since being the Northwest line of the aforementioned 110.128 Acre Tract, 998.73 feet to a point on said line;

THENCE South 44 degrees 35 minutes 30 seconds East, 30 feet to a point on the Southeast Right-of-Way line of Roesner Road for the North corner and Place of Beginning of the herein described roadway easement;

THENCE South 44 degrees 51 minutes 10 seconds West along the Southeast Right-of-Way line of Roesner Road, 60 feet to a point for corner,

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THENCE South 44 degrees 31 minutes 10 seconds East, 454.71 more or less feet to a point on the Southwest line of said roadway at the beginning of a curve to the left;

THENCE around said curve to the left with a central angle of 36 degrees 52 minutes 12 seconds, a radius of 150 feet, an arc length of 96.53 feet, a tangent of 50 feet and a chord bearing South 63 degrees 01 minutes 36 seconds East, 94.87 feet to the tangency of said curve;

THENCE North 44 degrees 35 minutes 30 seconds West, 280 feet to a point being a reentry corner to the herein described parcel of land;

THENCE North 44 degrees 51 minutes 10 seconds East, 30 feet to a point being on the Northeast line of the herein described roadway easement;

THENCE North 44 degrees 35 minutes 30 seconds West, 265.25 feet to a point at the Southeast Right-of-Way line of Roesner Road, and the POINT OF BEGINNING

A 30 FOOT WITE HOAD EASEMENT BEING A PART OF A 1.00 AGE TRACT OF LAND OUT OF A 110.12 AGE TRACT IN THE 1. & G. N. R.R. COMPANY SURVEY SECTION 3, PLOCK 2, ABSTRACT 252, FORT BEIND COUNTY, TEXAS.

CCMENCIES at a 1/2 inch Iron Pipe found on the Northwest line of the aforementioned I. & G. N. P.R. Company Survey Section 3, Block 2, Abstract 262 as located in the centerline of Reesner Road, said point being the North corner of the aforementioned 110.125 Acre Tract of land:

* TIMICE South We degrees 35 minutes 30 seconds East along the Northeast line of said 110.120 Acre Tract, at 30 feet pass an Iron Pipe found on the Southeast line of Rossner Road and continuing for a total distance of 695.00 feet to an Iron Pipe set on said line, said point being the North corner of the aforementioned 4.00 Acre Tract of land;

THENCE South Wh decrees 51 minutes 10 seconds West, 343.48 feet to an Iron Pipe found on the Northwest line of said 4.00 Acre Tract for the North corner and Place of Beginning of the herein described 30 foot wide road easement, said point being in a curve to the right along the Northeast margin of said 30 foot wide easement;

THENCE around said curve to the right with a central angle of 10 degrees 12 minutes 07-seconds, a radius of 150 feet, an arc length of 25.71 feet, a tangent of 13.39 feet and a chord bearing South 19 degrees 11 minutes 34 seconds East, 25.67 feet to an Iron Pipe set at the tangency of said curve;

THENCE South 44 degrees 35 minutes 30 seconds East along the Northeast margin of the herein described parcel, 484.97 feet to an Iron Pipe found on the Southeast line of the aforementioned 4.00 Acre Tract for the East corner of the herein described parcel;

TIENCE South ble decrees 51 minutes 10 seconds West, 30 feet to a point at the South corner of said \$1.00 Acre Tract for the South corner of the herein described 30 foot wide road easement;

THERCE North his degrees 35 minutes 30 seconds West along the Southwest line of said 4.00 Acre Tract, 485.26 feet to an Iron Pipe set at the beginning of a curve to the left;

TIMICE around said curve to the left with a central angle of 12 degrees 38 minutes 17 seconds, a radius of 120 feet, an arc length of 26.49 feet, a tangent of 13.3 feet and a chord bearing North 50 degrees 54 minutes 53 seconds West, 25.43 feet to the point of tangency of said curve and being the West corner of the aforementioned 4.00 Acre Tract;

THENCE North the degrees 51 minutes 10 seconds East along the Northwest line of said 4.00 Acre Tract, 30.54 feet to the Place of BEGINNING and containing 0.3524 Acre of land.

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A 30 FOOT VIDE ROAD OUT OF A 47.4825 ACRE TRACT OF LAND. BEING A PART OF A 110.127 ACRE TRACE OF LAND IN THE I. # G. N. R.R. COMPANY SURVEY BECTION 3, BLOCK 2, ABSTRACT 262, FORT BEND COUNTY, TEXAS.

COMMUNICIES at a 1/2 inch free Pipe found on the Northwest line of the L. & G. H. R.R. Company Survey Section 3, Block 2, Abstract 262, as located in the centerline of Roesner Road, said point being the North cerner of the 110.128 Acre Tract of Land:

THEBUE South 44 degrees 35 minutes 30 seconds East along the Bertheast line of said 110.128 Acre Tract, at 30 feet pass an Iron Pipe found on the Southeast line of Roesner Road, and continuing for a total distance of 3375.29 feet to an Iron Pipe found at the East corner of said 110.128 Acre Tract, same being the East corner of the 47.4825 Acre Tract;

THENCE South 44 degrees 51 pinutes 10 seconds West along the Southeast line of said 110.128 Acre Tract, same being the Southeast line of the 47.4825 Acre Tract, 733.48 feet to a point on said line at the South corner of said 47.4825 Acre Tract for the South corner and Place of Beginning of the herein described 30 foot wide road easement;

THENCE North 44 degrees 35 pinutes 30 seconds West along the Southwest line of said 47.4825 Acre Tract, 662.59 feet to an Iron Pipe found for the West corner of the herein described 30 foot wide road easement;

THENCE North 44 degrees 51 minutes 10 seconds East, 50 feet to an Iron Pipe set for the North corner of the herein described 30 foot wide road easement, said point being at the end of a 60 foot wide road through the 47.4825 Acre Tract;

THEMCE South 44 degrees 35 minutes 30 seconds East along the Southwest line of said 60 foot wide road, 30 feet to an Iron Pipe set on said line for corner, said point being the Borth corner of a 20 foot wide drainage easement being in the 47.4825 Acre Tract and at the end of said 60 foot wide road through the 47.4825 Acre Tract;

THESCE South 44 degrees 51 minutes 10 seconds Vest, 20 feet to a point at the West corner of said 20 (oot wide drainage easement for a reentry corner to the herein described 30 foot wide road easement;

THERCE South 44 degrees 35 minutes 30 seconds East along the common line of the herein destined 30 foot wide road easement and the adjoining drainage easement, 632.59 feet to a point in the Southeast line of said 47.4825 Acre Tract for the East corner of the herein described 30 foot wide road easement, same being the South corner of said 20 foot wide drainage easement:

THEMCE South 44 degrees 51 minutes 10 seconds West along the Southeast dine of said 47.4825 Acre Tract, 30 feet to the Place of BEGINNING and containing 0.4701 acre of land.

FIELD NOTES FOR A 30 FOOT WIDE ROAD EASEMENT, BEING A PART OF A 0.9954 ACRE TRACT (TRACT 21-A) AND A 1.8421 ACRE TRACT (TRACT 21-B) OUT OF A 47.4825 ACRE TRACT OF LAND OUT OF A 110.128 ACRE TRACT OF LAND IN THE I. & G. N. R.R. COMPANY SURVEY SECTION 3, BLOCK 2, ABSTRACT 262, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1/2 inch Iron Pipe found on the Northwest line of the aforementioned I. & G. N. R.R. Company Survey Section 3, Block 2, Abstract 262, as located in the centerline of Roesner Road, said point being the North corner of the 110.128 Acre Tract;

THENCE South 44 degrees 51 minutes 10 seconds West along the centerline of Roesner Road, same being the Northwest line of the 110.128 Acre Tract, 1028.73 feet to a point, said point being the point of intersection of said centerline with the centerline of a 60 foot wide road bearing in a Southeasterly direction;

THENCE South 44 degrees 35 minutes 30 seconds East along the centerline of the aforementioned 60 foot wide road, 480.00 feet to the Point of Curvature of a curve to the left, said point being the West corner of the aforementioned 0.9954 Acre Tract;

THENCE continuing South 44 degrees 35 minutes 30 seconds East along the Southwest line of said 0.9954 Acre Tract, 90.00 feet to a point for the West corner and Place of Beginning of the herein described 30 foot wide road casement;

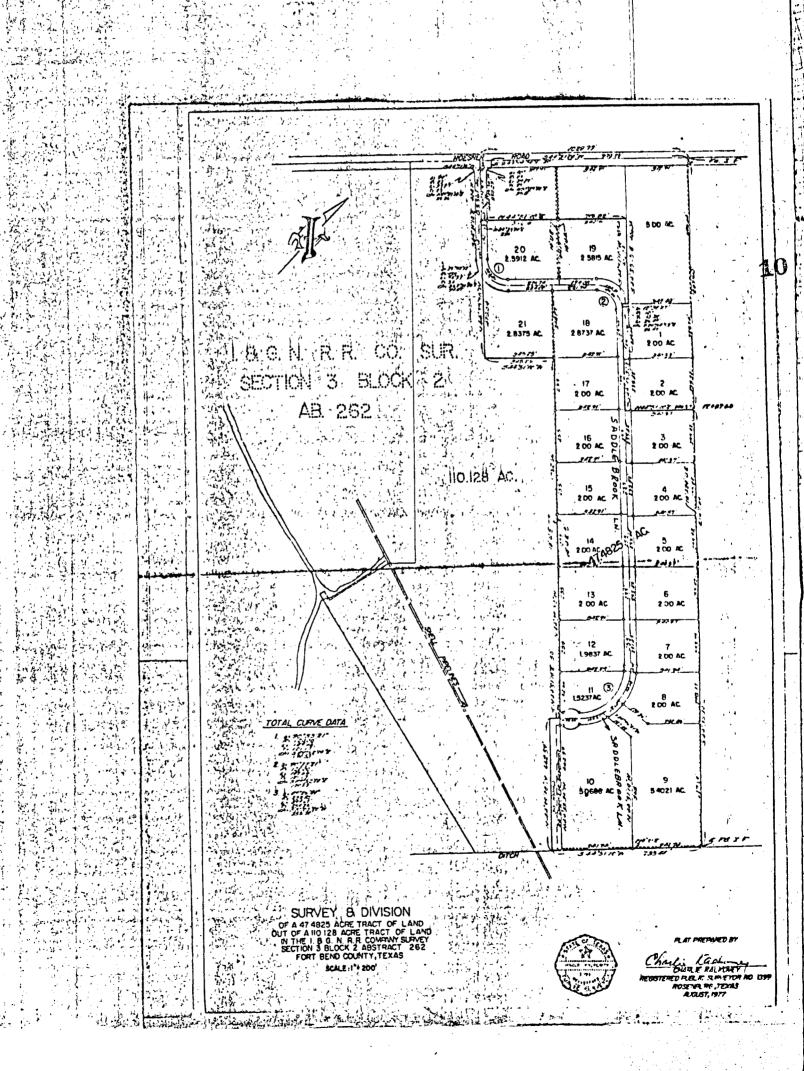
THENCE continuing South 44 degrees 35 minutes 30 seconds East along the Southwest line of said 0.9954 Acre Tract and a 1.8421 Acre Tract, 380.04 feet to an Iron Pipe set for the South corner of the herein described 30 foot wide road easement, same being the South corner of the aforementioned 1.8421 Acre Tract;

THENCE North 44 degrees 51 minutes 10 seconds East along the Southeast line of said 1.8421 Acre Tract, 30.00 feet to a point for the East corner of the herein described 30 foot wide road easement;

THENCE North 44 degrees 35 minutes 30 seconds West 30 feet from and parallel to the Southwest lines of said 1.8421 Acre Tract and the 0.9954 Acre Tract, 349.75 feet to a point in the South Right-of-Way line of the aforementioned 60 foot wide road for the North corner of the herein described 30 foot wide road easement, said point being in a curve to the right;

THENCE along said curve to the right having a central angle of 16 degrees 15 minutes 37 seconds and a radius of 150 feet, 42.57 feet to the Place of BEGINNING and containing 0.2503 acre of land, more or less.

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या रहे रहा रहे में किया में साम स्वाहित है। असे उस के किया साहित है कि के में किया में बिह्न के स्वाहित है कि

14 RE: ORDER TO HIKE THE GROCERY ALLOTMENT FOR THE FORT BEND COUNTY WELFARE DEPARTMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court allowed to hike the Grocery allotment from \$10.00 to \$15.00 per week maximum for the recipients of the Fort Bend County Welfare Department, with the assumption they stay within their budget for this year.

\5 RE: DISCUSS PAYROLL SERVICE WITH THE COUNTY AUDITOR:

No action taken on the discussion of payroll service with the County Auditor.

This will be discussed at the next court meeting.

RE: AUTHORIZE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORATION TO PLACE PASSIVE WARNING DEVICES AT PUBLIC RAILROAD GRADE CROSSING:

No action taken. This was passed over until the next court meeting.

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RE: BURIED CABLE LINES ON BULS ROAD IN TAVENER TO GENERAL TELEPHONE COMPANY:

On MOtion of Commissioner W. Lee Schmidt, seconded by Commissoner Ed. H. Helwig, and duly passed, the court denied the application for and permit to General Telephone Company in Tavener until proper forms are supplied.

RE: NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT ON VISTA DEL SOL AT LINDITA IN EAST FORT BEND COUNTY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, Commissioner Johnnie Pustka, abstained and duly passed, the court approved the proposed installation of buried cable and/or conduit on Vista Del Sol at Lindita in East Fort Bend County, subject to collating this with the developer, as follows:

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this the 12th day of January , 1979, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads right-of-way in Fort Bend County for the purposes of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

Proposed buried cable will cross Vista Del Sol @ Lindita and will be bored a distance of 38'. Proposed buried cable will parallel the South R/W of Lindita beginning at Vista Del Sol and extending 242' to the west.

The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deeping of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

The undersigned further agrees to obey all rules of the County Commissioners and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said cable and/or conduit.

The undersigned representative of said company has full authority to bind said Company hereto.

TEL. CO. LOG NO. Sunset * 7

SOUTHWESTERN BELL TELEPHONE COMPANY

TITLE: Project Engineer Conduit District

ADDRESS: 3317 Montrose, Room 220B Houston, Texas 77006
Approved As To Form

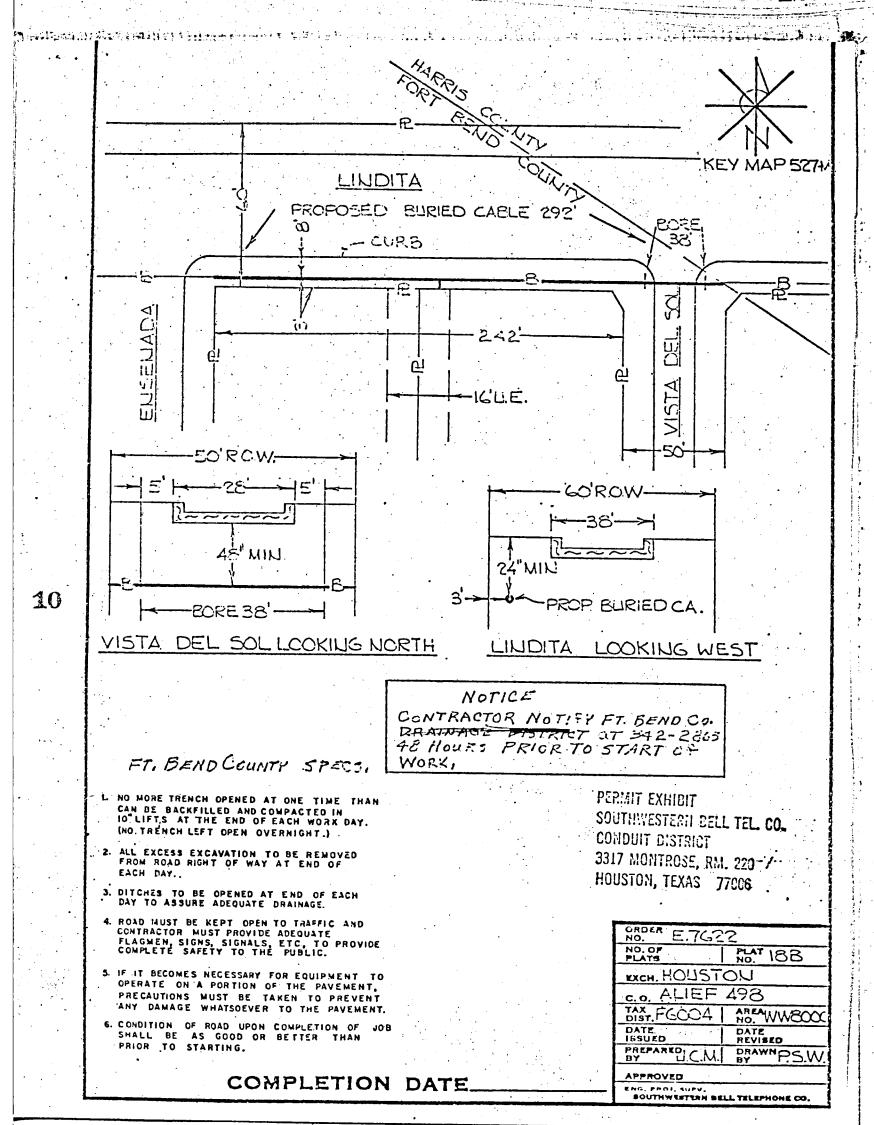
Legal Dept. Houston Area

PERMIT

IN THE COMMISSIONERS' COURT - - - - FORT BEND COUNTY, TEXAS

ON THIS the _____day of on motion duly rade, seconded and passed by the COMMISSIONERS: COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturted use of said roads. ditches, drainage canals and highways, to repair all darage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS! COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS: and the Drainage District harmless from any course of action aforesaid.

> CCMMISSICNERS! COURT FORT BEND COUNTY, TEXAS



19 RE: EMERGANCY ROOFING OF THE RICHMOND LIBRARY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized that R. R. Serna, of Edna Texas be allowed to contract to remove old roof and replace flat roof on the Richmond Library, provided Wallace Borowiak can not do the work immediately. The amount of work to cost \$1395.00

The Court recessed at 11:30 o'clock A.M.

The Court re-convened at 1:30 o'clock P.M.

RE: DISUCSSION WITH SOUTHWESTERN BELL TELEPHONE AND FORT BEND TELEPHONE COMPANY-TELEPHONE SYSTEM FOR THE COURTHOUSE:

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The Court heard a discussion from Southwestern Bell Telephone Company and Fort Bend Telephone Company in connection with a telephone system for the courthouse. They were to gather all information possible and report back to the court at another time.

There being no further business, the Court adjourned at 3:00 o'clock P.M.

COUNTY JUDGE

ATTEST:

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 29th day of January, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Special Session of January 22, 1979, as corrected:

\mathcal{V} RE: APPROVE CHANGE IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the following change in depository pledge contracts.

Sugar Land State Bank of Sugar Land, Texas to release \$25,000.00 = Aldine Independent School District Schoohouse & refunding Bonds, 1969 - 4.6% due 1/15/79 receipt #31900.

RE: APPROVAL OF RE-APPOINTMENT OF PAULA WEDEGARTNER TO THE CHILD WELFARE BOARD FOR A SECOND = THREE YEAR TERM:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the re-appointment of Paula Wedegartner to the Child Welfare Board for a second - three year term.

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इ.च्या लडाहे हेर - बाहो स्वताम कर वे तासितासाति साहै महर्गाल के अल्लास अराध रे पर रते हैं ते के लेंड के लिए हैं इस्टीस स्वता स्वय है स्टेंट-

$\mathcal{V}_{\mathrm{RE:}}$ AMEND BUDGET OF COUNTY AUDITOR TO CONTINUE PAYROLL SERVICE WITH THE SYSTEM WORKS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to amend the budget of County Auditor to continue payroll service with The System Works on a 12 month basis for \$1,000.00 per month, subject to contract to be submitted, retroactive to January 1, 1979. This creating an emergency to continue service of The System Works for payroll service for the auditors office. Letter of confirmation to be submitted by Mr. Ken Palmer. Original Contract recorded in Volume 9, page 655 of the Commissioners Court Minutes.

The System Works

617 Executive Tower Dallas, Texas 75235 214—358-4591

January 31, 1979

Mrs. Joyce Tompkins County Auditor Fort Bend County Courthouse Richmond, Texas 77469

Dear Mrs. Tompkins:

In confirmation of agreement reached in Commissioner's Court on January 29, 1979, this documents our commitment to process the Fort Bend County payroll on our In-House Service Bureau for a one year term beginning January 1, 1979. The fee for this processing is a flat \$1000.00 per month, regardless of the number of transactions in the payroll function.

This agreement cannot be cancelled except in the event Fort Bend County elects to execute a formal computer procurement, and any system resulting therefrom would be installed prior to the end of this term.

If this is not your understanding please let me know.

cluc

Very truly yours

K. J. Palmer President

KJP:gc

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RE: AN ORDER OF THE COUNTY JUDGE CANVASSING THE RETURNS OF THE ELECTION OF THE INCORPORATION OF THE TOWN OF THOMPSONS, TEXAS, DECLARING THE RESULTS THEREOF AND PROVIDING FOR THE RECORDING THEREOF:

ORDER NUNC PRO TUNC ENTERING IN COMMISSIONERS COURT MINUTES THE APPLICATION FOR INCORPORATION OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS: ELECTION ORDER: ORDER DESIGNATING ELECTION PRECINCT AND POLLING PLACE AND NOTICE OF SPECIAL

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the Order of the County Judge canvassing the returns of the election of the incorporation of the Town of Thompsons, Texas, declaring the results thereof and providing for the recording thereof. Order Nunc

Pro Tunc entering in Commissioners' Court minutes the application for incorporation of the Town of Thompsons, Fort Bend County, Texas, Election Order, Order designating Election Precinct and Polling Place and notice of speical election.

Whereas, it appears that the application for an election on the incorporation of the town of Thompsons, Texas Fort Bend County, Texas was filed as required by law in the office of the County Judge of Fort Bend County on August 2, 1979.

THE STATE OF TEXAS

TO THE STATE OF THE

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COUNTY OF FORT BEND)
ORDER NUNC PRO TUNC ENTERING IN COMMISSIONERS COURT MINUTES
THE APPLICATION FOR INCORPORATION OF THE TOWN OF THOMPSONS,
FORT BEND COUNTY, TEXAS; ELECTION ORDER; ORDER DESIGNATING
ELECTION PRECINCT AND POLLING PLACE AND NOTICE OF SPECIAL ELECTION

WHEREAS, it appears that an Application for Incorporation of the Town of Thompsons, Fort Bend County, Texas, dated August 2, 1978, was duly filed in the office of the County Judge of Fort Bend County, Texas, on August 3, 1978, as provided by law; and

Application, an Election Order ordering an election to be held submitting the question of the proposed incorporation of the Town of Thompsons, Texas, to a vote of the people was duly made by the County Judge of Fort Bend County, Texas, on August 9, 1978, as provided by law; and

WHEREAS, it further appears that an Order Designating Election Precinct and Polling Place and Notice of Special Election for said election were both duly made by the County Judge of Fort Bend County, Texas on December 6, 1978, as provided by law; and

WHEREAS, pursuant to said Application and Orders and the giving of said Notice in the manner and for the length of time as provided by law, such election was duly and legally held on January 20, 1979, returns thereof were duly made and canvassed and an Order Declaring Incorporation of the Town of Thompsons, Texas, was duly signed and entered by the County Judge of Fort Bend County, Texas, on January 29, 1979, and entered in the minutes of the Commissioners Court of Fort Bend County, Texas; and

WHEREAS, it appears that through oversight and inadvertence, the aforesaid Application, Orders and Notice were not recorded in the official minutes of the Commissioners Court of Fort Bend County, Texas; and

WHEREAS, the undersigned County Judge of Fort Bend County, Texas, has knowledge of the facts that the aforesaid Application, Orders and Notice were made and knows of their contents.

IT IS THEREFORE HEREBY ORDERED, upon motion of the undersigned County Judge of Fort Bend County, Texas, that the aforesaid Application for Incorporation of the Town of Thompsons, Fort Bend County, Texas; Election Order; Order Designating Election Precinct and Polling Place and Notice of Special Election be forthwith duly recorded in the official minutes of the Commissioners Court of Fort Bend County, Texas, the same to have the same force and effect and to be effective as though originally and duly recorded in said minutes as of the respective dates thereof.

SIGNED and ENTERED this of January

1979.

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JODIE E. STAVINOHA,

COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

TO THE HONORABLE JOSH GATES, COUNTY JUDGE OF FORT BEND COUNTY, TEXAS:

WE, the undersigned inhabitants and residents of the unincorporated Town of Thompsons, Fort Bend County, Texas, desire that said town be incorporated and pray that an election be ordered on the question of such incorporation as provided by Tex. Rev. Civ. Stat. Ann. Art. 1133, et seq. (1963).

We hereby certify that each of the undersigned has attained the age of 18 years, has resided within the limits of the proposed Town of Thompsons, Texas, for more than 6 months next preceding the date of this Application and is a duly qualified, registered elector and voter possessing the requisite voter qualifications and meeting the requirements prescribed by the Texas Election Code.

We further hereby certify that more than 200 and less than 10,000 inhabitants reside and are contained within the boundaries of the proposed Town of Thompsons, Texas, such boundaries being stated and described in Exhibit "A" hereto attached and by this reference incorporated herein and made a part hereof.

We accompany this Application with a plat of the proposed Town of Thompsons, Texas, including therein no territory except that which is intended to be used for strictly town purposes. Such plat is attached as Exhibit "B" hereto and by this reference incorporated herein and made a part hereof.

The name by which the Town of Thompsons, Texas, will be known when incorporated will be the Town of Thompsons, Texas.

Respectfully submitted.

Dated this 2 nd day of August, 1978.

The S.R. Selleh 11. Think hungarion

2. E. J. Hall

12. Subsangualing

3. Mw. Bay Freehow 13. Wayne Cayates of the Menone a 14. James Solomon Spring Faria 15. Land Faria Solomon 15. Land Faria 16. Bonne Smith 17. Pen yn James 17. Coffin Lampley 9. Fosph weerigh 18. Willie Lampley 19. Jellie Hegiston 19. Jellie Hegiston 19. Jellie Hegiston 20. Vincelly huse

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EXHIBIT "A"

To Application for Incorporation of the Town of Thompsons, Ft. Bend County, Texas

Being approximately 1,256 acres of land out of the Horatio Chriesman League, Abstract 18 and the Samuel Kennedy Survey, Abstract 44, Fort Bend County, Texas, and being described as follows:

PLAT POINT

- 1. BEGINNING at a point on the North right-of-way line of the A.T. & S.F. Railroad where the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road intersects said right-of-way;
 - 2. THENCE Southerly along the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road to intersect the Southerly extension of the 80.1 acre Nancy H. Fowler tract;
 - 3. THENCE Easterly along the South line of the 80.1 acre Nancy H. Fowler tract and L. M. Bukowski tracts to intersect the East line of the 25 acre Alice Mae Morgan tract;
 - 4. THENCE Southerly along the East line of the 25 acre Alice Mae Morgan tract and the Anna Belle Riggins 75.753 acre tract to intersect the North line of the Enoch McCall et al tract;
 - 5. THENCE Easterly along the North line of the Enoch McCall et al tract to intersect the East line of the Enoch McCall et al tract;
 - 6. THENCE Southerly along the East line of the Enoch McCall et al tract to intersect the North line of the R.E. & J.K. Wolters 100 acre tract;
 - 7. THENCE Westerly along the North line of the R.E. & J.K. Wolters tract to intersect the centerline of Water Lake Bayou;
 - 8. THENCE upstream along the centerline of Water Lake Bayou in a North-westerly then Westerly direction to intersect the East line of the Curtis Calhoun tract;
 - 9. THENCE Southerly along the East line of the Curtis Calhoun and Thomas Calhoun tract to intersect the North line of the Rudolph Gubbels 128.8 acre tract;

- 10. THENCE Westerly along the North line of the Rudolph Gubbels 128.8 acre tract to intersect the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road;
- 11. THENCE Northerly along the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road to its intersection with the North line of the R. E. Smith Estate 526.39 acre tract;
- 12. THENCE Westerly along the North line of the R. E. Smith Estate 526.39 acre tract to intersect the West line of the Jas. B. Harrison tract;
- 13. THENCE Northerly along the West line of the Jas. B. Harrison tract to intersect the South line of the Horatio Chriesman Survey, Abstract 18; said line also being the North line of the Samuel Kennedy Survey, Abstract 44;
- 14. THENCE Westerly along the South line of the Horatio Chriesman Survey, Abstract 18, to intersect the centerline of Rabbs Bayou;

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15. THENCE Southerly along the centerline of Rabbs Bayou to intersect the North line of the R. E. Smith Estate 526.39 acre tract;

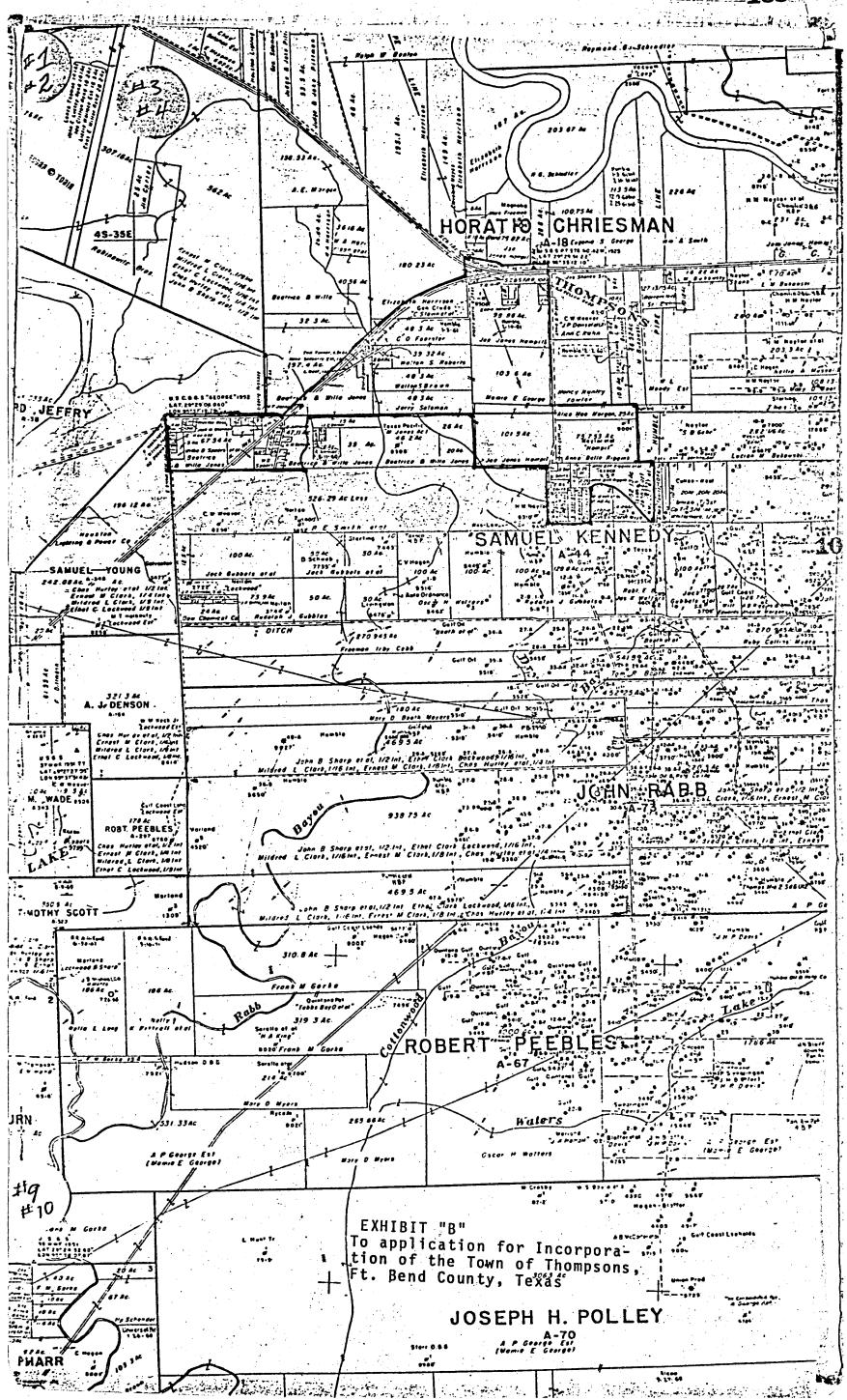
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- 16. THENCE Westerly along the North line of the R.E. Smith Estate 526.39 acre tract to intersect the West right-of-way line of Lockwood Road;
- 17. THENCE Northerly along the West right-of-way line of Lockwood Road to intersect the North right-of-way line of Y. U. Jones Road;
- 18. THENCE Easterly along the North right-of-way line of Y. U. Jones
 Road to intersect the Northwesterly right-of-way line of the A.T. & S.F.
 Railroad Spur;
- 19. THENCE in a Northeasterly direction along the Northwesterly right-of-way line of the A.T. & S. F. Railroad Spur to intersect the West right-of-way line of Y. U. Jones Road;
- 20. THENCE Northerly along the West right-of-way line of Y. U. Jones Road, cross the right-of-way of the A.T. & S.F. Railroad to intersect North right-of-way line of Thompsons (F.M. 2759) Road;
- 21. THENCE in an Easterly direction along the North right-of-way line of Thompsons (F.M. 2759) Road to intersect the East line of the one (1) acre school tract;
- 22. THENCE in a Northerly direction along the East line of the one (1) acre school tract to intersect the South line of the Mark Freeman 7.04 acre tract;
- 23. THENCE Easterly along the South line of the Mark Freeman 7.04 acre tract and Jos. Hampil Estate 98.69 acre tracts to intersect the East line of the said Jos. Hampil Estate tract;

24. THENCE in the same direction on an extended line of the Jos. Hampil Estate 98.69 acre tract to intersect the extended West right-of-way of the Thompsons-Rabbs Ridge Oilfield Road;

25. THENCE in a Southerly direction along the extended West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road to the point and place of BEGINNING.

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ELECTION ORDER

BE IT REMEMBERED, that on the 9th day of August, 1978, came on for hearing in due order before the undersigned County Judge of Fort Bend County, Texas, the Application for Incorporation of the Town of Thompsons, Fort Bend County, Texas, dated August 2, 1978, duly filed in the office of said County Judge on August 3, 1978, and praying that an election be ordered on the question of the incorporation of such proposed town as provided by Tex. Rev. Civ. Stat. Ann. Art. 1133, et seq. (1963) and other applicable laws of the State of Texas.

Said County Judge, having duly considered said Application for Incorporation and the satisfactory proof, evidence and testimony made and adduced at the hearing thereon, hereby finds that said Application was and is subscribed by twenty (20) applicants, all of whom are inhabitants and residents of the proposed, now unincorporated Town of Thompsons, Fort Bend County, Texas, having resided within the limits of said proposed town as stated therein for more than six (6) months next preceding the date of said Application, and all of whom are duly qualified, registered electors and voters possessing the requisite voter qualifications and meeting the requirements prescribed by the Texas Election Code; that said Application for Incorporation duly states the boundaries of such proposed town and the name by which it is to be known when incorporated and is accompanied with a plat of such proposed town encompassing a superficial area not exceeding two (2) square miles and including therein no territory except that which is intended to be used for strictly town purposes.

Based upon said Application for Incorporation and such satisfactory proof, evidence and testimony made and adduced at the hearing thereon, said County Judge hereby further finds

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that the proposed incorporated Town of Thompsons, Fort Bend County, Texas contains the requisite number of inhabitants for incorporation under the laws of this State, same being at least two hundred and forty-three (243) and less than two thousand (2,000) inhabitants.

Based upon the aforesaid findings, it is accordingly hereby ORDERED, ADJUDGED and DECREED by said County Judge as follows:

I

That an election be held within the proposed Town of Thompsons, Fort Bend County, Texas, at the Thompsons General Mercantile Store on Saturday, January 20, 1979, between the hours of seven o'clock a.m. and seven o'clock p.m. for the purpose of submitting the question of the incorporation of such proposed town to a vote of the people, such election to be held in the manner prescribed for holding elections in other cases by the Texas Election Code and such other laws of the State of Texas and the United States of America as may be applicable in the premises;

II.

That previous notice of such election be duly given in the manner and for the length of time as prescribed by the Texas Election Code and such other laws of the State of Texas and the United States of America as may be applicable in the premises;

III.

That G. W. "Bud" Longserre, an inhabitant and resident of such proposed Town of Thompsons, Fort Bend County, Texas, and an applicant whose name is subscribed to said Application for Incorporation, be and he is hereby ORDERED APPOINTED as the officer to preside at such election and that the said G. W. "Bud" Longserre be and he is hereby ORDERED to select two (2) duly qualified judges and two (2) clerks to assist him in holding such election; and

That should the majority of votes cast in such election be in favor of incorporation of the proposed Town of Thompsons, Fort Bend County, Texas, then the election officers shall make return of such election to the County Judge of Fort Bend County, Texas, within ten (10) days in the manner prescribed by the Texas Election Code and such other Laws of the State of Texas and the United States of America as may be applicable in the premises.

SIGNED, RENDERED and ENTERED this 9th day of August,

JOSA GATES, COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF FORT BEND

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ORDER DESIGNATING ELECTION PRECINCT AND POLLING PLACE

Pursuant to Article 2.02 of the Texas Election Code and Election Order of the County Judge of Fort Bend County, Texas, duly signed, rendered and entered on August 2, 1978, ordering an election to be held on Saturday, January 20, 1979, for the purpose of submitting the question of the proposed incorporation of the Town of Thompsons, Texas, to a vote of the people, it is hereby ORDERED that there shall be and is hereby designated only one election precinct and polling place therein for the conduct of such election.

FURTHER ORDERED that the name of the election precinct for the conduct of such election be and is hereby designated as the "THOMPSONS PROPOSED INCORPORATION ELECTION PRECINCT".

FURTHER ORDERED, that the boundaries of the Thompsons Proposed Incorporation Election Precinct be and are hereby designated to be the same as those stated and described in the boundary description and plat attached respectively as Exhibit "A" and Exhibit "B" to the Application for Incorporation of the Town of Thompsons, Fort Bend County, Texas, dated August 2, 1978, and duly filed with the County Judge of Fort Bend County, Texas on August 3, 1978, copies of which said exhibits are respectively attached as Exhibit "A" and Exhibit "B" hereto and made a part hereof.

FINALLY ORDERED, that the polling place for the Thompsons Proposed Incorporation Election Precinct at which such election will be held be and is hereby designated to be the Thompsons General Mercantile Store located at 14539 Thompsons (F.M. 2359) Road within said precinct.

SIGNED, RENDERED and ENTERED this tray of Seember

1978.

JOSH GATES, COUNTY JUDGE OF FORT BEND COUNTY, T E X A S

EXHIBIT "A"

To Application for Incorporation of the Town of Thompsons, Ft. Bend County, Texas

Being approximately 1,256 acres of land out of the Horatio Chriesman League, Abstract 18 and the Samuel Kennedy Survey, Abstract 44, Fort Bend County, Texas, and being described as follows:

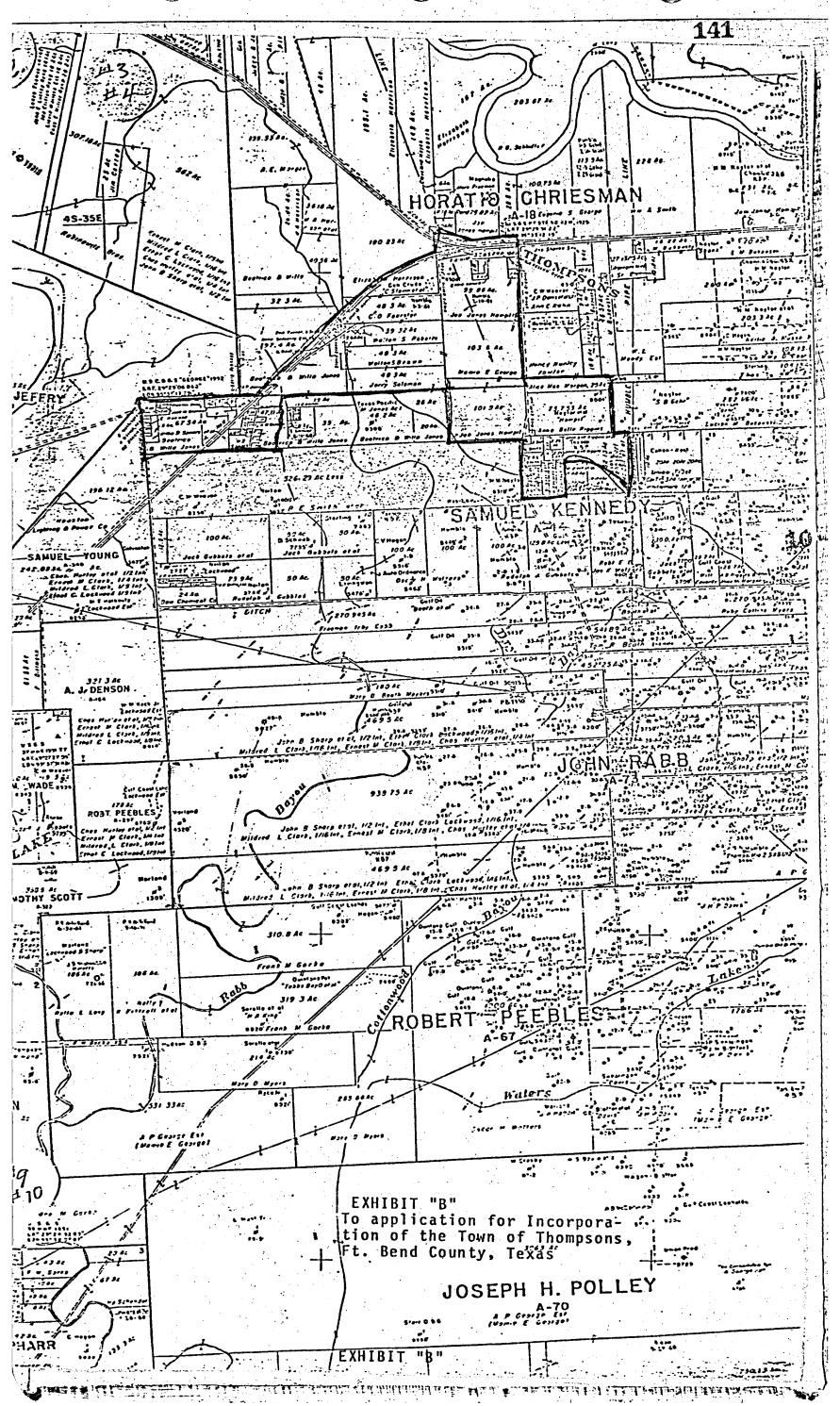
PLAT

- 1. BEGINNING at a point on the North right-of-way line of the A.T. & S.F. Railroad where the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road intersects said right-of-way;
- 2. THENCE Southerly along the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road to intersect the Southerly extension of the 80.1 acre Nancy H. Fowler tract;
- 3. THENCE Easterly along the South line of the 80.1 acre Nancy H. Fowler tract and L. M. Bukowski tracts to intersect the East line of the 25 acre Alice Mae Morgan tract;
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- 7. THENCE Westerly along the North line of the R.E. & J.K. Wolters tract to intersect the centerline of Water Lake Bayou;
- 8. THENCE upstream along the centerline of Water Lake Bayou in a North-westerly then Westerly direction to intersect the East line of the Curtis Calhoun tract;
- THENCE Southerly along the East line of the Curtis Calhoun and Thomas Calhoun tract to intersect the North line of the Rudolph Gubbels 128.8 acre tract;

10. THENCE Westerly along the North line of the Rudolph Gubbels 128.8 acre tract to intersect the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road;

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- 11. THENCE Northerly along the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road to its intersection with the North line of the R. E. Smith Estate 526.39 acre tract;
- 12. THENCE Westerly along the North line of the R. E. Smith Estate 526.39 acre tract to intersect the West line of the Jas. B. Harrison tract;
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- 15. THENCE Southerly along the centerline of Rabbs Bayou to intersect the North line of the R. E. Smith Estate 526.39 acre tract;
- 16. THENCE Westerly along the North line of the R.E. Smith Estate 526.39 acre tract to intersect the West right-of-way line of Lockwood Road;
- 17. THENCE Northerly along the West right-of-way line of Lockwood Road to intersect the North right-of-way line of Y. U. Jones Road;
- 18. THENCE Easterly along the North right-of-way line of Y. U. Jones Road to intersect the Northwesterly right-of-way line of the A.T. & S.F. Railroad Spur;
- 19. THENCE in a Northeasterly direction along the Northwesterly right-of-way line of the A.T. & S. F. Railroad Spur to intersect the West right-of-way line of Y. U. Jones Road;
- 20. THENCE Northerly along the West right-of-way line of Y. U. Jones Road, cross the right-of-way of the A.T. & S.F. Railroad to intersect North right-of-way line of Thompsons (F.M. 2759) Road;
- 21. THENCE in an Easterly direction along the North right-of-way line of Thompsons (F.M. 2759) Road to intersect the East line of the one (1) acre school tract;
- 22. THENCE in a Northerly direction along the East line of the one (1) acre school tract to intersect the South line of the Mark Freeman 7.04 acre tract;
- 23. THENCE Easterly along the South line of the Mark Freeman 7.04 acre tract and Jos. Hampil Estate 98.69 acre tracts to intersect the East line of the said Jos. Hampil Estate tract;
- 24. THENCE in the same direction on an extended line of the Jos. Hampil Estate 98.69 acre tract to intersect the extended West right-of-way of the Thompsons-Raphs Ridge Oilfield Road;
- 25. THENCE in a Southerly direction along the extended West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road to the point and place of BEGINNING.



THE STATE OF TEXAS
COUNTY OF FORT BEND

NOTICE OF SPECIAL ELECTION

Tn •

ALL QUALIFIED VOTERS OF THE THOMPSONS PROPOSED INCORPORATION ELECTION PRECINCT:

TAKE NOTICE that pursuant to Election Order signed by the County Judge on August 12, 1978, and subsequent Order Designating Election Precinct and Polling Place signed by him on even date herewith, an election will be held at the Thompsons General Mercantile Store located at 14539 Thompsons (F.M. 2359) Road, Thompsons, Texas, same being the designated polling place of the above-named election precinct, on Saturday, January 20, 1979, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of submitting the question of the proposed incorporation of the Town of Thompsons, Texas, to a vote of the people.

TAKE FURTHER NOTICE that absentee voting in such election will be conducted at the said Thompsons General Mercantile Store between the hours of 9:00 a.m. and 6:00 p.m. on each day which is not a Saturday, Sunday or official State holiday, commencing on Wednesday, January 10, 1979, and continuing through Tuesday, January 16, 1979.

TAKE FURTHER NOTICE that the address of the clerk for absentee voting in such election to which ballot applications and ballots voted by mail may be sent is as follows:

G. W. "Bud" Longserre P. O. Box 8

Thompsons, Texas 77481

SIGNED this day of

1978.

JOSH GATES, COUNTY JUDGE OF FORT BEND

lecember

ESTADO DE TEXAS

CONDADO DE FORT BEND

AVISO DE ELECCION ESPECIAL

A: TODOS LOS VOTANTES CALIFICADOS DEL PRECINTO THOMPSONS DE ELECCION PARA LA INCORPORACION PROPUESTA:

TOMESE CUENTA de que según la Orden de Elección firmada por el Juez de Condado el 12 de agosto de 1978, y la Orden posterior Designando el Precinto de Elección y el Sitio de Votación firmado por él en fecha de evento en la presente, una elección tendrá lugar en la Tienda de Mercancía General de Thompsons situada en 14539 Thompsons Road(Carretera Thompsons)o(F.M. 2359), Thompsons, Texas, la misma es el sitio designado de votación del precinto de elección mencionado anteriormente, el sábado 20 de enero de 1979, entre las 7:00 de la manaña y las 7:00 de la noche, con el propósito de presentar la cuestión de la incorporación propuesta de la Aldea de Thompsons, Texas, a la votación del pueblo.

TOMESE CUENTA ADEMAS de que la votación en ausencia en dicha elección será celebrada en la citada Tienda de Mercancía General de Thompsons entre las 9:00 de la mañana y las 6:00 de la tarde durante cada día que no sea sábado, domingo o día festivo oficial de Estado, a partir del miércoles 10 de enero de 1979, y continuando hasta el martes 16 de enero de 1979 inclusive.

TOMESE CUENTA ADEMAS de que la dirección del dependiente a cargo de la votación en ausencia en dicha elección a la cual se podrán mandar por correo las solicitudes de boletas y boletas votadas, será la siguiente:

G. W. "Bud" Longserre

P. O. Box 8

Thompsons, Texas 77481

FIRMADO este día Th de Viciembre de 1978

JOSH GATES, JUÉZ DE CONDADO DE FORT BEND CONDADO DE FORT BEND, TEXAS

OFFICER'S RETURN

Came to hand on the 27 day of $\underline{Decembe()}$, 1978, at 12:15 o'clock \underline{P} .m., the attached Notice of Special Election and Spanish translation thereof, and executed same by prominently posting copies of each thereof for advertisement at three (3) public places in the Town of Thompsons, Fort Bend County, Texas, to-wit: at the Thompsons General Mercantile Store; the Mount Pilgrim Baptist Church and the Thompsons Cafe, at 12:20 o'clock \underline{P} .m., and $\underline{12:45}$ o'clock \underline{P} .m., respectively, and by posting a copy of each thereof on the County Clerk's bulletin board in the Fort Bend County Courthouse at Richmond, Fort Bend County, Texas, at $\underline{f}:\underline{f}$ o'clock \underline{P} .m., all on the $\underline{27}$ day of $\underline{December}$, $\underline{1978}$.

I actually and necessarily traveled $\underline{\underline{\underline{m}}}$ miles in so

I actually and necessarily traveled ____ miles in so executing said Notice of Special Election.

ERVIN HURTA, Sheriff of Fort Bend County, Texas

By: Deputy

FEES:

10

Posting:

\$_____

Mileage

\$

Total:

\$

THE STATE OF TEXAS
COUNTY OF FORT BEND

ORDER DECLARING INCORPORATION OF THE TOWN OF THOMPSONS, TEXAS

BE IT REMEMBERED, that on the 29th day of January, 1979, came on to be canvassed and considered the returns of an election held on the 20th day of January, 1979, in the Thompsons Proposed Incorporation Election Precinct at its polling place, being the Thompsons General Mercantile Store located at 14539 Thompsons (F.M. 2359) Road in Thompsons, Fort Bend County, Texas, said election being upon the proposition and question of the proposed incorporation of the Town of Thompsons, Texas, submitted to a vote of the duly qualified electors thereof pursuant to an Election Order signed by the County Judge on August 9, 1978, and an Order Designating Election Precinct and Polling Place and a Notice of Special Election both signed by the County Judge on December 6, 1978.

It appearing that said election was in all respects legally held pursuant to due notice thereof given in the manner and for the length of time as provided by law; that said returns thereof, bearing date of January 20th, 1979, were duly and legally made and delivered to the County Judge on the 22nd day of January, 1979; and that there were cast at said election 60 valid and legal votes, of which number there were cast:

CORPORATION:

59 votes

NO CORPORATION

1 vote

IT IS ACCORDINGLY FOUND, DECLARED AND SO ORDERED that a majority of the votes cast at said election were cast in favor of incorporation and that therefore the inhabitants of the Town of Thompsons, Texas, are legally and validly incorporated within the boundaries thereof, which boundaries are designated as follows, to-wit:

Being approximately 1,256 acres of land out of the Horatio Chriesman League, Abstract 18 and the Samuel Kennedy Survey, Abstract 44, Fort Bend County, Texas, and being described as follows:

PLAT POINT

- 1. BEGINNING at a point on the North right-of-way line of the A.T. & S.F. Railroad where the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road intersects said right-of-way;
- 2. THENCE Southerly along the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road to intersect the Southerly extension of the 80.1 acre Nancy H. Fowler tract;
- 3. THENCE Easterly along the South line of the 80.1 acre Nancy H. Fowler tract and L. M. Bukowski tracts to intersect the East line of the 25 acre Alice Mae Morgan tract;
- 4. THENCE Southerly along the East line of the 25 acre Alice Mae Morgan tract and the Anna Belle Riggins 75.753 acre tract to intersect the North line of the Enoch McCall et al tract;
- 5. THENCE Easterly along the North line of the Enoch McCall et al tract to intersect the East line of the Enoch McCall et al tract;
- THENCE Southerly along the East line of the Enoch McCall et al tract to intersect the North line of the R. E. & J. K. Wolters 100 acre tract;
- 7. THENCE Westerly along the North line of the R. E. & J. K. Wolters tract to intersect the centerline of Water Lake Bayou;
- 8. THENCE upstream along the centerline of Water Lake Bayou in a Northwesterly then Westerly direction to intersect the East line of the Curtis Calhoun tract;
- 9. THENCE Southerly along the East line of the Curtis Calhoun and Thomas Calhoun tract to intersect the North line of the Rudolph Gubbels 128.8 acre tract;
- THENCE Westerly along the North line of the Rudolph Gubbels 128.8 acre tract to intersect the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road;
- THENCE Northerly along the West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road to its intersection with the North line of the R. E. Smith Estate 526.39 acre tract;
- 12. THENCE Westerly along the North line of the R. E. Smith Estate 526.39 acre tract to intersect the West line of the Jas. B. Harrison tract;
- THENCE Northerly along the West line of the Jas.
 B. Harrison tract to intersect the South line of the Horatio Chriesman Survey, Abstract 18; said line also being the North line of the Samuel Kennedy Survey, Abstract 44;
- 14. THENCE Westerly along the South line of the Horatio Chriesman Survey, Abstract 18, to intersect the centerline of Rabbs Bayou;

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15. THENCE Southerly along the centerline of Rabbs Bayou to intersect the North line of the R. E. Smith Estate 526.39 acre tract;

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- THENCE Westerly along the North line of the R. E. Smith Estate 526.39 acre tract to intersect the West right-of-way line of Lockwood Road;
- 17. THENCE Northerly along the West right-ofway line of Lockwood Road to intersect the North right-of-way line of Y. U. Jones Road;
- 18. THENCE Easterly along the North right-of-way line of Y. U. Jones Road to intersect the Northwesterly right-of-way line of the A.T.& S.F. Railroad Spur;
- THENCE in a Northeasterly direction along the Northwesterly right-of-way line of the A.T. & S.F. Railroad Spur to intersect the West right-of-way line of Y. U. Jones Road;
- THENCE Northerly along the West right-of-way line of Y. U. Jones Road, cross the right-of-way of the A.T. & S.F. Railroad to intersect North right-of-way line of Thompsons (F.M. 2759) Road;
- THENCE in an Easterly direction along the North right-of-way line of Thompsons (F.M. 2759) Road to intersect the East line of the one (1) acre school tract;
- THENCE in a Northerly direction along the East line of the one (1) acre school tract to intersect the South line of the Mark Freeman 7.04 acre tract;
- THENCE Easterly along the South line of the Mark Freeman 7.04 acre tract and Jos. Hampil Estate 98.69 acre tracts to intersect the East line of the said Jos. Hampil Estate tract;
- 24. THENCE in the same direction on an extended line of the Jos. Hampil Estate 98.69 acre tract to intersect the extended West right-of-way of the Thompsons-Rabbs Ridge Oilfield Road;
- THENCE in a Southerly direction along the extended West right-of-way line of Thompsons-Rabbs Ridge Oilfield Road to the point and place of BEGINNING, said boundaries encompassing a superficial area not exceeding two (2) square miles.

IT IS FURTHER ORDERED that this Order Declaring Incorporation of the Town of Thompsons, Texas, be duly entered forthwith upon the records of the Commissioners Court of Fort Bend County, Texas, and that thereupon a certified copy of such entry,

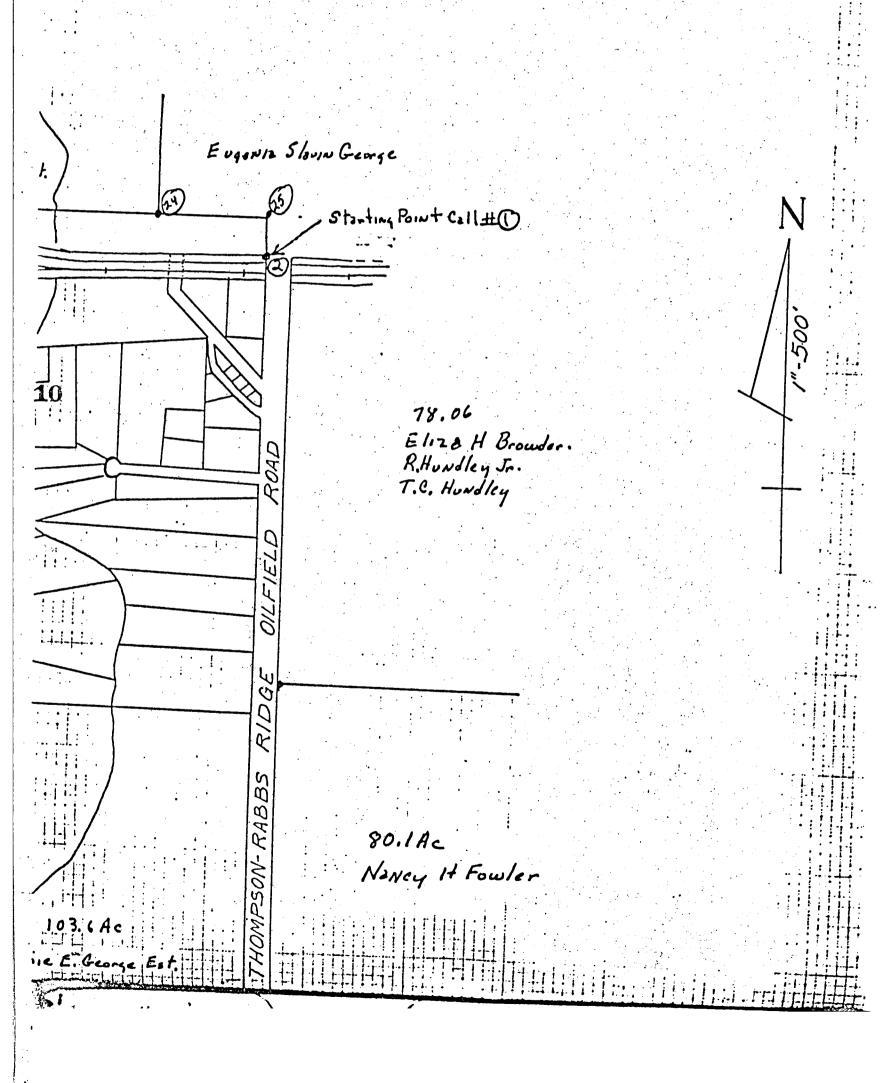
together with the plat of the Town of Thompsons, Texas, be duly recorded in the proper record of deeds of said County.

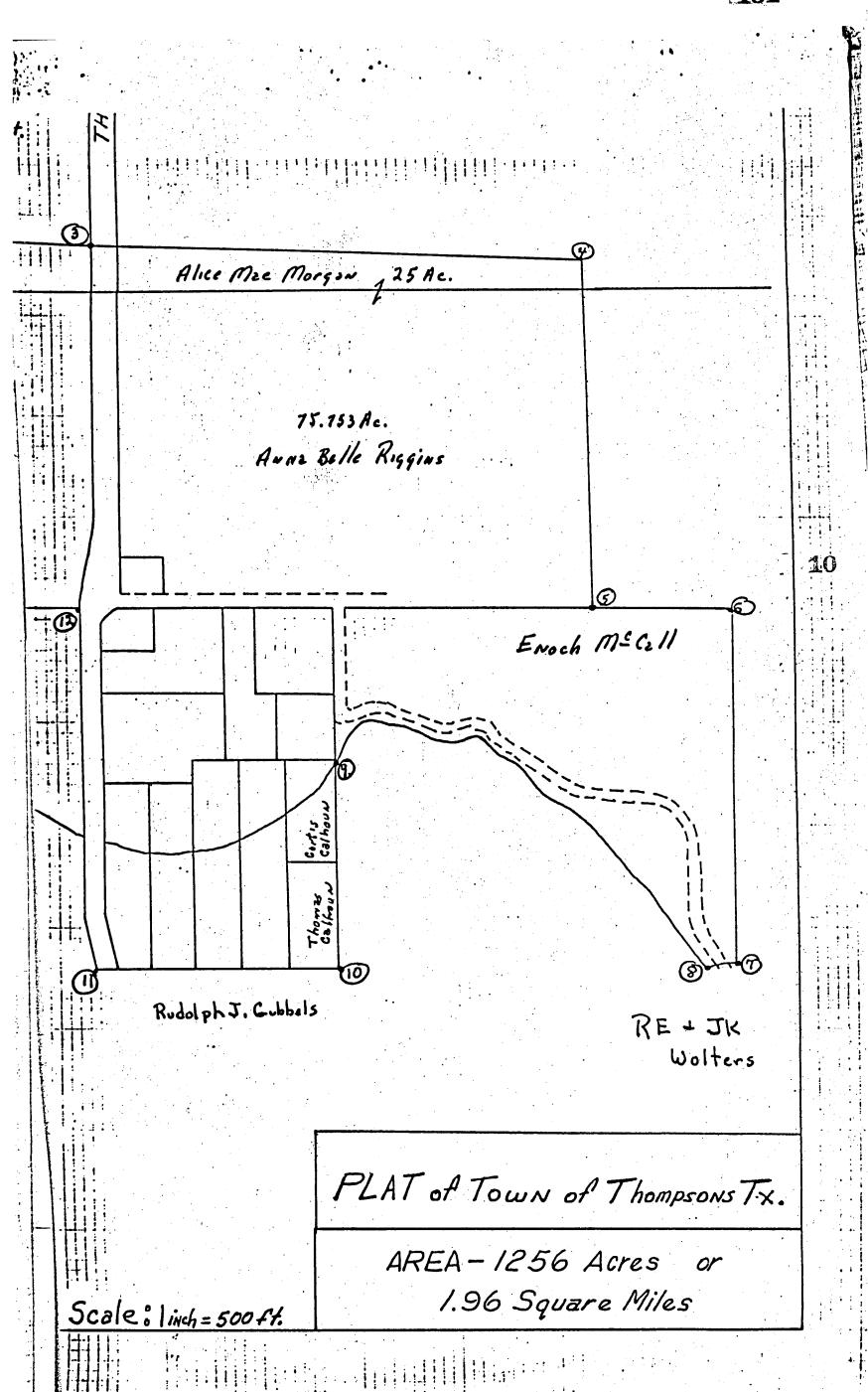
SIGNED and ENTERED this 29th day of January, 1979.

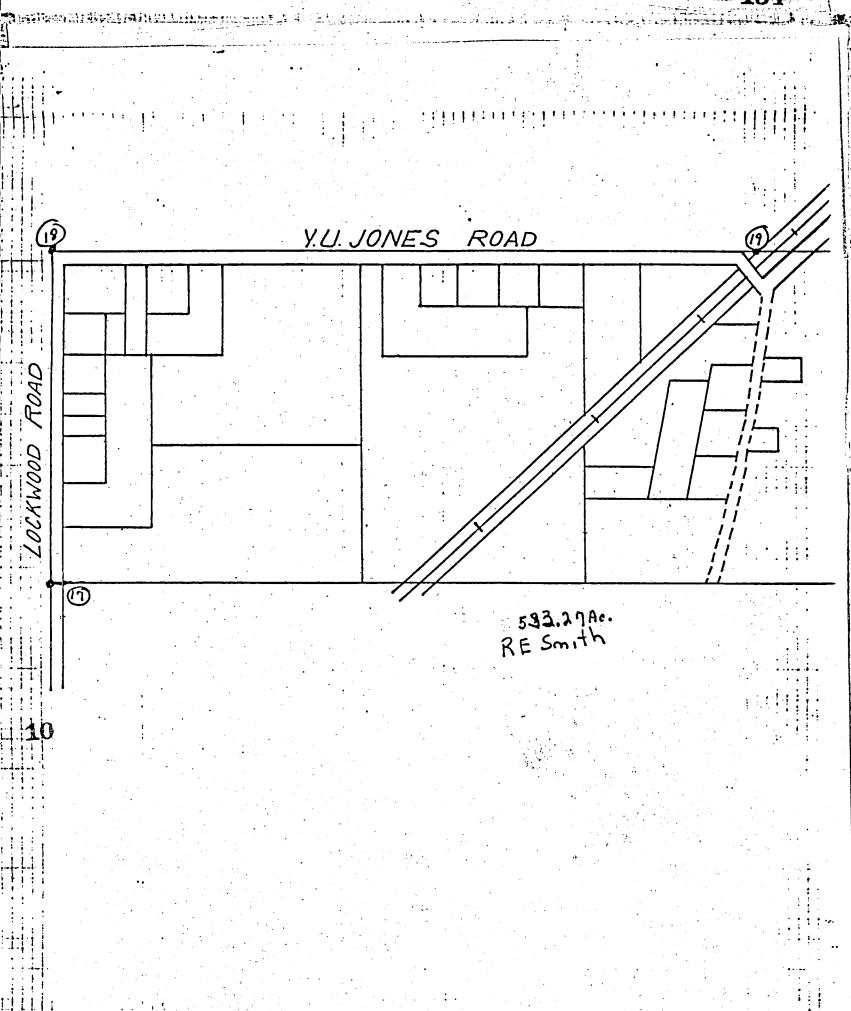
J. E. STAVINOHA,

COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

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INCORPORATION ELECTION, TOWN OF THOMPSONS, TEXAS THOMPSONS PROPOSED INCORPORATION ELECTION PRECINCT

THE STATE OF TEXAS COUNTY OF FORT BEND TO THE COUNTY JUDGE OF FORT BEND COUNTY, TEXAS:

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We, the undersigned officers holding an election on the 20th day of January, 1979, at the Thompsons General Mercantile Store in Thompsons, Fort Bend County, Texas, upon the proposition of the proposed incorporation of the Town of Thompsons, Texas, as set forth in the Election Order signed by the County Judge, calling said election do hereby certify that at said election only resident qualified voters were permitted to vote, and that there were ____ votes cast, of which number there were cast:

____*59* votes CORPORATION: NO CORPORATION: / votes WITNESS OUR HANDS, this the 20 day of January, 1979

नारह होत्र प्रांतामा वृद्देष वापार्ष प्राप्तामा कराइन स्वापन क्रिकेल के नारह के शहर के का क्रिकेल प्राप्ता क्रिकेल का क्रिकेल का

RE: PASS RESOLUTION IN COMPLIANCE WITH SECTION 203 OF THE HIGHWAY SAFETY ACT OF 1973, AUTHORIZE STATE DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION TO PLACE PASSIVE WARNING DEVICES AT PUBLIC RAILROAD GRADE CROSSINGS TO CONFORM WITH MAXIMUM STANDARDS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court passed the resolution in compliance with section 203 of the Highway Safety Act of 1973, authorize State Department of Highway and Public Transportation to place passive warning devices at public railroad grade crossings to conform with maximum standards, as follows:

COMMISSION
REAGAN HOUSTON, CHAIRMAN
DEWITT C. GREER
CHARLES E. SIMONS

Burginarius der i Maneria de la maria de la companya del companya de la companya de la companya del companya de la companya del companya de la companya de la companya de la companya de la companya del companya de la companya del companya

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION P. O. Box 1386 Houston, Texas 77001 January 16, 1979 ENGINEER-DIRECTOR B. L. DEBERRY

IN REPLY REFER TO : FILE NO.

D-185

Subject: Placement of Passive Warning Devices at
Public Railroad Grade Crossings
Hon. Jodie Stavinoha
County Judge, Fort Bend County
Fort Bend County Courthouse
Richmond, Texas 77469

10 Gentlemen:

In compliance with Section 203 of the Highway Safety Act of 1973, a Statewide Program has been developed to inventory and improve passive protection at public railroad grade crossings within the State. This program will provide for signing and marking improvements at those public crossings where a need is defined by the State acting by and through the State Department of Highways and Public Transportation. Federal funding for such improvements is to be provided by Section 203 of the 1976 Highway Safety Act with State matching funds; no City or County funds will be required.

Districtwide projects, which include your jurisdiction, are proposed to make the necessary improvements. These projects will provide for the installation or upgrading of crossbuck signs, number of track signs, advance warning signs, and pavement markings to conform with the standards specified in the <u>Texas Manual on Uniform Traffic Control Devices</u>.

Since improvement needs may be designated at crossings within your jurisdiction, your participation in this program is recommended. Such participation will require the acceptance and return of this agreement.

--0-

By your acceptance of this agreement, signing or marking improvements designated in the proposed project can be made under the above mentioned funding. Existing passive protection devices found to be nonstandard or in poor condition will be salvaged and disposed of without credit to your jurisdiction. Upon completion of the project, the newly installed or upgraded devices, excluding crossbuck and number of track signs, shall become your jurisdiction's property and maintenance responsibility.

By duly authorizing the signing and return of one copy of this letter, the BKCy/County of Fort Bend grants permission for the State or its Agent to perform the work herein described as may be necessary to provide a minimum passive warning system at those public street/road grade crossings of railroads within its jurisdiction as defined and designated by the State.

Your early consideration and approval is requested to allow a project for said improvements.

10

B. L. DeBerry
Engineer-Director
By:

Byron 2. Blaschke, Chief Engineer of Maintenance Operations

Approved by Commissioner's Court on the 29 day of January, 1975, under authority granted by Resolution passed on the 29 day of January, 1975.

Witnessed Jale E. Slavensky.

RE: ORDER ANNOUNCING DATE AND PLACE FOR AUCTION OF UNCLAIMED AND OTHER PROPERTY TO BE DISPOSED OF BY FORT BEND COUNTY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court ordered that the auction for unclaimed and other property to be disposed of by Fort Bend County will be held on February 4, 1979 at 2:00 o'clock P.M. at the County Fairgrounds in Building F. Items to be auctioned, as follows:

UNCLAIMED AND OTHER PROPERTY TO BE DISPOSED OF BY FORT BEND COUNTY

1 Craftsman Jig Saw
2 lamps, 1 yellowbottom and shade, 1 brown bottom and shade
1 Huffy Bicycle, serial # HC565378
box of assorted candles and tape
1 scale and cigarette paper and baggies
1 large 1000-20 tire and tube
1 Juilette radio serial # 123066
Tempo 8 track stereo, Solid State, serial # 009020301
1 package of screwdriver and gloves
1 Walkie Talkie
1 Craig Pioneer FM stereo 8 track
1 tape player

l shovel

1 Silver Tone CB

1 Speaker

l radio, Magnavox

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1 SBE Cortez CB

1 Canmo Flash

1 Realistic CB

1 Clarion CB

1 Realistic Tape Player .

l Realistic tape and radio

1 Fox battery charger

2 Speakers and tape deck Midland, serial # 5050611

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Mickno Test Unit 956 2 speakers, CAXLHART 1 hub cap 1 Phillips speaker 1 green suitcase with shirt and clothes 1 gray suitcase, with clothes and Cobra 85 CB 1 butcher rig, 3 knives and a knife sharpener copy machine, BRAHENY 2 newspaper racks l yellow cushion Terna 8 track stereo Video sports control portable tape recorder, General Electric 1 Capehart AM FM radio and tape recorder l automobile radio l radio 1 jacket 1 earphone l piece of cable l slide projector l air hammer 2 sledge hammers CRaftsman saw, serial # P7260 1 Sears 7 inch saw, serial # 7274 Skill saw, blue in color 1 saw gray no name or serial # 1 Sears 7½ saw, 7337 1 Craftsman Sander Fedders air conditioner 1 first aid kit l mini bike Scott radio system Hondo stripped d tire & mag wheel 2 foot lockers 1 Masterworks record player 1 Tape Deck # 1277 2 rims County 1 Westinghouse record player Reel tape, serial # 3083 2 speaker, wood l Fed Enlarger l tackle box electric heater record player, 1410-18116 3 life vest l meat cleaver, pick, sledge l enlarger l tape cassette clock 🕳 tire & rim Amplifier blue sewing machine

UNCLAIMED PROPERTY TO BE DISPOSED OF BY THE FORT BEND COUNTY SHERIFF'S DEPARTMENT:

- 1 Tappan Model #13-3621 Stove top 1 Caloric Stove top l General Electric dishwasher 6 Shower Doors 8 Assorted mirrors 6 Sliding patio doors and hardware 4 Screens for patio doors 2 Alum. window
- 1 Marble top sink
- 2 bath sinks

1 black tape deck

- 1 12x4 cement trowel
- 4 Stained windows

PRECINCT #1

- 1 Concrete Vibrator Ser. # 577967
- 1 Littleford Broom Ser. # 57702EE1239
- 1 1968 Dodge Dump (6yd.) Ser. #168183 342
- 1 1958 Inter. Cab & Chassis Ser. # A162SA32168
- 1 1960 F100 Half Ton Ser. # F10J0D10123
- 1 1959 F100 Half Ton Ser. # F10Ad746 431
- 1 Spreader Box
- 1 V8 Dodge Engine
- 1 Massey Ferguson Sickle Mower sharpner
- 1 Tire and Wheel

Prec. # 3

- 1 1966 Chev. Half ton
- 1 1966 Ford LWB

Prec. #4

- 1 -1964 Ford Ser. # F10BDA90518
- 1 1967 Ford Ser. # FLOAKB45841
- 1 + 1969 Ford F100 P.U. Ser. # F10AKE30327
- 1 Moline Jet Star 206 L4 Ser. # 16305296

Drainage District

- 1 1963 G.M.C. Ser. # 1001 PG 8333 A
- 1 1973 International Ser. # 3H1COCHB68725
- 1 1964 G.M.C. Ser. # 1001 PF 29999 A
- 1 1963 G.M.C. Ser. 1001 PG 7316 A
- 2 Dump Beds (5yd.)

Approx. 30 sq. composition shingles

- 1 1952 Moline Tractor
- 1 Kodak Verifax Viscounty Copier Model 3
- 1 -100 gal. Butane Tank
- 3 50 gal. Butane Tank
- 1 Yiewlex Projector
- 1 Spencer Len Co. Delineascope Model IT Ser. # 28219

RE: ADVERTISE FOR BIDS FOR REROOFING AND REFLASHING OF ROOF OF THE NEEDVILLE BRANCH LIBRARY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia and duly passed, the court authorized to advertise for bids for the re-roofing and reflashing of roof of the Needville Branch Library.

RE: SALARY OF DEPUTY CONSTABLE OF PRECINCT #4 TO BE RETROATIVE TO JANUARY 1, 1979;

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the salary of Deputy Constable in Precinct #4 be made retroactive to January 1, 1979, upon the opinion of the District Attorneys' office; which was discussed at a previous meeting.

ORE: TAX ASSESSOR/COLLECTOR TO DISCUSS AMENDING THE BUDGET FOR 1979 TO PROVIDE FOR COMPLETION OF WORK IN THE TAX OFFICE:

The Tax Assessor/Collector advised the court that she would not be able to appear before the court at this time due to fact that she was not able to prepare the exact amount that she will need for amending the budget and did not discuss this matter at this meeting.

RE: FRANK ILDEBRANDO WITH UNDERWOOD, NEUHAUS AND COMPANY - REPORT ON TRIP TO MOODY'S IN NEW YORK CITY:

The Court heard a report from Frank Ildebrando with Underwood, Neuhaus & Co. on the trip to Moody's in New York City, concerning Bond sales for Fort Bend County Jail. The report was very favorable as to rating for the bond sale. Rating report will be presented at a later date.

Bond sale to be held on February 26, 1979.

There being no further business, the court adjourned at 2:35 o'clock P.M.

COUNTY JUDGE

ATTEST:

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COUNTY CLERK

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COUNTY TREASURER'S BOND REPORT

JANUARY 1979

FT. BEND COUNTY UNLIMITED TAX ROAD BONDS SER. 1962-66 SINKING FD. Outstanding 1-1-1979 - - - NONE ISSUE COMPLETELY PAID OFF COUPONS CANCELLED AND DESTROYED

Brain and the company of the first of the contract of

FORT BEND COUNTY TIME WARRANTS, SER 1969 SINKING FUND Outstanding 1-1-1979 - - - \$300.00
10 Coupons no. 18 Off Bds. 79 thru 88
at \$30.00 \$300.00

FT BEND COUNTY ROAD DISTRICT NO. 4 SER 1940 BOND

Outstanding 1-1-1979 - - - \$50.00 2 Int. Coupons No. 77 Off Bds. 166 & 167 at \$25.00 \$ 50.00

FORT BEND COUNTY ROAD DIST NO. 8 SER. 1927 BOND
Outstanding 1-1-1979 - - - \$110,00
4 Int. Coupons No. 59 off Bds. 210-212-214-216at \$27.50
\$ 110.00

		. ,		
COUNTY	TREASI	IRER'S	BOND	STATEMENT

JANUARY 1979

NO CANCELLED BONDS NOR COUPONS RECEIVED

DURING THE MONTH OF JANUARY 1979

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 2nd day of February, A. D. 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

The state of the s

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: DISCUSS COUNTY TAX ASSESSOR/COLLECTOR OFFICE PROCEDURE:

Tax Assessor/Collector Betty Hanzelka and Mr. Ken Palmer with The System Works gave their presentation of their problem causing the delay in preparation of the Tax statements for 1978.

Commissioners raised several questions about the procedure and computer system. During the summary of the discussion, both the Tax Assessor and Ken Palmer stated that they felt that the majority of the problem was caused by the lack of communication between themselves during computerization procedure. Both also, pointed out that the volume of work involved was 40% more than had been anticipated and that neither could have been aware of this increase until programming actual began. A delay in the shipment of various forms was also cited as the cause of the problem.

Commissioner Jebbia questioned Mr. Palmer, as to whether his employees had received full coorporation from the Tax Assessor/Collectors office. Mr. Palmer said he had not questioned his employees regarding this matter, but would do so and furnish the court this information by letter. Specific questions asked can be obtained from the tape recoding of the proceedings.

There being no further business the court adjourned at 10:45 o'clock A.M.

COUNTY JUDGE

LEST STEEL LESTEN PRINCIPLE DE L'ANNE DE LE LESTE

ATTEST:

COUNTY CLERK

IN RE: CHILD SUPPORT OFFICE

P. Hardy, Jr., Ju

130th District Court

FORT BEND COUNTY,

TEXAS

IN THE DISTRICT COURT

OF

FORT BEND COUNTY, TEXAS

ORDER FOR APPOINTMENT OF ADMINISTRATOR OF CHILD SUPPORT OFFICE OF FORT BEND COUNTY, TEXAS

The District Judges of Fort Bend County, Texas by Order dated May 24, 1978, created a Child Support Office for Fort Bend County, Texas, as provided in 1977 Amendment to Article 5142c-1 of Revised Civil Statutes of Texas. This office should be in operation at Richmond, Texas on or about January 1, 1979. The Commissioners Court of Fort Bend County has approved the recommended budget for the amount of \$36,236.08 for the year 1979.

The District Judges of Fort Bend County, Texas have determined that the \$20,000.00 budgeted by Fort Bend County for this Tri-County Office in Bay City for year 1978 will have a surplus of funds left over; and also there will be an additional estimated \$3,000.00 in funds collected for the \$12.00 annual service fee from support orders of Fort Bend County that has not been budgeted for year 1978.

The District Judges have after due consideration determined that the person appointed as Administrator of Child Support Office should have training by working in the Matagorda, Wharton, Fort Bend Support Office for a period of at least a month during the months of November and December 1978. We direct the County Auditor of Fort Bend County to pay the salary and travel expenses during the remainder of year 1978 of the new Administrator of Fort Bend County out of the funds now in budget for present Child Support Office or from annual service fee funds.

а	nnual service ree runds.
10	We, the undersigned District Judges of Fort Bend County, do hereby appoint,
	Elizabeth LaVois, as Administrator of Fort Bend County Child Support Office,
:	and this person shall become an employee of Fort Bend County when employment starts in Bay
C	City Child Support Office. This appointment as Administrator is until further order of Dis-
t	rict Judges of Fort Eend County. The salary of the Administrator shall be \$ 1,000.00
	per month and reimbursement for travel expenses of \$0.16c per mile while on business for the
	office. The County Auditor is directed to see that the Administrator has been properly bond-
	ed and pay the premium from County Funds.
	The District Clerk is Ordered to record this Order in the Minutes of the 328th District
	Court and furnish a certified copy to the Commissioners Court of Fort Bend County.
,	SIGNED AND ENTERED by District Judges of Fort Bend County, Texas, this the 26th day of October, 1978.
	Sidney J. Brown, Judge, 328th District Court C. A. Dickerson, Judge, 240th District Court
	Meilleldeneel

Neil Caldwell, Judge

23rd District Court

FEB 7 - 1979

8:50

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 5th day of February, A. D. 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissoner Ed. H. Helwig, and duly passed, the court approved the minutes of Special Session of January 29, 1979, as corrected.

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the minutes of Special Session of February 2, 1979 as corrected, with the following added:

(Specific questions asked can be obtained from the tape recording of the proceedings.

RE: ACCEPT BID OF HI-WAY EQUIPMENT COMPANY FOR A GRADALL (G-660) FOR PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the low bid of Hi-Way Equipment Company for a Gradall_ (G-660) for Precinct #3 in the amount of \$113,075.00 with trade-in of \$25,500.00,,being a net bid of \$87,575.00.

RE: DISCUSSION OF RENTAL OF VAL-TEC VOTING MACHINES FOR USE IN MUNICIPAL, SCHOOL BOARD AND OTHER LOCAL ELECTIONS:

के प्रदेश प्रतिकारण के प्रदेश की नकता करा करा कर कर के अपने के स्वाप्त कर कर के दिन के प्रदेश के किया है। जा प

The court discussed the rental of Val-Tec voting machines for use in Municipal, School Board and other local elections. County to set up policy for the use of the tabulators. The Court agreed that the expenses incurred in the use of the tabulators to be charged to the parties involved in using the tabulators, and not to be paid by the County. Information to be gathered and to be presented to the court at another court meeting.

RE: HAROLD GUMM, COUNTY SANITARIAN - DISCUSSION OF SEPTIC TANK ORDINANCE:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court ordered that a public hearing concerning the Septic Tank Ordinance be held on March 7, 1979 at 7:00 o'clock P.M. in the District Court Room in the Fort Bend County Courthouse.

The court discussed the Septic Tank Ordinance with Harold Gumm, County Sanitarian. The Court did not approve the ordinance at this meeting.

RE: AUTHROIZE TO ADVERTISE FOR BIDS ON A FRONT END LOADER FOR PRECINCT #2:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to advertise for bids on a Front End Loader for Precinct #2.

RE: MR. M. O. FULTON CONCERNING TAX DEPARTMENT:

Mr. M. O. Fulton of Sugar Land, Texas appeared before the Commissioners' Court to discuss his concern about his taxes increasing 84.35 percent as a result of the recently completed countrywide revaluation. He complained that he had not recieved a notice before his statement was received. The Court asked that the Tax Assessor/Collector appear in the court room to discuss this with the court. Mrs. Hanzelka advised the court that she had not visited with Mr. Fulton personally and that she would like to discuss this matter with him in her office. No further action was taken.

RE: APPROVE FACTS BOOK BY UNDERWOOD, NEUHAUS & COMPANY - BOND SALE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized that the document regarding the sale of Fort Bend County Bonds be approved, subject to the changes as noted.

Hudson and Texas Instruments to be added to the industries in Fort Bend County, Texas and changes in terms of office of some of the Officials.

RE: ADVERTISE FOR BIDS FOR THE PURCHASE OF NEW EQUIPMENT FOR THE AMBULANCE SERVICE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court authorized to advertise for bids for one new ambulance for the Fort Bend County Ambulance service. Proposals to include with our without the Modular and transfer of the boxes. (1 cab transferring the old modular and also for 1 complete new ambulance with modular.)

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Robert Grayless, Ambulance Director asked whether he is to continue to service the residents in Fort Bend County lying within the city of Houston (or Harris County).

The Ambulance director was asked to coordinate with the police department in Houston, what the responsibility, for the service of the Fort Bend County Ambulance service, is in this area.

The Ambulance director was asked to get a mutual understanding, in writing, with the City of HOuston and Police Department, if they can set send a unit within 30 minutes, if not, then Fort Bend County would respond to the call.

The Ambulance Director was asked to get a letter of clerification form the City of Houston on this matter.

Ambulance Director Robert Grayless asked the court about sending his men to Paramedic School at Hermann Hospital. He asked about the appropriation of money for this type of education, which is not in his budget. Was asked to summarize the amount of money involved and report back to the court at next court meeting.

RE: CHRISTOPHER DISTEFANO, ARCHITECT PRESENTATION OF PRELIMINARY PLANS ON NEW FORT BEND COUNTY JAIL:

The Court did not hear from Christopher DiStefano, Architect presentation of preliminary plans for the Fort Bend County Jail. All his information on the plans were not complete at this time and will be presented at another court meeting.

D RE: ALLOCATE REVENUE SHARING FUNDS TO THE EARLY CHILDHOOD DEVELOPMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court allocated \$10,000.00 out of EP 10 Plan Use to the Early Childhood Development. The Court asked that they submit a letter to the court requesting same.

RE: ORDER TO CONTINUE EMPLOYMENT OF CETA OFFICE WORKER IN THE JUSTICE OF PEACE PRECINCT #2 OFFICE: AND TO AMEND BUDGET:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to amend the budget of Justice of Peace #2 in the amount of \$6,351.04 for 9½ months, completion of 1979, to retain Irene Cadena CETA employee in the Justice of Peace office, whose contract expires on 3/15/79. Justice of Peace 0. W. Kunkel, Jr. appeared before the court and requested same. Budget to be amended out of the General Fund effective 3/16/79. This creates an unforseen Emergency.

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12 RE: ENDORSEMENT OF RESOLUTION TO PROCLAIM THE WEEK OF FEBRUARY 25 THROUGH MARCH 4
AS FORT BEND COUNTY LAW ENFORCEMENT WEEK:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized the endorsement of Resolution to proclaim the week of February 25 through March 4 as Fort Bend County Law Enforcement Week, as follows:

A RESOLUTION

- WHEREAS there is a recognized need in Fort Bend County for increased educational opportunities for municipal and county law enforcement personnel; and,
- WHEREAS the rapid growth within Fort Bend County will necessitate a larger law enforcement force to serve and protect the increased residential and commercial communities within the County; and,
- WHEREAS this larger law enforcement force will increase the need for, and the demands upon, educational facilities in Fort Bend County; and,
- WHEREAS a growing sophistication of criminals has added dramatically to the danger of all Fort Bend County citizens and businesses and has complicated the law enforcement officer's job to the point where he must constantly increase his knowledge to adequately uphold the law,
 - BE IT RESOLVED that the week of February 25 through March 4 be proclaimed Fort Bend County Law Enforcement Week; and,
 - BE IT RESOLVED that during this week community organizations be encouraged to participate in fund raising activities that will benefit the building fund of a Fort Bend County Law Enforcement Academy.

COUNTY OF FORT BEND

Feb. 5 1979 DATE COUNTY JUDGE

COUNTY JUDGE

Dutha

Wi Zie Schmickt

Commissioners

RE: DISALLOWED COST AND 1978 YOUTH CONSERVATION SUMMER WORK PROJECT

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court seeing an unforseen emergency to amend the unclassified General Fund to allow \$375.19 to close out Conservation Summer Work Program to reimburse the Texas Department of Community Affairs for cost disallowed in the 1978 work program for food cost and damages sustained to vehicle.

RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR ROAD MATERIALS:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia and duly passed, the court authorized to advertise for bids for road materials in various points in Fort Bend County.

S RE: EXXON COMPANY - PIPELINE ACROSS OILFIELD ROAD:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, approved the and duly passed, the court/application for and permit granting pipeline crossing on Oilfield Road to Exxon Company, as follows:

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW Exxon Corporation, a New Jersey corporation, acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay 1 pipeline(\$) under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend, County.

Petitioner agrees to bury pipeline(\$) below grade and keep said pipeline(\$) in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, within thirty (30) days, make changes in said pipeline(\$) and relocate same when ordered to do so by the County or its' Engineer when it is necessary for the widening or construction of public roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its' Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipeline(%).

हरा इंड बेट हर का निर्मा यह यो काथ ते होता है। कि को ले कि वे का उस का इस का निर्मा है कि का है कि कि कि कि कि

The undersigned agent of said Company has full authority to bind said Company hereto.

EXECUTED IN QUADRUPLICATE ORIGINALS this 26 day of JANUARY

19 79

Form Approve

ву. 735

By BE Chamber

Agent and Attorney in Fact

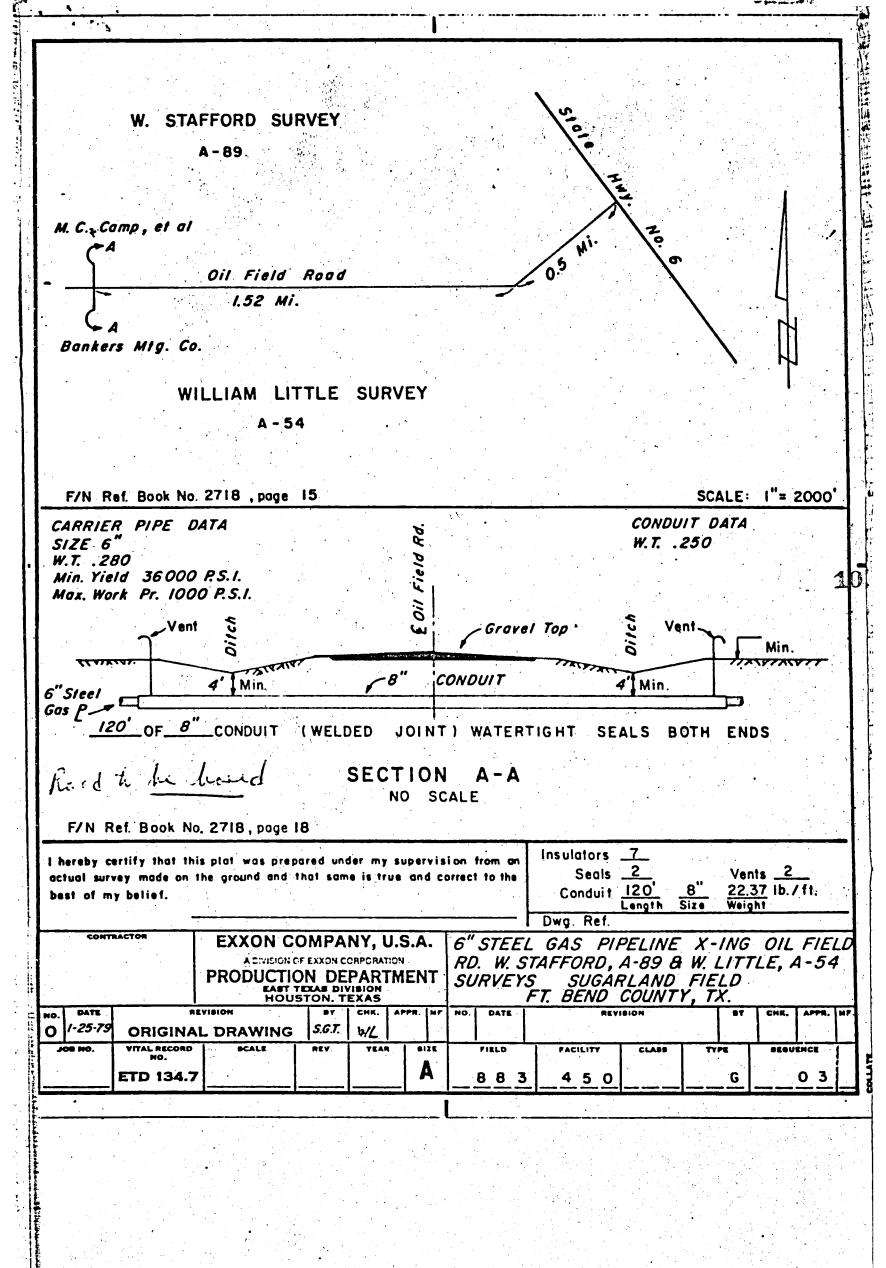
EXXON CORPORATION

PERMIT

IN THE COMMISSIONERS' COURT - - - FORT BEND COUNTY, TEXAS

COMMISSIONERS' COURT
FORT BEND COUNTY, TEXAS

County Judge



THE RESERVE THE PROPERTY OF TH

RE: APPLICATION FOR AND PERMIT TO GENERAL TELEPHONE COMPANY ON SENIOR ROAD FROM HIGHWAY 6 TO OYSTER CREEK AND BURIED CABLE ON SYCAMORE ST.:

The Court took no action on the Application and Permit to General Telephone Company on Senior Road from Highway 6 to Oyster Creek and Buried cable on Sycamore St.

RE: ACCEPT PROPOSALS FROM QUALIFIED FIRMS FOR THE ANNUAL AUDIT OF COUNTY OPERATIONS:

The Court heard proposals from the following firms for the Annual Audit of County Operations.

- 1. Elmer Fox, Westheimer & Company, offered services for a fee of \$19,000.00 to \$23,000.00.
- 2. Deloitte, Haskins & Sells, offered services for a fee of \$25,000.00 oral presentation
- Charles G. Shook, a Rosenberg CPA, made a/ to do the job in conjunction with a major national firm. His fee would be competitive with the other firms.

This will be studied by the court and to be voted on at the next court meeting.

There being no further business, the court adjourned at 11:45 o'clock A.M.

COUNTY JUDGE

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COUNTY CLERK

ATTEST:

CORRECTED

人名日本人名 化对 医胸外生毛病毒剂 使放射性神经性病学

Add FORT BEND COUNTY TREASURER'S BOND REPORT

JANUARY 1979

FT BEND CO UNLIMITED TAX RD BONDS SER '62-66 SINK. FD.

Outstanding 1-1-1979 - - - None
REmitted for 7 Bonds #42 thru #48 @5,000.00 \$35,000/90
Remitted for 7 Coupons #33 Off Bds. 42 thru
48 at 81.25

568.75

FT BEND CO TIME WARRANTS, SER 1969 SINK. FD

O'tstanding 1-1-1979 - - -300.00

10 Coupons No. 18 Off Bds 79 thru 88

at \$30.00

\$ 300.00

FT BEND CO ROAD DIST No. 4 SER 1940 BOND

Outstanding 1-1-1979 - - - \$50.00

2 Int. Coupons #77 OFF BDS 166 & 167

at \$25.00 \$ 50.00

FT BEND CO ROAD DIST NO. 8 SER 1927 BOND

Outstanding 1-1-1979 - - - \$110.00

4 Int. Coupons No. 59 OFF BDS 210-212-214-216

at \$ 27.50

\$ 110.00

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COUNTY TREASURER'S BOND STATEMENT

的证明是是通用品质的证明。

JANUARY 1979

NO CANCELLED BONDS NOR COUPONS RECEIVED

DURING THE MONTH OF JANUARY 1979

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BONDED INDEBTEDNESS

स्टिक् विकास के प्रतिक के किया जा सह के के समाधान के सिर्ध माने के स्टिक्ट के किया के किया के किस के सिर्ध के स्टिक्ट के समाधान के के किस जा सह के के समाधान के सिर्ध माने के सिर्ध के किस के किस के सिर्ध के सिर्ध के सिर्ध

NAME OF ISSUE

DATE OF ISSUE

AMOUNT

Fort bend County Time Warrants
Series 1969 Sinking 8-15-1969

\$10,000.00

REGULAR SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED, That on the 12th day of February, 1979 the Commissioners'
Court of Fort Bend County, Texas met in Regular Session with the following present;

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Special Session of February 5, 1979, as corrected.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the following changes in Depository Pledge contracts:

The First National Bank of Richmond, Texas to pledge following United States
Treasury Bills

\$300,000.00 due 7/5/1979 receipt #311855

\$300,000.00 due 7/12/1979 receipt #311891

\$400,000.00 Due 7/13/1979 receipt #309523

RE: AUTHORIZE THE FORT BEND COUNTY BAR ASSOCIATION TO PURSUE THROUGH THE PROPER CHANNEL FOR THE CREATION OF A NEW DISTRICT COURT FOR FORT BEND COUNTY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to pursue through the proper channel for the possible creation of a new District Court for Fort Bend County.

Where the control of the newly incorporation of village of simonton texas:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the order calling for election of officers of the newly Incorporation of Village of Simonton, Texas. Election to be held on April 7, 1979. Order as follows:

AN ORDER CALLING AN ELECTION OF OFFICERS OF THE VILLAGE OF SIMONTON, TEXAS

THE STATE OF TEXAS S
COUNTY OF FORT BEND S

WHEREAS, the Village of Simonton was incorporated pursuant to an election duly held in accordance with all legal requirements on January 13, 1978; and

WHEREAS, it is necessary and proper to order the initial election of officers for said Village; therefore IT IS ORDERED, ADJUDGED AND DECREED:

- 1. That an election of a Mayor, a Marshall and five (5) Aldermen of the Village of Simonton shall be held on the 7th day of April, 1979, at the following designated place within said Village, which shall be a public place for the purpose of holding said election, to-wit: Simonton Civic Club.
- 2. The Village of Simonton, Texas, shall constitute one election precinct and Mrs. Margie King is hereby appointed as the Presiding Judge at said election. Said Presiding Judge shall select such judges and clerks as are necessary to assist in holding the election.

 Absentee voting shall be conducted by Frank Mozola at H. Berkman Grocery Store, Intersection of FM 1093 and FM 1489, Simonton, for the period beginning March 20, 1979 and ending April 3, 1979, from 8:00 a.m. to 5:00 p.m. on each day that is not a Saturday, Sunday or official state holiday.
- 3. Bilingual Notice to potential candidates for said offices of said Village shall be given by posting notice at three (3) public places within the Village of Simonton, Texas, and said Notice shall be posted not less than sixty (60) days prior to the date fixed for said election, such Notice to include the date of the election, the offices to be filled and shall advise any interested person to file his application to have his or

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केर कर एक प्रकार के प्रकार के प्रकार के प्रकार के अपने के किया है है है कि प्रकार के प्रकार के प्रकार के प्रकार

her name placed on the ballot with the Clerk of this Court not later than 5:00 p.m. of March 7, 1979. The person posting said Notice shall execute an affidavit of such posting.

- 4. Bilingual Notice of said election shall be given by posting such Notice at three (3) public places within the Village of Simonton, Texas, and said Notice shall be posted not less than twenty (20) days prior to the date fixed for said election, such Notice to include the nature and date of the election, the hours during which the polls will be open, the location of the polling place and the offices to be filled. The person posting said Notice shall execute an affidavit of the date and place of such posting.
- 5. Voting at the election, including absentee voting, shall be by the use of paper ballots, and the official ballot for said election shall have written or printed thereon, in English and Spanish, the following:

OFFICIAL BALLOT

Vote for the person of your choice by placing an "X" in the square beside the Candidate's name or by writing in the person's name in the space provided.

CANDIDATES FOR MAYOR OF SIMONTON, TEXAS

(To be followed by the names of all persons who have timely filed as a candidate for Mayor; each name to be preceded by a square, to-wit:

WRITE IN (If qualified as a write in candidate under Texas Election Code, Article 606B V.A.C.S.)

CANDIDATES FOR MARSHALL OF SIMONTON, TEXAS

(To be followed by the names of all persons who have timely filed as a candidate for Marshall; each name to be preceded by a

square, to-wit:

WRITE IN (If qualified as a write in candidate under Texas Election Code, Article 606B V.A.C.S.)

Vote for the five (5) persons of your choice by in the square beside the canplacing "X" an didate's name or by writing-in the person's name in the space provided.

CANDIDATES FOR ALDERMAN OF SIMONTON, TEXAS

(To be followed by the names of all persons who have timely filed as a candidate for Alderman; each name to be preceded by a square, to-wit:

> WRITE IN (If qualified as a write in candidate under Texas Election Code, Article 606B V.A.C.S.)

WRITE IN (If qualified as a write in candidate under Texas Election Code, Article 606B V.A.C.S.)

WRITE IN (If qualified as a write in candidate under Texas Election Code, Article 606B V.A.C.S.)

WRITE IN (If qualified as a write in candidate under Texas Election Code, Article 606B V.A.C.S.)

WRITE IN (If qualified as a write in candidate under Texas Election Code, Article 606B V.A.C.S.)

- That only resident, qualified voters shall be entitled to vote at said election.
- 7. The officers holding the election shall make return thereof to the undersigned County Judge as provided by law.

COUNTY, TEXAS

THE STATE OF TEXAS S

COUNTY OF FORT BEND S

personally appeared <u>M.J. J. Mucell</u>, to me well known, and who, being first duly sworn, on his oath deposes and says:

That my name is <u>J.J. Muntt.</u> I am a Deputy Sheriff of Fort Bend County, Texas, over the age of twenty-one (21) years, have not been convicted of a crime, and am competent to testify in legal proceedings, and I have personal knowledge of the truth of the matters stated in this Affidavit.

received the attached Writ and Order of Publication on the g day of Linuary, 1979, together with a true copy of a Notice to Potential Candidates for Office in the Village of Simonton Election on the 7th day of April, 1979, which Notice is attached hereto, said Notice was posted at the following places, one of which was at the County Courthouse of Fort Bend County, Texas, and three (3) copies of which were posted at the public places hereinafter referred to, all of which were within the area defined as proposed Village of Simonton, described in said Order, posting at the Courthouse in Fort Bend County, Texas, being for not less than sixty (60) days, exclusive of the of posting, prior to April 7, 1979, and the postings in said Simonton areas set forth in said Order being for the not less than twenty (20) days, exclusive of the day of posting, before the 7th day of April, 1979, the date on which the election was to be held. The three (3) public places at which the Notice and Order calling an election above referred to, were posted, were:

- 1. Simonton Civic Club Library 5, 1979 at 1:45 p.m.
- 2. Simonton Post Office on FM 1093 Journey 3, 1971 2.10 P.M.
- 3. H. Berkman Grocery Store, Intersection FM 1093 & FM 1489

A Proof of Posting (Return) of said Notice was made to the County Judge of Fort Bend County, Texas, within ten (10) days of receipt of the above described Writ and Order of publication, together with said Notice by me, reflecting the date, time and place of posting, upon a copy of the Writ of Publication by Posting, issued by the County Judge of Fort Bend County, Texas, the authority calling the election.

SUBSCRIBED AND SWORN to before me by the said

Willen L. Dewaston this the 62 day of Christy

day or <u>yanara</u>

1979.

Notary Public in and for Fort Bend County, Texas

My Commission Expires:

1-17-81

AFFIDAVIT

THE STATE OF TEXAS S

personally appeared W. L. Laucett, on this day and who, being first duly sworn, on his oath deposes and says:

That my name is <u>No Soucett</u>. I am a Deputy Sheriff of Fort Bend County, Texas, over the age of twenty-one (21) years, have not been convicted of a crime, and am competent to testify in legal proceedings, and I have personal knowledge of the truth of the matters stated in this Affidavit.

received the attached Writ and Order Publication on the 5 day of Aubuary, 1979, together with a true copy of a Notice and Order calling an election on the 7th day of April, 1979, which Notice and Order are attached hereto, said Notice and Order were posted at the following places, one of which was at the County Courthouse of Fort Bend County, Texas, and three (3) copies of which posted at the public places hereinafter referred to, of which were within the Village of Simonton, the posting at the Courthouse in Fort Bend County, Texas, being not less than twenty (20) days, exclusive of the day of posting, prior to January 13, 1979, and the postings in the said Simonton areas set forth in said Order being for not less than twenty (20) days, exclusive of the day of posting, before the 13th day of January, 1979, the date on which the election was to be held. The three (3) public places at which the Notice and Order calling an election above referred to, were posted, were:

2. Simonton Post Office on FM 1093 Libruary 5, 1979 at 2:10 P.m.

وَ وَهُو اللَّهِ مِنْ إِذَا وَهُو اللَّهُ مِنْ مُنْ اللَّهِ مِنْ مِنْ اللَّهِ عَلَى اللَّهِ عَلَيْهُ اللَّهُ و

3. H. Berkman Gorcery Store, Intersection FM 1093 & FM 1489

A Proof of Setting (Return) of said Notice and Order was made to the County Judge of Fort Bend County, Texas, within ten (10) days of receipt of the above described Writ and Order of publication, together with said Notice and Order of election by me, reflecting the date, time and place of posting, upon a copy of the Writ of Publication by Posting, issued by the County Judge of Fort Bend County, Texas, the authority calling the election.

SWORN to before me by the said

SUBSCRIBED AND SWORN to before me by the said

Wellow b. Musello on this the 63 day of Selmany

1979.

Notary Public in and for Fort Bend County, Texas

My Commission Expires:

1-17-81

THE STATE OF TEXAS

COUNTY OF FORT BEND

A true copy of the order calling an election for Mayor, Marshall and five (5) councilmen of the Village of Simonton, a copy of which Order is attached hereto duly signed and executed by the County Judge of Fort Bend County, Texas, on day of Librury. 1979, was posted at the following places at the time set opposite said places, all of which places are public places within the area defined as the Village of Simonton, such posting being for not less than twenty (20) days before the 7th day of April, 1979, the date on which the election is to be held, said twenty (20) days being exclusive of such day of posting, and such date this of posting is being of election and proof contemporaneously herewith filed with the Clerk of such Court.

PLACE

TIME

1. Simonton Civic Club

1.45 PM

2. Simonton Post Office on FM 1093

2.10 PM

3. H. Berkman Grocery Store, Intersection FM 1093 & FM 1489

1.55 pm.

Dated this _ 6 day of otherwy, 1979.

SHERIFF OF FORT BEND COUNTY, TEXAS

COUNTY, TEXAS

DEDITO

PROOF OF POSTING NOTICE

THE STATE OF TEXAS COUNTY OF FORT BEND

true copy of the Notice to Potential Candidates for office in the Village of Simonton, a copy of which Notice is attached hereto duly signed and executed by the County Court Texas, ôn County, the o Fort Bend 1979, was posted at the following places at the time set opposite said places, all of which places are public places within the area defined as the Village of Simonton, such posting being for not less than sixty (60) days before the 7th day of April, 1979, the date on which the election is to be held, said sixty (60) days being exclusive of such day of posting, and such date of election this proof of posting is being contemporaneously and herewith filed with the clerk of such Court.

PLACE

TIME

1. Simonton Civic Club

1:45 P.M.

Simonton Post Office on FM 1093

2:10 P.M

H. Berkman Gorcery Store, Intersection FM 1093 & FM 1489

1:55 P.M.

DATED this 6 day of Abruary, 1979.

SHERIFF OF FORT BEND

COUNTY, TEXAS

WRIT FOR PUBLICATION BY POSTING

THE STATE OF TEXAS \$
COUNTY OF FORT BEND \$

TO THE COUNTY SHERIFF OF FORT BEND COUNTY, TEXAS:

You are hereby ORDERED to post three (3) copies of the Notice and Order calling for an election of a Mayor, a Marshall and five (5) aldermen of the Village of Simonton, Texas, said Notice and Order to be posted in three (3) public places, which places shall be within the boundaries of the proposed Village of Simonton, Texas, namely:

- 1. Simonton Civic Club
- 2. Simonton Post Office on FM 1093
- 3. H. Berkman Grocery Store, Intersection FM 1093 & FM 1489
 And one (1) copy of said Notice and Order on a bulletin
 board in the Office of the County Clerk.

A return of posting of said Notice and Order calling for an election of a Mayor, a Marshall and five (5) Aldermen of the Village of Simonton, Texas, shall be made within ten (10) days from the date you have received this notice, showing the time and place of posting of said Notice, said return of proof of posting to be made upon copy of this Writherewith provided.

COUNTY, TEXAS

RETURN

Having received the above Writ and Order of publication by posting on the <u>f</u> day of <u>Filtrary</u>, 1979, together with a true copy of said Notice and Order, which is attached hereto, said Notice and Order were posted at the following places at the time set opposite said places, said places

being three (3) public places within the area of the proposed Village of Simonton, Texas, described in said order and the office of the County Clerk.

Posted within the limits of the proposed Village of Simonton, Texas, at:

PLACE	DATE	TIME
1. Simonton Civic Club	£0.0,1979	1:45 P.M
2. Simonton Post Office on FM 1093	Ab. 5,1979	2:10 P.m.
3. H. Berkman Grocery Sto Intersection FM 1093 &	re 26. 5-1979	1:55 P.M.

Dated this 4 day of Fibruay, 1979.

FM 1489

SHERIFF OF FORT BEND COUNTY, TEXAS

By Alleld

WRIT FOR PUBLICATION BY POSTING

THE STATE OF TEXAS \$
COUNTY OF FORT BEND \$

TO THE COUNTY SHERIFF OF FORT BEND COUNTY, TEXAS:

You are hereby ORDERED to post three (3) copies of the Notice to Potential Candidates for Office in the Village of Simonton, Texas, said Notice to be posted in three (3) public places, which places shall be within the boundaries of the proposed Village of Simonton, Texas, namely:

- 1. Simonton Civic Club
- 2. Simonton Post Office on FM 1093
- 3. H. Berkman Grocery Store, Intersection FM 1093 & FM 1489
 And one (1) copy of said Notice on a bulletin board in the
 Office of the County Clerk.

A return of posting of said Notice calling for an election on the incorporation of the proposed Village of Simonton, Texas, shall be made within ten (10) days from the date you have received this notice, showing the time and place of posting of said notice, said return of proof of posting to be made upon copy of this Writ herewith provided.

EXECUTED this 5th day of 726, 1979.

COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

RETURN

Posted within the limits of the proposed Village of Simonton, Texas, at:

PLACE

DATE

TIME

Simonton Civic Club 1.

Feb 5, 1979

Feb 5, 1979

Simonton Post Office 2.

on FM 1093

H. Berkman Grocery Store Let 5 1979 Intersection FM 1093 & FM 1489

Dated this 6 day of Thuling, 1979.

SHERIFF OF FORT BEND COUNTY, TEXAS

5 RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO FORT BEND TELEPHONE COMPANY - APPROVAL FOR 150 MILES OF CABLE IN PRECINCT 1 AND PRECINCT 2:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for and permit granting telephone cable crossing to Fort Bend Telephone Company. Approval for 150 miles of cable in Precinct 1 and Precinct 2, as follows:

> APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

FORT BEND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County of its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioner's

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and its Engineer in the construction and installation, and to notify the County Commissioner in the Precincts, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still available for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

A Bond is required to be in force during the construction period and for one year thereafter to assure that the area is returned to and remains in its previously existing condition.

The undersigned officer of said Company has full authority to bind said Company hereto.

duplicate

Executed in guadrumbia

Executed in quadrupkicate orginals this 12th day of February 1979

Major drainage ditch crossings to be coordinated with the county at or prior to crossing.

Fort Bend Telephone Company

D. K. Owe

By: D.K. Owen, Plant Engineer

Attest: Secretary

PERMIT

IN THE COMMISSIONER'S COURT ----FORT BEND COUNTY, TEXAS Teamany 1979 ON THIS the _day of__ on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

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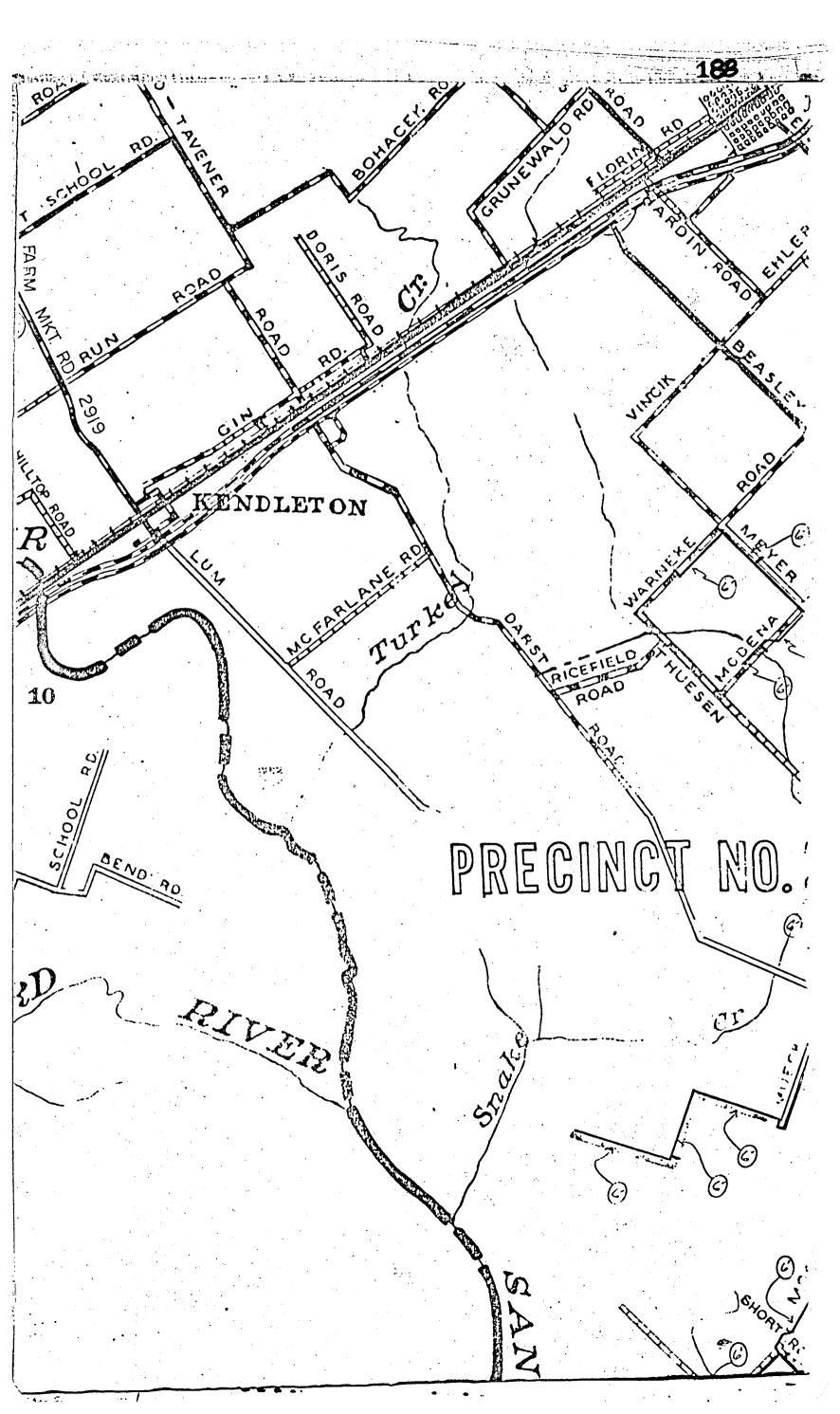
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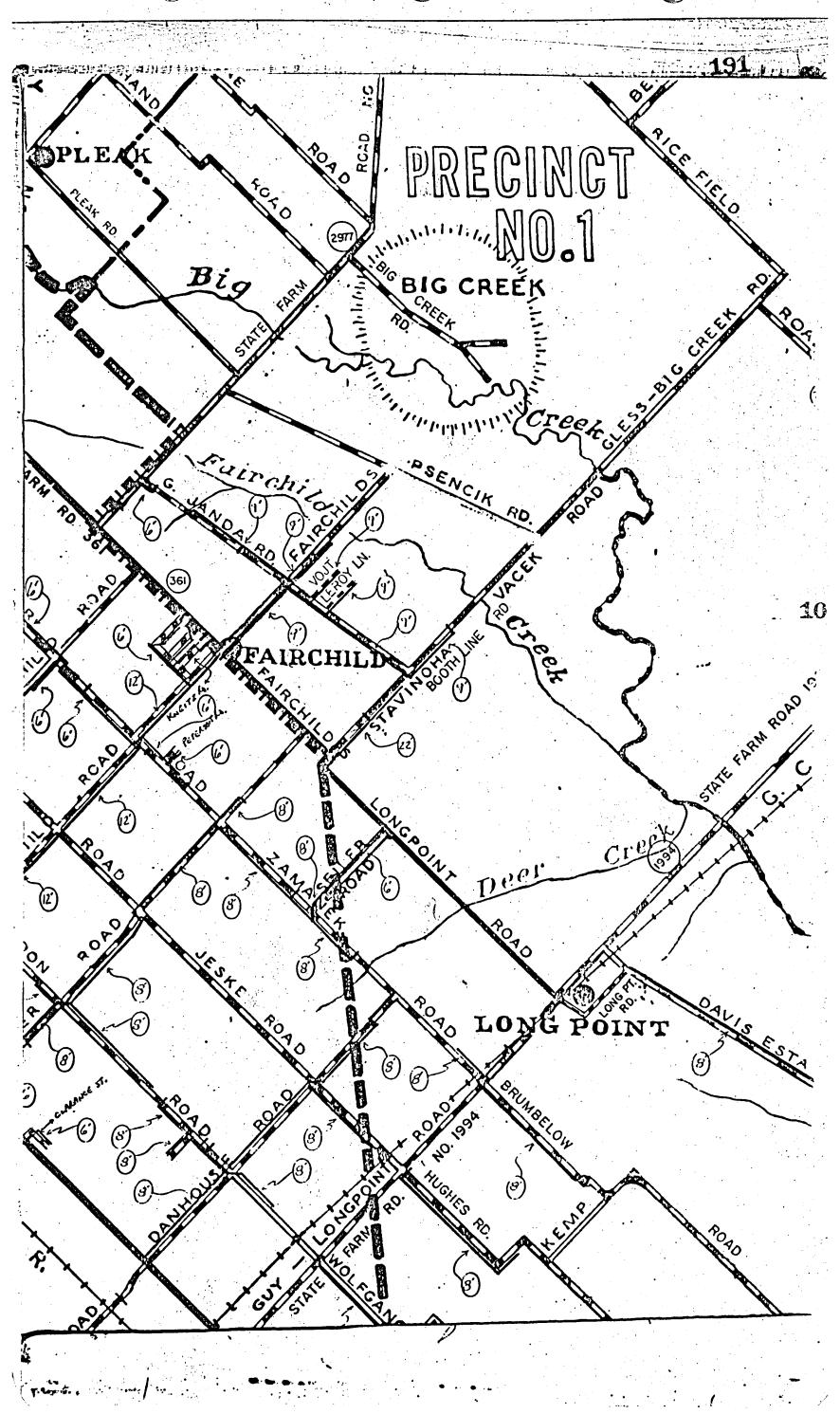
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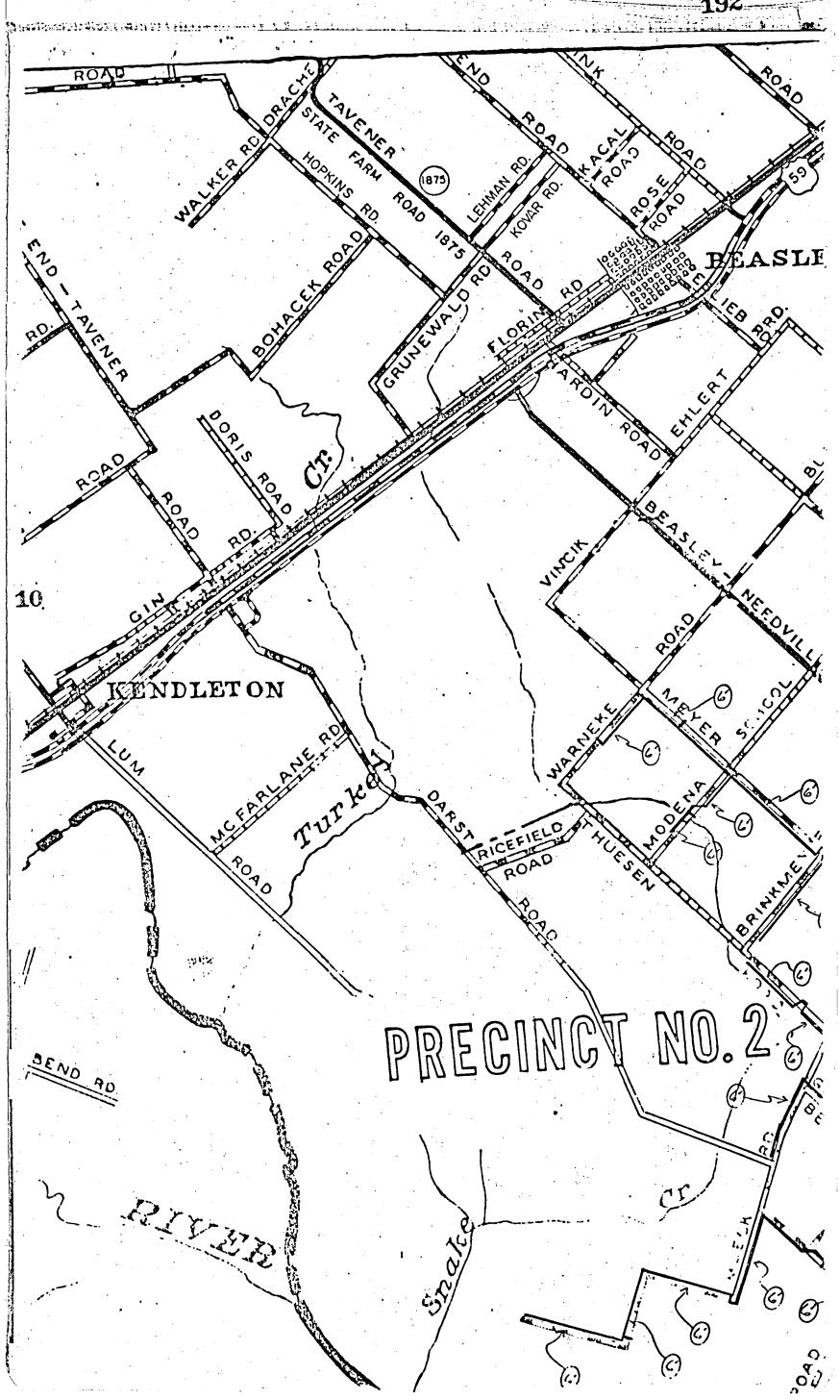
COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

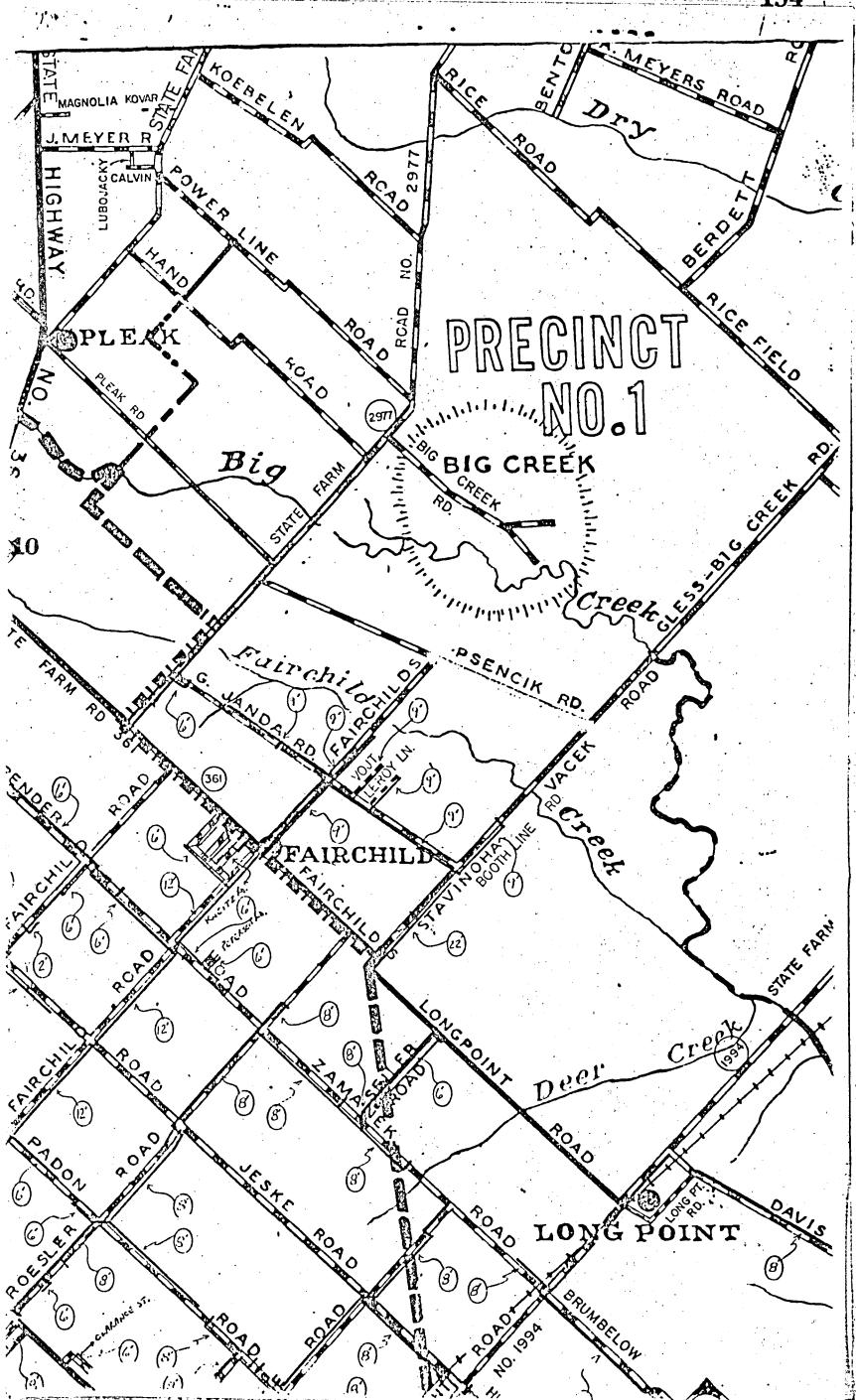
County Judge

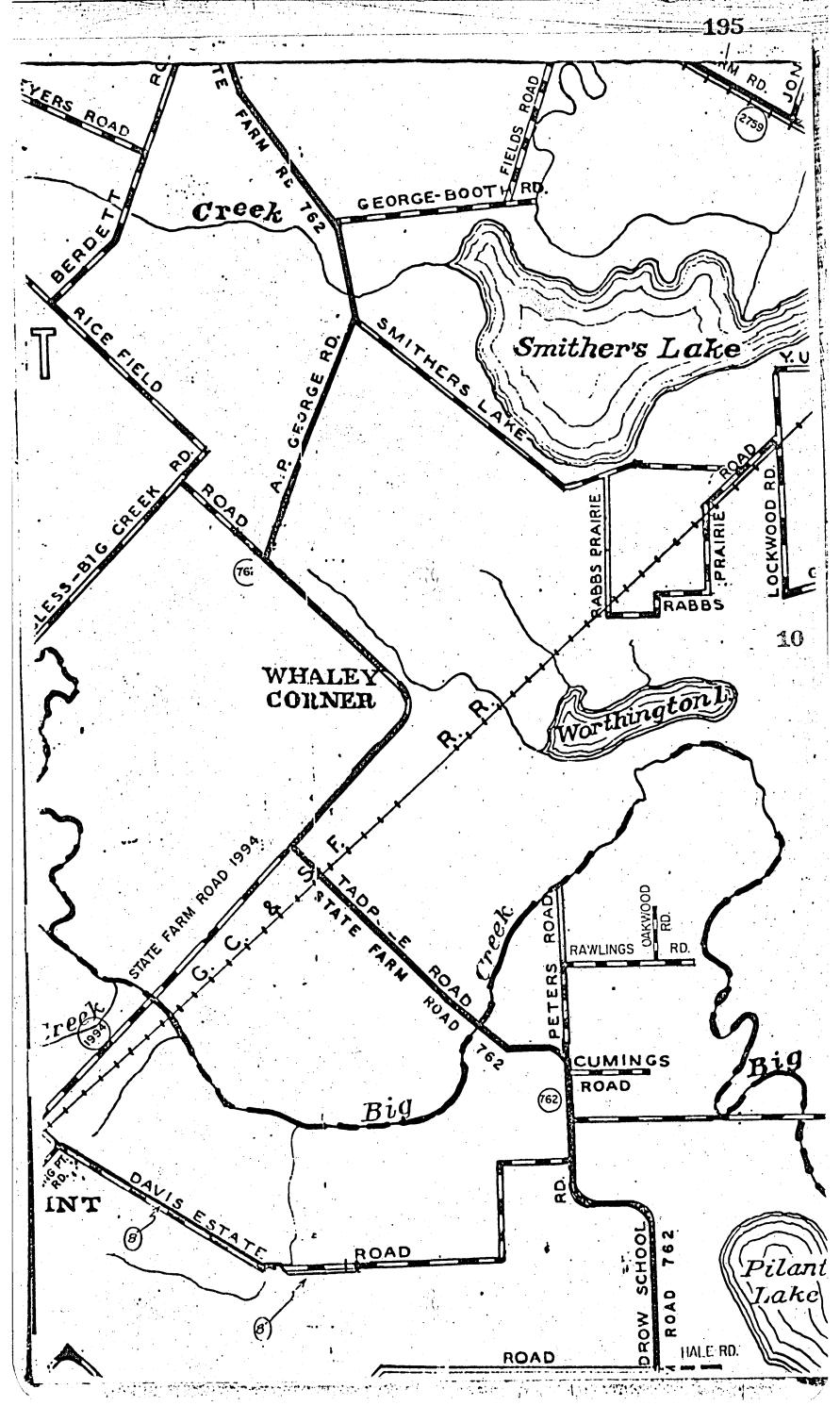
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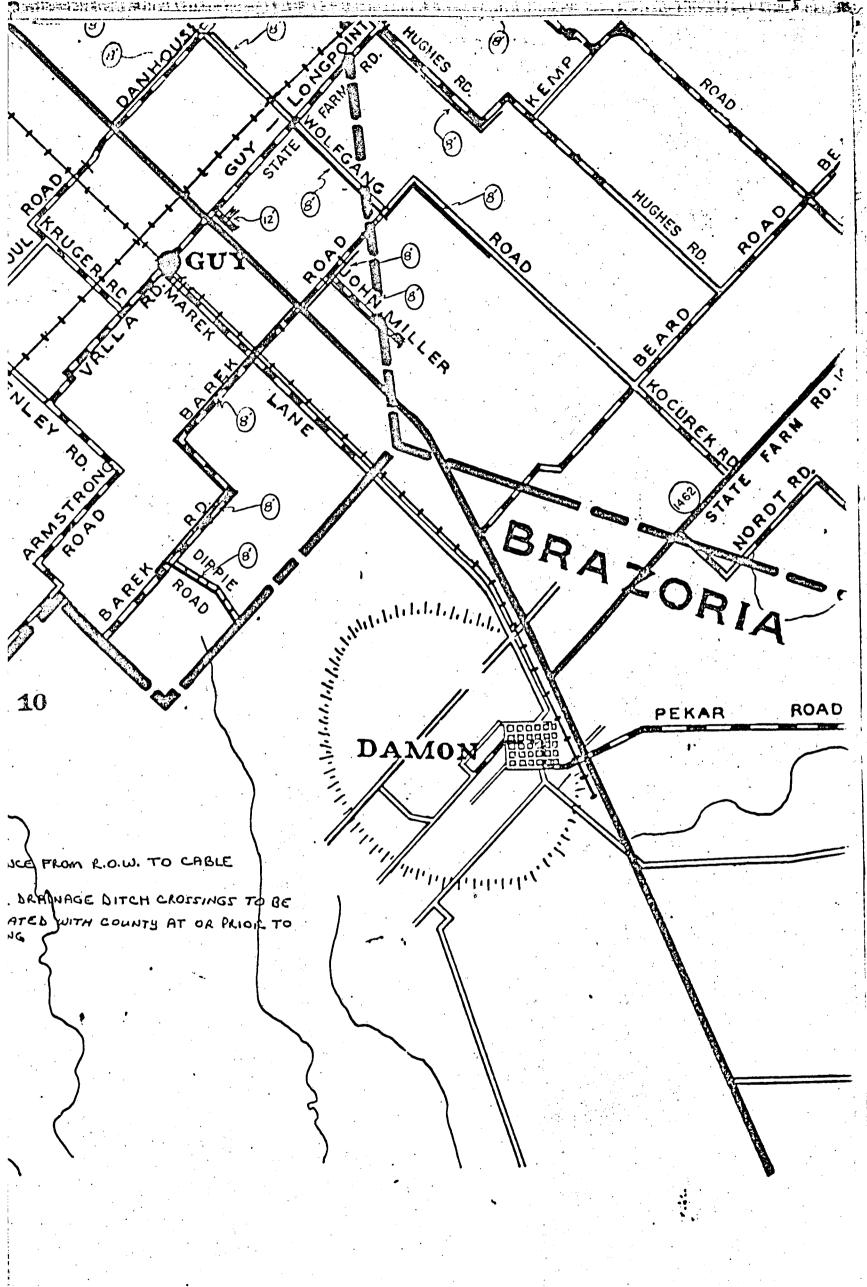




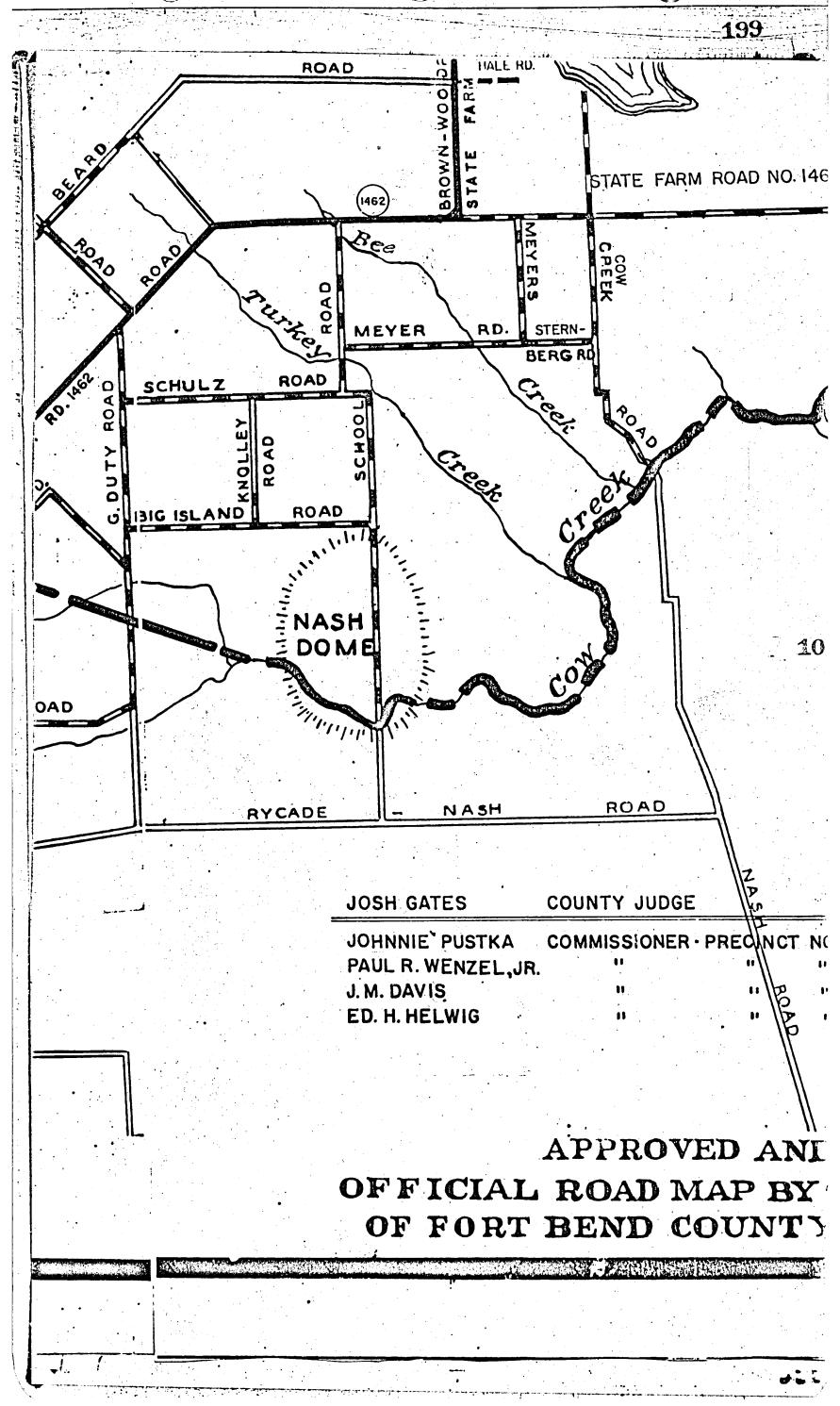








4: 5



RE: APPROVAL OF AMBULANCE DIRECTORS REQUEST TO SEND FORT BEND COUNTY AMBULANCE PERSONNEL TO PARAMEDIC SCHOOL AT HERMANN HOSPITAL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the Ambulance Directors request to send 7 ambulance personnel to Paramedic School at Hermann Hospital starting March 7, 1979, at/not to exceed \$725.00 per each employee for 12 weeks. This expense to be taken out of his operation expenses of the Ambulance Service.

RE: APPROVAL OF BOND FOR YOLANDA OLIVAREZ, ASSISTANT CHILD SUPPORT ADMINISTRATOR:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the bond of Yolanda Olivarez, Assistant Child Support Administrator.

RE: JUSTICE OF PEACE CARL BENTLEY REQUEST FOR ADDITIONAL OFFICE CLERK:

10

Justice of Peace Carl Bentley did not appear before the court at this time.

Informed the court that he did not have his information together and asked the court to postpone his request for another court meeting.

RE: APPROVAL OF PAYMENT OF DUES TO THE COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the payment of \$100.00 for dues to the County Judges and Commissioners Association of Texas.

HEALTH AND DEPT: ADVERTISE FOR BIDS FOR A TRUCK FOR THE HEALTH DEPARTMENT FOR THE SANITATION DEPT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, court and duly passed, the/authorized to advertise for bids for a truck for the Health

Health and
Department for/Sanitation Department.

PAGES

OF BILLS

A1A DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT & JARRCH 1971 EDITION • AIA® 1971 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D. C. 20006

This Certificate is not negotiable. It is payable only to the payee named herein and

issuance, payment and acceptance are without prejudice to any rights of the Owner or

ontractor under their Contract

RE: APPROVAL OF PAYMENT/TO CHRISTOPHER DI STEFANO & ASSOCIATES, INC., ARCHITECT AND AND P. G. BELL COMPANY, CONTRACTOR FOR THE FORT BEND COUNTY COURTHOUSE ANNEX BLDG

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the payment of \$186,024.60 to P. G. Bell Co. Contractor and \$2,604.34 to Christopher DiStefano & Associates, Inc., Architect, for the Fort Bend County Courthouse Annex Building. Bills as follows:

the Fort Bend County Courthouse Annex Building. \rchitect: 'n accordar cation for Payment State of: he Owner, and that the previous Certificates cation for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which The undersigned Contractor certifies that the Work covered by this Appli-Net change by Change Orders Sub-equent Change Orders in previous Change Orders approved in previous months by CHANGE ORDER SUMMARY ō (name, address) PROJECT: (Owner) Texas COTALS Approved date) the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above. TOTAL 500 Liberty Richmond, Richmond, Texas Fort Bend County current payment shown herein is now due. 0 Chris Bend ADDITIONS Box County DiStefano Texas CERTIFICATE County of: 77469 Courthouse 340.00) DEDUCTIONS S (\$1,340.00) Harris February Annex FOR 1979 **PAYMENT** My Commission expires: Notary Public: Subscribed and sworn to before me this RETAINAGE _ CURRENT PAYMENT DUE TOTAL EARNED LESS RETAINAGE ORIGINAL CONTRACT SUM The present status of the account for this Contract is as follows: CONTRACT SUM TO DATE ESS PREVIOUS CERTIFICATES FOR PAYMENT **FOTAL COMPLETED & STORED TO DATE** Continuation Sheet, AIA Document G702A, is attached Application is made for Payment, as shown below, in connection APPLICATION DATE: 1 February, 1979 APPLICATION NO: ARCHITECT; PERIOD FROM: CONTRACT FOR: CONTRACTOR: ARCHITECT'S PROJECT NO: or as noted in Column I on G702/ (Column G on G702A) Net change by-Change Orders Christopher DOCUMENT G702 Fort Bend County January, 1979 ဂ Be11 DiStefano day of February Courthouse 0 ζ'n Associates, Janua 339 **3**25 583 840 ARCH:TECT OWNER Inc. ONTRACTOR 973.00 000.00 PAGE ONE OF Five (5)

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STATEMENT:

TO:

COUNTY JUDGE AND COMMISSIONERS

Fort Bend County

Box 368

Richmond, Texas 77469

FROM:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501

Houston, Texas 77056

DATE:

February 2, 1979

RE:

FORT BEND COUNTY COURTHOUSE ANNEX

Contractor's Pay Request #5: \$186,024.60 - APPROVED

Architect's Fee: $(186,024.60 \times 77 \times 207)$

DUE ARCHITECT:

plie E. Stavenoth

10

RE: APPROVAL OF REQUEST FROM THE CITY OF ROSENBERG PARKS AND RECREATION DEPARTMENT FOR THE COUNTY TO SHARE IN THE COST OF THE FORT BEND SUMMER RECREATION PROGRAM:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the participation in the Fort Bend County Summer Recreation program. Payment of \$2000.00 to be paid equally from Road & Bridge Fund, Precinct #1, Precinct #2, Precinct #3 and Precinct #4. Each Precinct paying \$500.00.

RE: ADVERTISE FOR BIDS FOR 1 OR MORE CREW CAB PICKUP TRUCKS FOR PRECINCT #4:

On MOtion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to advertise for bids for 1 or more Crew Cab Pickup Trucks for Precinct #4.

RE: APPROVE SUBDIVISION PLAT FOR RIDGEGATE SECTION #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the subdivision plat of Ridgegate Section #3, being 58.8392 acres of land out of J. Pointevent Survey #3, abstract #805 and John Lafayette Survey Abstract 280 in Fort Bend County. Texas.

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT AND PERMIT TO SOUTHWESTERN BELL TELEPHONE COMPANY FOR BURIED CABLE ACROSS SOLEDAD DRIVE FACING WEST: ACROSS SONETO DRIVE FACING NORTHWEST: ACROSS CAMINO DEL SOL DRIVE FACING EAST: ALONG NAVIDAD DRIVE FACING NORTH: ACROSS ALAMETOS DRIVE FACING WEST: ACROSS PASO DEL SOL DRIVE FACING NORTH: ALL IN EAST FORT BEND COUNTY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissionr Johnnie Pustka, and duly passed, the court approved the notice of proposed installation of buried cable and/or conduit and permit to Southwestern Bell Telephone Company for buried cable across Soledad Drive facing west; across Soneto Drive facing northwest; across Camino Del Sol Drive facing east; along Navidad Drive facing north; across Alametos Drive facing west; across Paso Del Sol Drive facing north; all in East Fort Bend County.

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this the <u>5th</u> day of <u>FEBRUARY</u>, 1979, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads right-of-way in Fort Bend County for the purposes of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

PROPOSED CABLE CROSSINGS @ VALINDA DR. 98' N. OF SOLEDAD DR., SONETO DR. 88' S. OF LOS ALTOS DR. WILL BE BORED A DISTANCE OF 38'. CAMINO DEL SOL DR. 73' S.W. OF NAVIDAD DR. WILL BE BORED A DISTANCE OF 42'. SIERRA GRANDE DR. @ NAVIDAD DR. WILL BE BORED 46'. PASADERO DR. @ NAVIDAD DR.& LOS ALTOS DR. @ NAVIDAD DR. WILL BE BORED A DISTANCE OF 43'. ALAMETOS DR. 75' W. OF NAVIDAD DR. WILL BE BORED A DISTANCE OF 40'. PASO DEL SOL DR. 75' S. OF ALAMETOS DR. WILL BE BORED A DISTANCE OF 38'. FROPOSED CABLE PARALLEL WILL RUN ON THE W.R/W OF NAVIDAD DR. @ SIERRA GRANDE 685' TO THE SOUTH.

The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deeping of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

. The undersigned further agrees to obey all rules of the County Commissioners and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said cable and/or conduit.

The undersigned representative of said company has full authority to bind said Company hereto.

TEL. CO. LOG NO. SUN *12

SOUTHWESTERN BELL TELEPHONE COMPANY

BY: Butterf.

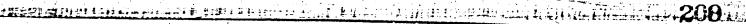
TITLE: Project Engineer Conduit District

ADDRESS: 3317 Montrose, Room 220B

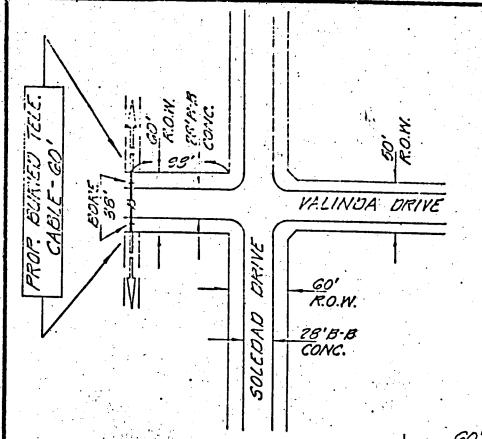
Houston, Texas 77006

77006
Approved As To Form
Legal Dept.
Houston Area

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NOTICE CONTRACTOR NOTIFY FORT BEND COUNTY DRAINAGE DISTRICTS AT 392 2863 48 HOURS PRIOR TO START OF WORK

24" DEEP) TYPICAL CROSS-SECTION OF BORE ACROSS SOLEDAD FACING IVEST

FT. BEND COUNTY SPECIFICATIONS

- NO MORE TRENCH OPENED AT ONE TIME THAN CAM BE' BACKFILLED AND COMPACTED IN 10 LIFTS AT THE END OF EACH WORK DAY, (NO TRENCH LEFT OPEN OVERNIGHT.)
- 2. ALL EXCESS EXCAVATION TO BE REMOVED FRON ROAD RIGHT OF WAY AT END OF EACH DAY.
- 3. DITCHES TO BE CPENED AT END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
- 4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CCNTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
- S. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
- 6. CONDITION OF ROAD UPON COMPLETION OF SMALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.

NOTICE

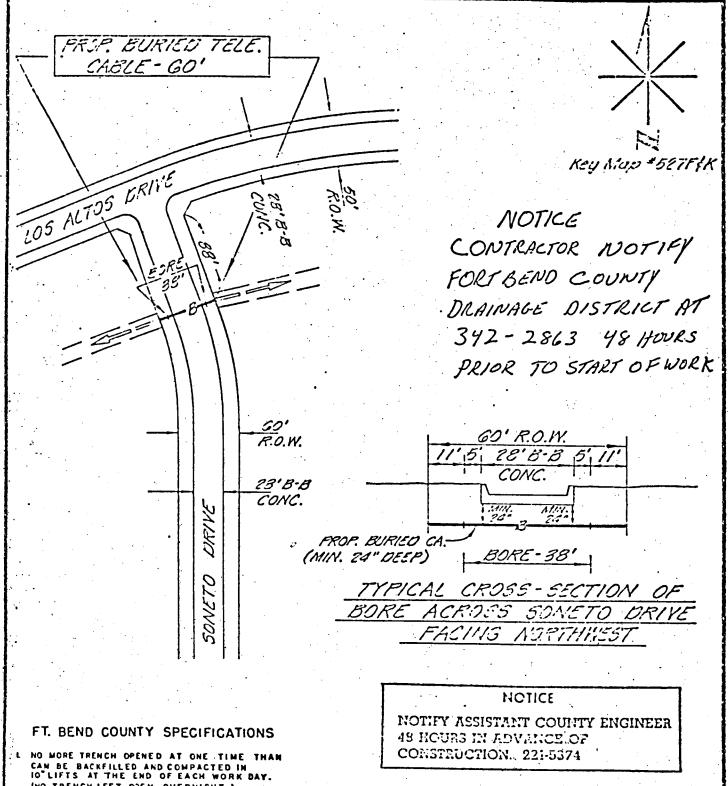
NOTIFY ASSISTANT COUNTY ENGINEER 49 HOURS IN ADVANCE OF CONSTRUCTION, 221-5374

PERMIT EXHIBIT SUN 12 SOUTHWESTER! BELL TEL. CO. CONDUIT DISTRICT 3317 MONTROSE, RM. 220 HOUSION, TEXAS 77006

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- CAN BE BACKFILLED AND COMPACTED IN 10"LIFTS AT THE END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT.)
- 2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT OF WAY AT END OF EACH DAY.
- 3. DITCHES TO PE OPENED AT END OF EACH DAY TO ASSURE ACEQUATE DRAINAGE.
- ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ACCOUNTE FLAGMEN, SIGNS, SIGNALS, ETC, TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
- S. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
- 6. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.

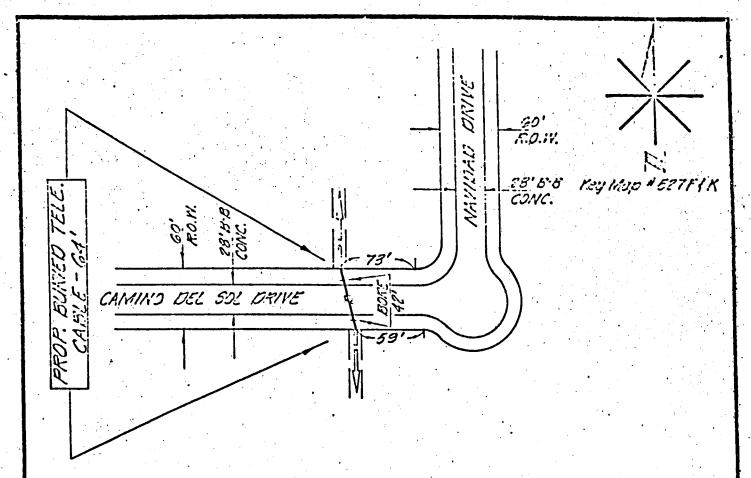
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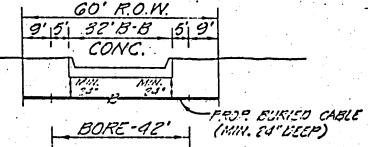
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NOTICE CONTRACTOR NOTIFY FORT BEND COUNTY DRAINAGE DISTRICT AT 342-2863 48 HOURS PRIOR TO START OF WORK



NOTICE NOTIFY ASSISTANT COUNTY ENGINEER

48 Hours in advance or

CONSTRUCTION, 221-5374

TYPICAL CROSS-SECTION OF BORE ACROSS CAMINO DEL SOL FACING EAST

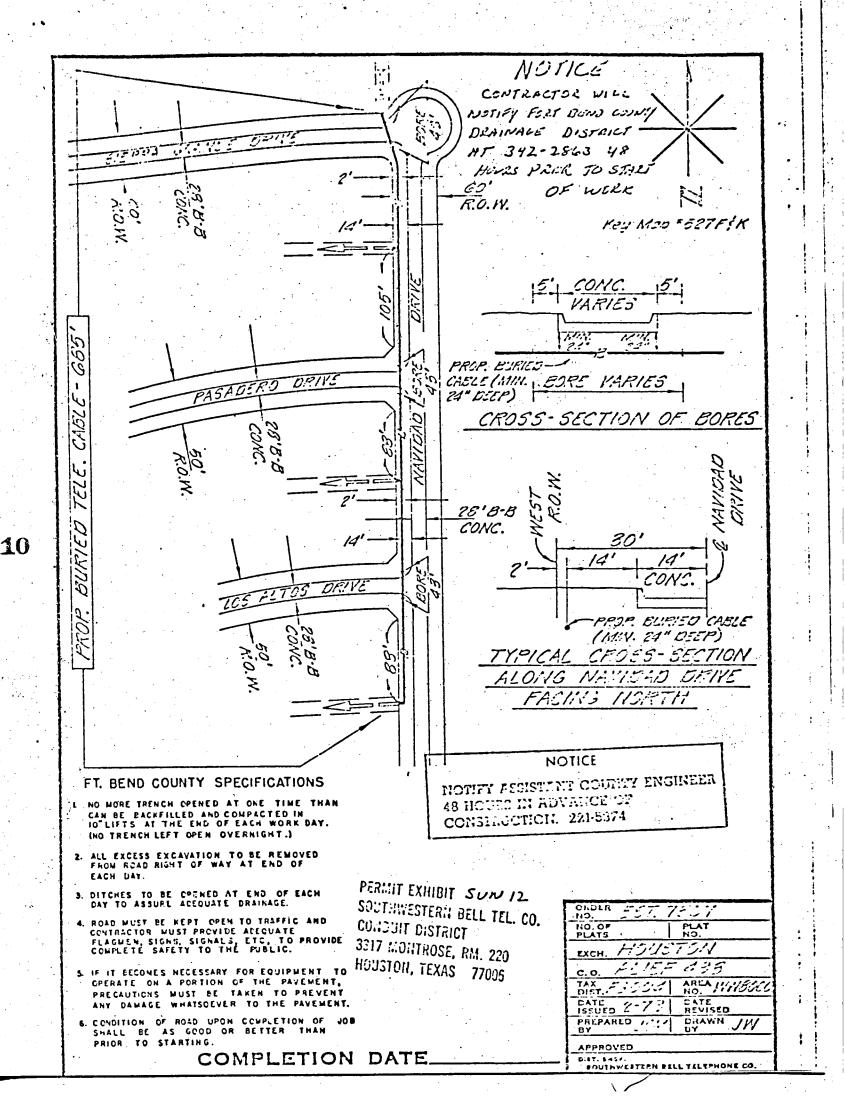
FT. BEND COUNTY SPECIFICATIONS

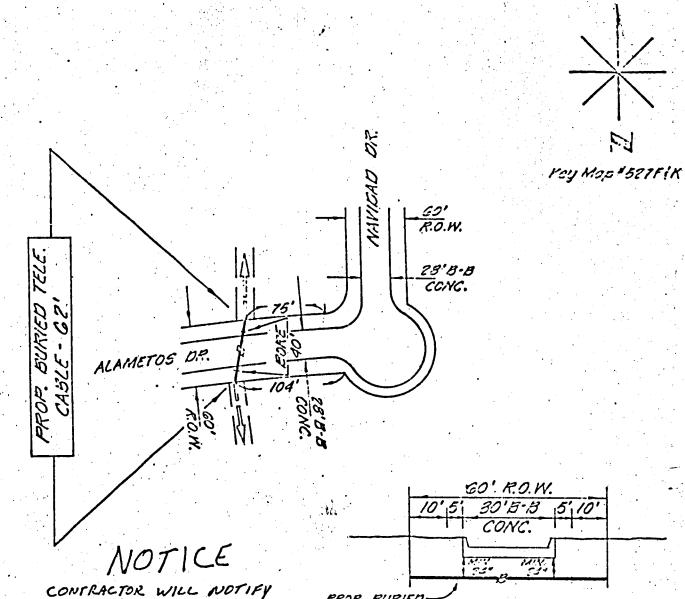
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- 6. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.

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TYPICAL CROSS-SECTION OF BORE ACROSS ALAMETOS DRIVE FACING NEST

NOTICE

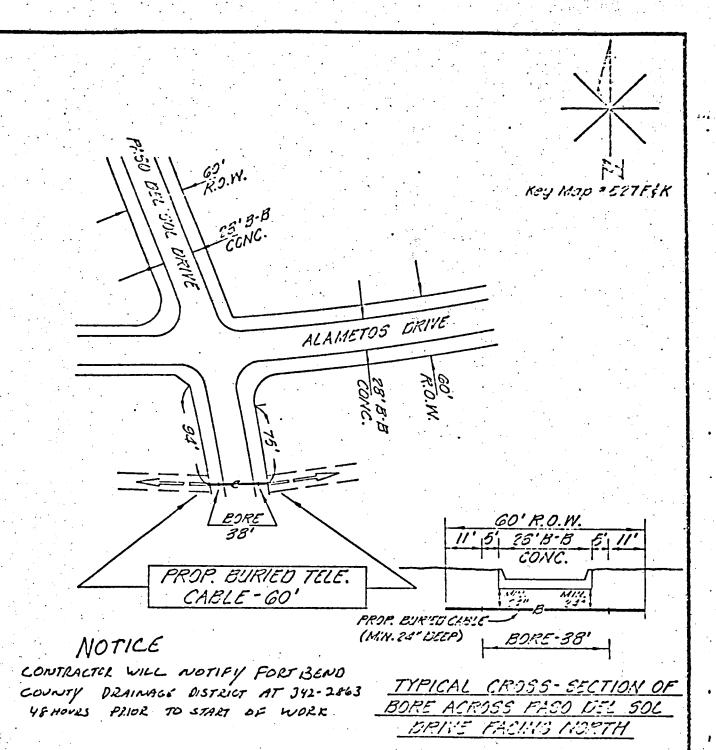
NOTIFY ASSISTANT COURTY ENGINEER 48 HOURS III ADVANCE OF CONSTRUCTION. 221-5374

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FT. BEND COUNTY SPECIFICATIONS

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NOTICE

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BOUTH ALSTEPH BELL TELSPHONE CO.

COMPLETION DATE

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THE REPORT OF THE PARTY OF THE

IN THE COMMISSIONERS! COURT - - - - FORT BEND COUNTY, TEXAS

ON THIS the 12 day of Zehmany 1979 on motion duly made, seconded and passed by the CCMMISSIONERS! COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, raintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of patitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all darage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS! COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS, and the Drainage District harmless from any course of action aforesaid.

> CCMMISSICNERS' COURT FORT BEND COUNTY, TEXAS

County Judge Stowney

महर्ग हा माना कर प्राप्तामा माना होता है। इस के अपने के अपने के कि अपने कि के माना माना है।

PRE: APPROVAL OF FIRM FOR THE ANNUAL AUDIT OF COUNTY OPERATION FOR THE YEAR 1978:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized that Haskins & Sells be retained to do the Annual County Audit for the year 1978.

RE: CHRISTOPHER DI STEFANO, ARCHITECT - PRESENTATION OF PRELIMINARY PLANS ON NEW FORT BEND COUNTY JAIL:

The Court heard the presentation of preliminary plans on the New Fort Bend County Jail. A step by step detail was given by the firm and the court express their wishes as to what should be changed.

RE: ACCEPT BID FOR ONE OR MORE MULTI PURPOSE HYDRAULIC EXCAVATOR FOR PRECINCT #1:

This was postponed until the next court meeting.

The court recessed at 12:00 noon until 2:00 o'clock P.M.

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The Court re-convened at 2:00 o'clock P.M. when the following orders were had.

RE: APPROVE NEW COUNTY DEPOISTORY PLEDGE CONTRACTS FOR 1979-1980:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized that all banks are to be depository banks and to honor contract to First National Bank of Richmond, Texas for County Depository Funds and also, as Depository for the County School Funds for 1979-1980.

TO THE PERSON AND ALL PROPERTY OF THE PERSON OF THE PERSON AND A PERSON OF THE PERSON OF TH

Notice to consider applications for depositories of county funds and school funds was posted to give notice of such and recorded in the minutes as follows:

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NOTICE

Notice is hereby given by the Commissioners' Court of Fort Bend County, Texas, that on Moxday, February 12th, 1979, at 2:00 o'clock P.M., applications will be considered for the following:

(1) Depository for County Funds

(2) Depository for School Funds

Any bank desiring to be designated as a depository shall make proper application therefore, as required by law.

COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS

By:
Jodie E. Stavinhos
County Judge
Fort Bend County. Texa

RE: DISCUSSED PROPOSED CONTRACT FOR LEASE OF COUNTY-OWNED VALTEC VOTING MACHINES:

The Court discussed the proposed contract for lease of County owned voting.

The acutal contract for discussion on the agenda for next court meeting.

There being no further business, the court recessed at 3:20 o'clock P.M. until Thurdsay February 15, 1979 at 1:30 P.M. to approve bills.

on Feb. 15, 1979
The court re-convened at 1:30 o'clock P.M/ when the following orders were had.

2/ RE: APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors Office, as approved by the Commissioners' Court in person in February (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed and approved.

There being no further business the court adjourned/at 4:30 o'clock P.M.

COUNTY JUDGE

ATTEST;

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED, That on the 19th day of February, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt and duly passed, the court approved the minutes of Regular Session of February 12, 1979, as corrected.

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2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

No changes in Depository Pledge Contracts.

RE: OPEN BIDS FOR THE FOLLOWING:

Bids were opened on Painting Caretaker's House and Storage Barn at the Fort Bend County Fairgrounds.

These will be studied and accepted at another court meeting.

Bids were opened on repairs of Needville Library Roof.

These will be studied and accepted at another Court meeting.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. L. Schmidt, and duly passed, the court did not accept the bid of C.R.C. - Coastal Roofing & Supply Company, because it was late in time of arrival.

RE: ACCEPT BID FOR ONE OR MORE MULTI-PURPOSE HYDRAULIC EXCAVATOR FOR PRECINCT #1:

The court was asked to postpone this until next court meeting.

RE: ACCEPT LOW BID OF EM-QUIP, INC. OF STAFFORD, TEXAS FOR SIRENS, SPEAKERS AND EMERGENCY LIGHTS FOR FORT BEND COUNTY SHERIFFS DEPARTMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the low bid of Em-Quip, of Stafford, Texas for the Fort Eend County Sheriffs Department as follows:

- 5 (five) P A 200 Sirens SA300-53 (This siren has all functions including yelp, wail, instant yelp, hi-lo, simulated air horn, P.A., and radio repeat. There is no additional charge for the microphone. This is the siren that is currently in your newest patrol vehicles and service has been good. This siren is warrantied for 18 months.) Bid per unit (Installed)------\$272.50
- 5 (five) Federal C P 100 Speakers (Federal CP100 with Visibar Mount)
 Bid per unit (Installed) -----\$168.80
- 5 (five) Federal Model II Light Bar, Cutter Mount- Federal Model 11 with correct mounting kit for automobile selected. Price quoted one Red and one Blue Lens.

 Bid per unit (installed)-----\$207.00

RE: ACCEPT BID OF DUB MILLER FORD FOR AN AUTOMOBILE FOR THE SHERIFFS' DEPARTMENT:

On MOtion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the bid of Dub Miller Ford for an automobile for the Sheriffs Department in the amount of \$5941.00, provided the bid is still available at the price quoted. This automobile is to replace a sheriffs' car that was totaled in an accident two weeks ago.

RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR AN ENGINE ANALYZER FOR THE AUTO REPAIR SHOP FOR THE SHERIFFS' DEPARTMENT:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, bids for and duly passed, the court authorized to advertise for/an Engine Analyzer for the auto repair shop for the Fort Bend County Sheriffs' Department. Cost of this to be taken out of Sheriffs' Expense Account.

RE: APPROVAL OF BILLS PROCEDURES BY COMMISSIONERS' COURT:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered that the bills would be approved on the 1st & 15th of each month.

RE: DISCUSSION WITH SHERIFF ERVIN HURTAABOUT AUTOMOBILE INVOLVED IN ACCIDENT WITH TRAIN IN MARCH 8, 1977

The Court discussed with Sheriff Ervin Hurta about Sheriffs car involved in accident with train in March 8, 1977. Railroad Company told Sheriff Hurta that they would settle claim, but would not settle before the suit is settled in court, The County will consider filing among the individual parties involved / Law suit claiming negligence on the part of the Railroad Company.

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Since this was not made a Court agenda item, the court will discuss the making of claim against the railroad company for damage sustained by the county vehicle involved in the accident on March, 1978.

The court will take action on this at next monday court meeting.

RECOGNITION OF THE COMPLETION OF 40 HOUR JUSTICE OF PEACE TRAINING COURSE BY JUDGE CALVIN WATSON AND O. W. KUNKEL, JR., SPONSORED BY SOUTHWEST TEXAS STATE UNIVERSITY TEXAS JUSTICE OF THE PEACE TRAINING CENTER:

that

The court asked/the following letter be entered into the minutes, recognizing the completion of 40 hour Justice of Peace training court by Judge Calvin Watson and O. W. Kunkel, Jr. Letter as follows:

Southwest Texas State University

Texas Justice of the Peace Training Center

San Marcos, Texas 78666

(512) 245-2349

February 7, 1979

Hon. Jodie Stavinoho Fort Bend County Courthouse Richmond, Texas 77469

0.

Dear Judge Stavinoho:

During the week of January 28-February 2, 1979, Judges Calvin Watson and O. W. Kunkel successfully completed a forty hour course in the responsibilities of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the responsibilities of the J.P. office and additionally to complete a twenty hour course each year thereafter. This article encompasses all justices who took office since August 30, 1963 and are not licensed attorneys. The funding of this program, which provides free room and board for the judges at the seminar, is made possible through a grant from the Governor's Office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As ninety to ninety-five percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

Ronald D. Champion Executive Director

RDC/bjm

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RE: DISCUSSION OF APPOINTMENT OF A MEMBER OF THE LIBRARY BOARD:

The Court did not take action on the appointment of a member of the Library Board.

This will be taken up at the next court meeting.

12 RE: SUGAR CREEK CORPORATION - DRAINAGE WITHIN SUGAR CREEK SUBDIVISION:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, a duly passed, the court authorized that the county be allowed to advertise for bids for moving of gates and building of wall at Sugar Creek Boulevard to specificiations and construction plans as prepared by Espey, Huston & Assoicates, Inc. Sugar Creek Corporation agrees to reimburse the County, should the County proceed with this work and Sugar Creek Corporation would be permitted to brick veneer and make attract of this wall, subject to approval by the County Engineer.

3 RE: DRAINAGE EASEMENT IN TARA SUBDIVISION, SECTION ONE - UTILITY EASEMENT:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the approval of the Release and relocation and Dedication of Easement in Tara Subdivision, Section 1, as shown in the following instrument and attached plat made a part thereof.

DRAINAGE EASEMENT RELOCATION RELEASE AND DEDICATION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

That Fort Bend County (hereinafter referred to as "County") being the holder of a certain twenty (20) foot Drainage Easement located on he northerly side of Lot 8 and the southerly side of Lot 9, all being in Block 5, Section 1 of the Tara Subdivision, as recorded in Volume 21, page 20 of the Fort Bend County Map Records, in consideration of the dedication of a drainage easement covering an equal amount of land in Lot 9 of the aforementioned Subdivision, does hereby release and abandon forever a portion of the above described Drainage Easement, said portion being:

A one (1) foot wide and one hundred fifteen (115) feet long strip of land located immediately adjacent to Lot 8 of the above described subdivision, said strip of land containing 115 square feet, as shown on "Exhibit A" to this instrument; and

That Donald Eugene Little and Maxine Lynette Little (hereinafter referred to as "Grantors") being the owners in fee simple of Lot 9, Block 5, Section 1, of the Tara Subdivision as recorded in Volume 21,

page 20 of the Map Records of Fort Bend County, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantors in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby dedicate, grant, transfer and convey unto Fort Bend County, its successors and assigns, an easement over and across the following land:

> A one (1) foot wide and one hundred fifteen (115) feet long strip of land located in Lot 9 of the above described subdivision and being immediately adjacent to the northerly side of the above described twenty (20) foot easement, said strip containing 115 square feet as shown on "Exhibit A" to this instrument

for the purpose of placing and operating thereon a drainage easement and the installation of drainage improvements as may be necessary, and for the further purpose of maintaining said drainage easement.

TO HAVE AND TO HOLD the above described easement for said purposes, together with all and singular, the rights and privileges pertaining thereto; and

Grantors do bind themselves and their heirs to warrant and forever defend the above described easement and rights unto the County, its successors and assigns against any person claiming the same or any part thereof by, through or under them, but not otherwise.

authorized and Approved, executed this the Jet. , 1979.

FORT BEND COUNTY

Attest:

Commissioner, Precinct

Commissioner,

Executed this the Late day of

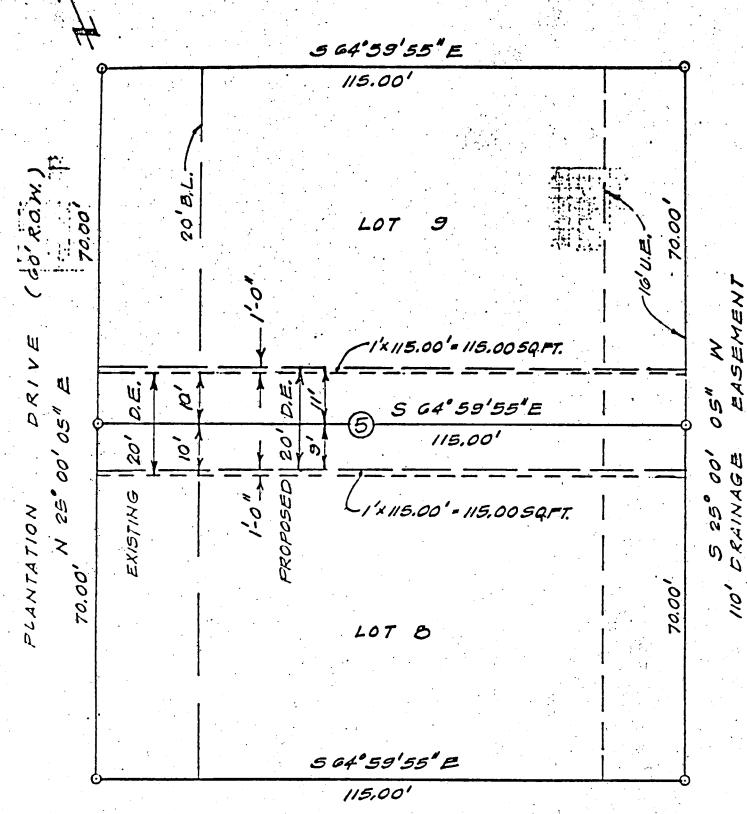
THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared DONALD EUGENE LITTLE and MAXINE LYNETTE LITTLE, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 16th day of 31th, 1979.

Notary Public in and for Fort Bend County, Texas

Lar T Ice



4.00

PLAT OF

ON

LOTS 8 9 9

BLOCK 5

TARA SECTION 1

VOLUME 21 PAGE 20 FORT BEND COUNTY MAP RECORDS

JOSEPH KUYKENDAHL LEAGUE, A-49

SCALE: 1" 20'

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JANUARY 15, 1979

PREPARED 8

~ NEFRIN'S

建林市场等建筑等公司日

RE: ABANDOMENT OF TWO CUL-DE-SACS LOCATED IN QUAIL RUN SUBDIVISION SECTION 1 LOCATED IN THE HICKS SHROPSHIRE SURVEY, ABSTRACT NO. 313, FORT BEND COUNTY, TEXAS:

ON Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the Petition and order authorizing the abandonment of two (2) certain Cul-De-Sacs located in the Hicks Shropshire Survey Abstract No. 313, Fort Bend County, Texas located in Quail Run Subdivision Section 1, as follows:

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PETITION

IN THE MATTER OF ELRO OF TEXAS, INC.)	IN THE COMMISSIONERS'
ABANDONMENT OF TWO (2) CUL-DE-SACS)	COURT OF FORT BEND
LOCATED IN THE HICKS SHROPSHIRE SURVEY,)	COUNTY, TEXAS
ABSTRACT NO. 313, FORT BEND COUNTY,)	
TEXAS) ·	

TO SAID HONORABLE COURT:

COMES NOW ELRO OF TEXAS, INC., a Michigan corporation, with offices in Harris County, Texas, (hereinafter referred to as "Petitioner"), who would respectfully show unto this Honorable Court the following, to-wit:

That Petitioner is the Owner of certain land located in the Hicks Shropshire Survey, Abstract No. 313, Fort Bend County, Texas (hereinafter referred to as the "Subdivision")

That due to the development of more efficient land usage programs, Petitioner is seeking the approval of the abandonment of two cul-de-sacs located in said Subdivision and that such abandonment as hereinafter prayed for will not adversely affect the established rights of any Purchaser or owner of any of the properties affected thereby, and that all of the prerequisites of law for the issuance of such decree have been or shall be duly complied with.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that upon final hearing hereof, Petitioner be granted the abandonment of those two (2) certain cul-de-sacs which were dedicated to public use and which are described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Respectfully submitted,

ELRO OF TEXAS. INC.

es presenta cesse la composición de la composición de la compositation en la composición de la

METES AND BOUNDS DESCRIPTION ABANDONMENT OF TWO (2) CUL-DE-SACS 7.448 SQUARE FEET, EACH

Being two (2) tracts or parcels of land, containing 7443 square feet each, located in the Hicks Shropshire Survey, Abstract No. 313, Fort Bend County, Texas, and dedicated by instrument recorded in Volume 727, Page 7 of the Fort Bend County Deed Records; said tracts are more particularly described by metes and bounds as follows:

TRACT NO. 1: 7,448 SQUARE FEET

COMMENCING for reference at the point of intersection of the North line of McHard Road FM 2234 (100 foot wide) as recorded in Volume 340, Page 242 of the Deed Records of Fort Bend County, Texas, and the East line of a 60 foot wide Drainage Easement as recorded in Volume 706, Page 827 of the Deed Records of Fort Bend County;

THENCE N 02°48'56" W, 1569.79 feet along the East line of the above mentioned 60 foot wide Drainage Easement, to a point for corner;

THENCE N 87°11'04" E, 115.00 feet leaving the East line of said Drainage Easement, to the POINT OF BEGINNING;

THENCE N 87°11'04" E, 60.00 feet to a point in the arc of a curve to the right; which radius bears S 34°06"16" W;

THENCE 249.80 feet along the arc of said curve to the right, having a radius of 50.0 feet and subtending a central angle of 286°15'36" to the POINT OF BEGINNING and containing 7,448 square feet.

TRACT NO. 2: 7,448 SQUARE FEET

COMMENCING for reference at the point of intersection of the North line of McHard Road FM 2234 (100 foot wide) as recorded in Volume 340, Page 242 of the Deed Records of Fort Bend County, and the East line of a 60 foot wide Drainage Easement as recorded in Volume 706, Page 827, of the Deed Records of Fort Bend County;

THENCE N 02°48'56" W, 2852.04 feet along the East line of the above mentioned 60 foot wide Drainage Easement, to a point for corner;

THENCE N 87°11'04" E, 115.00 feet leaving the East line of said Drainage Easement to the POINT OF BEGINNING. Said point also being in the arc of curve to the right which radius bears N 34°06'16" E;

THENCE 249.80 feet along the arc of said curve to the right having a radius of 50.00 feet and subtending a central angle of 286°15'36";

THENCE S 87°14'04" W, 60.00 feet to the POINT OF BEGINNING and containing 7,448 square feet.

भोरते होते। वे प्रश्ने यो विकास स्वत्रास्त्र सम्बद्धान स्वत्र प्रश्नेत्र स्व

COMPILED BY
Turner Collie & Braden Inc.
Consulting Engineers
Houston Dallas Austin Port Arthur El Paso
January 24, 1979 Job No. 1356-406

ORDER

IN THE MATTER OF ELRO OF TEXAS, INC.)	IN THE COMMISSIONERS'
ABANDONMENT OF TWO (2) CUL-DE-SACS)	COURT OF FORT BEND
LOCATED IN THE HICKS SHROPSHIRE SURVEY)	COUNTY, TEXAS
ABSTRACT NO. 313, FORT BEND COUNTY,	.)	
TEXAS)	

ORDER AUTHORIZING THE ABANDONMENT OF TWO (2) CERTAIN CUL-DE-SACS LOCATED IN THE HICKS SHROPSHIRE SURVEY, ABSTRACT NO. 313, FORT BEND COUNTY TEXAS

On this the	19th	day of _	February	, 1979, at a regular
term of the Commiss	ioners' C	ourt of Fo	rt Bend County,	Texas, there came on to be
heard the application	n of ELRO	OF TEXA	S, INC., for the	e approval of the abandonment
of two cul-de-sacs l	ocated in	the Hicks	Shropshire Sur	vey, Abstract No. 313, Fort
Bend County, Texa	s, (herei	nafter refe	erred to as the "	Subdivision"), referred to
and described in th	e instrum	nents and p	property descrip	otions herein referred to,
copies of which ins	truments	and prope	rty descriptions	s have been referred to and
examined by the Co	urt;			

Said petition specifically prayed for the abandonment of those two (2) certain cul-de-sacs which were dedicated to public use and which are described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes;

NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED and DECREED by the Court that:

Those two (2) certain cul-de-sacs dedicated to public use described in Exhibit "A" be and are hereby abandoned.

This decree passed and granted this 19th day of February

1979, by the Commissioners' Court of Fort Bend County, Texas, in witness whereof
the Commissioners hereto set their signatures.

mmissioner, Frecinct 1

Commissioner, Precinct 2

County Judge

10

Commissioner, Precinct 3

ATTEST:

Commissioner, Precinct 4

PEARL ELLETT, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION ABANDONMENT OF TWO (2) CUL-DE-SACS 7,448 SQUARE FEET, EACH

Being two (2) tracts or parcels of land, containing 7448 square feet each, located in the Hicks Shropshire Survey, Abstract No. 313, Fort Bend County, Texas, and dedicated by instrument recorded in Volume 727, Page 7 of the Fort Bend County Deed Records; said tracts are more particularly described by metes and bounds as follows:

TRACT NO. 1: 7,448 SQUARE FEET

COMMENCING for reference at the point of intersection of the North line of McHard Road FM 2234 (100 foot wide) as recorded in Volume 340, Page 242 of the Deed Records of Fort Bend County, Texas, and the East line of a 60 foot wide Drainage Easement as recorded in Volume 706, Page 827 of the Deed Records of Fort Bend County;

THENCE N 02°48'56" W, 1569.79 feet along the East line of the above mentioned 60 foot wide Drainage Easement, to a point for corner;

THENCE N 87°11'04" E, 115.00 feet leaving the East line of said Drainage Easement, to the POINT OF BEGINNING;

THENCE N 87°11'04" E, 60.00 feet to a point in the arc of a curve to the right; which radius bears S 34°06"16" W;

THENCE 249.80 feet along the arc of said curve to the right, having a radius of 50.0 feet and subtending a central angle of 286°15'36" to the POINT OF BEGINNING and containing 7,448 square feet.

TRACT NO. 2: 7,448 SQUARE FEET

COMMENCING for reference at the point of intersection of the North line of McHard Road FM 2234 (100 foot wide) as recorded in Volume 340, Page 242 of the Deed Records of Fort Bend County, and the East line of a 60 foot wide Drainage Easement as recorded in Volume 706, Page 827, of the Deed Records of Fort Bend County;

THENCE N 02°48'56" W, 2852.04 feet along the East line of the above mentioned 60 foot wide Drainage Easement, to a point for corner;

THENCE N 87°11'04" E, 115.00 feet leaving the East line of said Drainage Easement to the POINT OF BEGINNING. Said point also being in the arc of curve to the right which radius bears N 34°06'16" E;

THENCE 249.80 feet along the arc of said curve to the right having a radius of 50.00 feet and subtending a central angle of 286°15'36";

THENCE S 87°14'04" W, 60.00 feet to the POINT OF BEGINNING and containing 7,448 square feet.

COMPILED BY
Turner Collie & Braden Inc.
Consulting Engineers
Houston Dallas Austin Port Arthur El Paso
January 24, 1979 Job No. 1356-406

RE: QUITCLAIM DEED AND ABANDONMENT OF TWO (2) CUL-DE-SACS IN HICKS SHROPSHIRE SURVEY, ABSTRACT NO. 313 IN QUAIL RUN SUBDIVISION SECTION 1:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the Judge to sign Quitclaim Deed and abandonment of two (2) Cul-De-Sacs in Hacks Shropshire Survey, Abstract No. 313 in Quail Run Subdivision Section 1, as follows.

والمحتمدة ولعالف فياحك لاهامة فكالمستقيدة والمساهدية

80966

Q. DFED 701 823 MGE 518

QUITCLAIM DEED AND ABANDONMENT

THE STATE OF TEXAS

COUNTY OF FORT BEND

WHEREAS, by instrument dated May 26, 1977, GULF OIL CORPORATION, a

Pennsylvania corporation, executed a right-of-way deed for use of an easement and

right-of-way, for street and roadway purposes, covering two tracts of land containing

14,896 square feet, more or less, in the Hicks Shropshire Survey, Abstract No. 313,

Fort Bend County, Texas, and being recorded in Volume 727, Page 7 of the Deed

Records of Fort Bend County, Texas; said right-of-way being conveyed unto the Public;

and

WHEREAS, the COUNTY OF FORT BEND has determined that it is in the best interest of the public that the right-of-way be abandoned; and

TO HAVE AND TO HOLD the said premises, together with, all and singular, the rights, privileges and appurtenances thereto in any manner belonging unto the said ELRO OF TEXAS, INC., its successors and assigns, forever, so that neither the COUNTY OF FORT BEND, TEXAS, nor its successors, nor any person claiming under it shall at any time hereafter claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof.

EXECUTED this the	19th	day of	February	, 1979.
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231

FORT BEND COUNTY, TEXAS

By Jalue, Shunohy

THE STATE OF TEXAS

COUNTY OF FORT BEND

DEED 823 mag 519

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Jodie E. Stavinoha a duly authorized County Judge of FORT BEND COUNTY, TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of FORT BEND COUNTY, TEXAS, and that he executed the same as the act of FORT BEND COUNTY, TEXAS, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of

THE RESIDENCE OF THE PROPERTY
Notary Public in and for FORT BEND COUNTY,
TEXAS

MORMA J. LANDRY, NCTARY PUBLIC FORT BEND COUNTY, TEXAS

. HETES AND BOUNDS DESCRIPTION ABANDONMENT OF TWO (2) CUL-DE-SACS 7,448 SQUARE FEET, EACH

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COMPILED BY
Turner Collie & Braden Inc.
Consulting Engineers
Houston Dallas Austin Port Arthur El Paso
January 24, 1979 Job No. 1356-406

FILED FOR RECORD

AT O'CLOCK M.

FEB 19 1979

Tearl Ellett.
County Clark, Fort Bend Co., Tex.

RE: DISCUSS MALICIOUS DESTRUCTION OF COUNTY AND STATE ROAD SIGNS:

The court discussed malicious destruction of county and state road signs. The Commissioners all expressed their concern and recounted incidents of the sign destruction in his precinct.

Commissioners agreed to ask citizens to report incidents to the Sheriffs' Department. Sheriff Hurta said citizens should try to copy down the license plate number of the vehicle and report back to his office. The District Attorney said destruction of signs is punishable as a Class A misdemeanor or up to a third-degree felony, depending on the severity of the case.

The County might be held responsible for traffic accident damages resulting from the absence or destruction of a sign. The Court would have to determine if the county had neglected its duties to replace or repair the signs.

RE: REVIEW PROPOSED CONTRACT FOR LEASE OF COUNTY OWNED VALTEC VOTING MACHINES TO AUTHORITIES CHARGED WITH HOLDING ELECTIONS IN FORT BEND COUNTY.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the contract for lease of county owned Valtec Voting Machines to authorities charged with holding elections in Fort Bend County, Contract is as follows:

RENTAL OF VOTING MACHINES

STATE OF TEXAS

COUNTY OF FORT BEND

WHEREAS, in conformity with Art. 7.14, Sec. 3 and Sec. 5, Texas Election Code, the Commissioners' Court of Fort Bend County has purchased certain voting machines for lease or rental to authorities charged with holding elections in Fort Bend County, and as the terms are used herein, the First Party referred to is Fort Bend County and the Second Party refers to the contracting authority, and

WHEREAS, it is desired by the undersigned authority to rent the number of machines set out below at the rental price of Twenty-five Dollars (\$25.00) per machine for each election.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED between the parties hereto that Second Party hereby contracts for the rental of the machines listed below to the addresses indicated for use on the date hereinafter set out for the holding of the election named herein and agrees to pay for the use of said machines, whether used in the election or not, and to pay for the use of said machines within 10 days after the date of said election or upon receipt of billing statement.

IT IS FURTHER AGREED THAT THE First Party will assume all responsibility for delivering the machines to the addresses indicated and removing the same after the election has been held: provided, and that Second Party will indicate the place where the machines are to be delivered and recovered to the transportation contractor and provide accessibility to the premises at the time when the machines are to be delivered and recovered. Second Party agrees to pay all transportation charges associated with the delivery and pick-up of the machines, at the rate of \$.16 per mile.

Second Party agrees to be responsible for all physical loss or damage to machines (normal wear and tear excepted) from the time of acceptance by the Second Party and while in custody of the Second Party.

Second Party agrees to reimburse First Party for machine programmers to prepare machines for said election at a rate of Seven Dollars (\$7.00) per hour for such programmer(s). Second Party further agrees, if a stand-by machine programmer is requested on the day of election, reimbursement to the First Party for such service will be at the same hourly rate as stated above.

Each entity which enters into this contract must satisfy Fort Bend County Clerk that they have sufficient personnel familiar with the operation of said machines. In the event a school of instruction is necessary, the Second Party agrees to pay a fee of Twenty Dollars (\$20.00) for participation in each of such schools of instruction to the First Party.

All supplies for use with said voting machines are to be obtained by the Second Party.

the	election to be held on		19
	Number of Machines:	Location:	

	(In the event that a larger nutach to this contract a list of to which they are to be delived this contract for all purposes	of said machines needered, which list sha	ded and the addresses

First Party agrees to supply machines for the use of Second Party in

9

DAY OF

SIGNED THIS THE

Rental of Voting Machines Page 2

COUNTY OF FORT BEND

	Y:		
Authority Holding Election		cer, Commissioners' Cou	irt
BY:			
			•
	ATTEST:		
Second Party	The state of the s	missioners' Court	
	First Part	Y	- 1
		Bend County, Texas he	та.
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There being no further business, the court adjourned at 11,35 o'clock A. M.

COUNTY JUDGE

)

COUNTY CLERK

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

BE IT REMEMBERED THAT on the 26th day of February, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt and duly passed, the court approved the minutes of Special Session of February 19, 1979, as corrected.

10, RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the following changes in Depository Pledge Contracts.

First National Bank of Rosenberg, Texas to release Security of \$25,000.00

Receipt #231107 Sugar Land, Texas - 7.000% due 3/1/79 CUSIP #864855AD3 to be replaced with Security #298540 Hays Tax CISD of \$25,000.00 - 5.375% due 3/1/85

CUSIP #421110HZ3

ACCEPT LOW BID OF C & K MAINTENANCE SERVICE FOR PAINTING CARETAKERS HOUSE AND STORAGE BARN AT THE FORT BEND COUNTY FAIRGROUNDS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the low bid of C & K Maintenance Service of 3911 Ave. I, Rosenberg, Texas for painting Caretakers House at the Fort Bend County Fairgounds in the amount of \$859.90, and the Storage Barn at the Fort Bend County Fairgrounds in the amount of \$649.50.

RE: ACCEPT LOW BID OF R. R. SERNA ROOFING COMPANY FOR ROOF REPAIRS AT NEEDVILLE BRANCH LIBRARY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the low bid of R. R. Serna Roofing Company to repair the roof of the Needville Branch Library in the amount of \$4,600.00. To be paid for out of the old branch library funds.

RE: ACCEPT LOW BID OF PLAINS MACHINERY COMPANY FOR ONE OR MORE MULTI-PURPOSE HYDRAULIC EXCAVATOR FOR PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the low bid of Plains Machinery Company of Houston, Texas, for a Multi-Purpose Hydraulic Excavator for Precinct #1, in the amount of \$83,279.00 less trade-in of one used Gradall 2460, Serial #_______ in the amount of \$5,000.00 being a net bid of \$78,279.00.

RE: APPOINT MEMBER TO LIBRARY BOARD:

The Court took no action on appointing a member to the library board. This to be taken up at the next monday court meeting.

7 RE: APPROVE PUBLIC WEIGHERS' BONDS OF JOYCE OBERHOFF AND ARNOLD J. DORR, JR. FOR NEEDVILLE WAREHOUSE INC. IN PRECINCT #2:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the Public Weighers' bonds of Joyce Oberhoff and Arnold J. Dorr, Jr. for Needville Warehouse Inc. in Precinct #2.

RE: ALLOCATION OF REVENUE SHARING E.P.10 TO FORT BEND REGIONAL COUNCIL ON ALCOHOLISM AND DRUG ABUSE FOR THE FORT BNED ALCOHOLISM SERVICE INC.:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court allocated \$1,250.00 out of Revenue Sharing E.P.10 to the Fort Bend Regional Council on Alcoholism and Drug abuse for the Fort Bend Alcoholism Service Inc.

RE: ACCEPT INSURANCE SETTLEMENT FROM PARTY AT FAULT FOR SHERIFFS' DEPARTMENT CAR WHICH WAS WRECKED:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the proposal from the insurance company for the Sheriffs' department car which was wrecked. The Company is to allow \$3100.00 and \$210.00 for speaker plus all emergency equipment and tires and providing a car at the insurance companys expense. This approved subject to a written proposal furnished to the court from the insurance company.

NO RE: OPEN BIDS FOR THE FOLLOWING:

- 1. Front End Loader
- 2. One or More Ambulances
- 3. Limestone
- 4. One or more crew cab Pickup trucks
- 5. One or more Pickup trucks

All bids to be studied, except item No. 4, which was accepted in the following order.

) RE: ACCEPT BID OF DUB MILLER FORD FOR CREW CAB PICKUP TRUCK FOR PRECINCT #4 & #1:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the bid of Dub Miller Ford for 2 Crew Cab Pickup Trucks for the following:

Precinct #4

alah daripatan kecamatan

1 Crew Cab Pickup in the amount of \$5,567.39 plus the optional equipment; Automatic transmission \$297.32; Side tire carrier \$25.00; Power Steering \$157.54 Spare Tire & wheel \$97.18, being a total price of \$6144.43.

Precinct #1

1 Crew Cab Pickup in the amount of \$5,567.39 plus the optional equipment; Power Steering \$157.54; Spare tire & Wheel \$97.18; Side tire carrier \$25.00, being a total price of \$5,847.11.

12 RE: DICUSS TO ESTABLISH JUDICIAL DETERMINATION OF DUKE ROAD:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized the District Attorneys office to proceed to attempt to establish the ownership jurisdiction of Duke Road.

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TEL. COMPANY ON GASTON-FULSHEAR ROAD IN FORT BEND COUNTY IN PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized the Application for and permit to Southwestern Bell Telephone Company for telephone cable crossing on Gaston-Fulshear Road in Fort Bend County in precinct #4, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS % County Courthouse Richmond, Texas 77469

COMES NOW

Southwestern Bell Telephone Company.

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

SEE ATTACHED SKETCH

RO84645

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

10

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 14 day of February 1979.

SOUTHWESTERN BELL

Attest: Secretary

Manager-OSP Engineering 301 So. 9th Suite 209 Richmond, Texas 77469

PERMIT

IN THE COMMISSIONERS' COURT - - - - FORT BEND COUNTY, TEXAS

ON THIS the 6 DAY of Delicary 19 79

on motion duly made, seconded and passed by the CCMMISSIGNERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIGNERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIGNERS' and the Drainage District harmless from any course of action aforesaid.

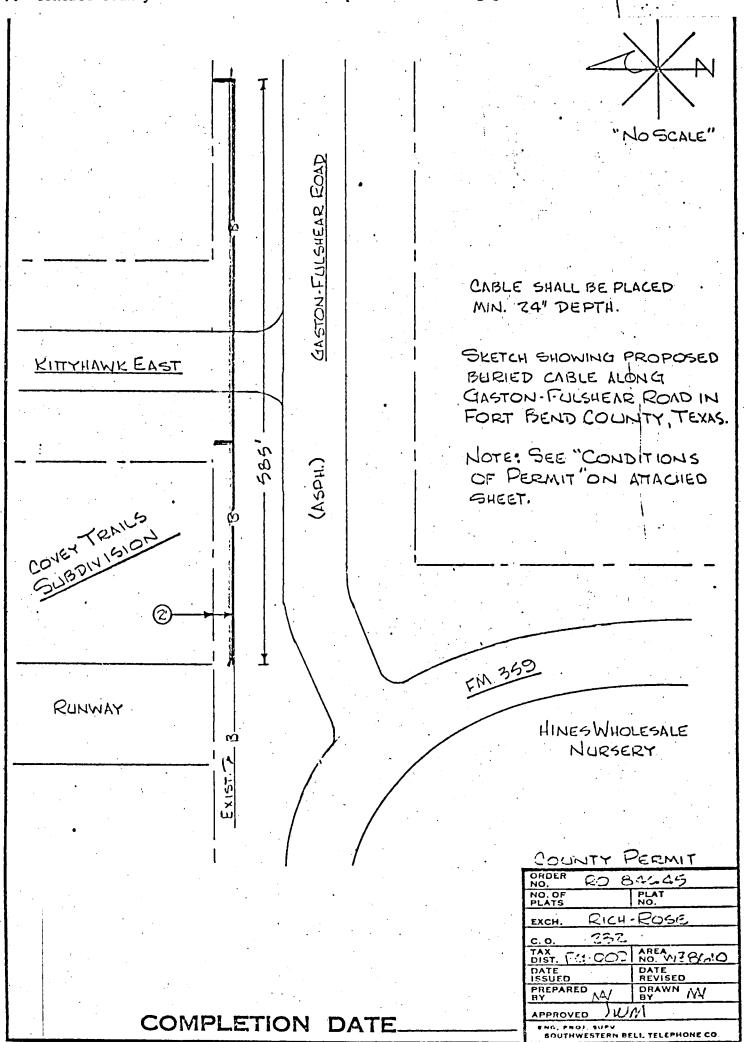
COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

County Judge

CONDITIONS OF PERMIT

Now April 1987 State of the Sta

- 1. No more trench opened at one time than can be backfilled and compacted in 10" lifts at the end of workday. (No trench open overnight.)
- 2. All excess excavation to be removed from site at end of each day.
- 3. Ditches to be opened at end of day to insure adequate drainage.
- 4. Road must be kept open to traffic. Contractor must provide flagmen signs, signals, etc., to provide complete safety to public.
- 5. If it becomes necessary to operate equipment on portion of pavement precautions must be taken to prevent any damage to pavement.
- 6. Condition of road on completion of job shall be as good or better than prior to starting.
- 7. Contact County Commissioner 48 hours prior to starting job.



RE: PASS RESOLUTION EFFECTING OBLIGATION OF COUNTY TAX FUNDS BY STATE LEGISLATION:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court passed Resolution supporting, passed by the Board of Directors of the South Plains Association of Governments on January 9, 1979, which opposes programs passed by the State Legislature without knowledge or approval of local governments, the funding for which has to come from local taxes. Letter as follows:

> We the Commissioners' Court of Fort Bend County fully support the resolution passed by the Board of Directors of the South Plains Association of Governments on January 9, 1979 which opposes programs passed by the State Legislature without knowledge or approval of local governments, the funding for which has had to come from local taxes.

> > Stavinoha, County Judge

Fort Bend County

Johnnie Pustka, Pct. County Commissioner

Tony Jebbi⁄a County Compissioner

Lee Schmidt, Pct County Commissioner

Ed Helwig, Pct. County Commissioner

OFFICE OF

JODIE E. STAVINOHA COUNTY JUDGE FORT BEND COUNTY P. O. BOX 368 RICHMOND, TEXAS 77469

342-2896

APPOINT DEPUTY CONSTABLE FOR PRECINCT #1 AND DECLARE EMERGENCY TO AMEND THE BUDGET:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, Henry Hejl, Constable of Precinct #1 was allowed to hire David William Green as Deputy Constable for the Constable Precinct #1 at a salary of \$1,092.00 monthly. Being declared an emergency to amend the budget \$14,008.20, which is to be re-allocated out of Precinct #1 Revenue Sharing fund.

This being approved, subject to the Constables further approval. Letter of request as follows.

Hon. Jodie Stavinoha Fort Bend County Judge

As the population of Precinct one grows along with the rest of Fort Bend County, the demand for services from the county increases. Continuing services already in existance for a larger number of people in itself necessitates more work from those delivering the services. Requests for additional service place additional strains on the existing work force.

The Constable's Office of Precinct One, like other Fort Bend County departments, has been cought up in the cycle between demands, services, and work force. Up to now, the Constable's Office, made up of the Constable the only full time employee and some part time deputies, has been able to serve civil paper's, enforce traffic laws, provide additional visibility of law enforcement authority, as well as assist in general law enforcement Fort Bend County has benefited financilly from activities. the Constable office's work. Records can prove that the Constable's Department of Precinct One has served more civil papers than any other Constable's Office in the county. This paper service provides income to the county as well as relieving a large work load from the Sheriff's Office. Traffic citations and other fine money collected from actions of the Constable's Office also add to the County's General Fund. All of this comes from a small, mostly volunteer, department. Recomendations from the County Judge's Traffic Safety Task Force, and crackdowns on trash dunmpers, destroyers of county traffic control signs, and drivers of four-wheel-drive vehicles all promise to add more demands from the small department.

In the past, this department has never asked the county for any large expenditures on its behalf. In fact, almost all the equipment used by the department has been bought through donations from concerned friends of the department and given to the county. Uniforms, guns, leather, badges, and other personal equipment have largely been paid for by the individual deputies. This has resulted in a law enforcement department that is well equipped for its size at almost no cost to the taxpayers of Fort Bend County.

As a result of the need for more work and standing of both quality work and physical donations to the county, I the Constable of Precinct One respectfully request the Commissioners Court of Fort Bend County see fit to allocate funds to this department to hire a full time Deputy Constable and also request that allocated monies be equal to any other full time Deputy Constable or Deputy Sheriff currently emoloyed by Fort Bend County.

H H Hej	1				<u>.</u>
Constab Precinc					
	e proposed app	nointee is N	ur David Wil	lnim Groon	
	- proposou upp	JOINTEE IS N	ni. David Hii	raim Green	I •
RE: APPROVAL O	OF CHANGE ORDER O	N FORT BEND C	OUNTY COURTHOUSE	ANNEX:	
	on of Commission				and the second of the second o
and duly passed	, the court auth	orized the ap	proval of change	order to ad	ljust hardware
allowance for t	he Fort Bend Cou	nty Courthous	e Annex, as foll	ows:	
					1
	CHA	NGE PR	OPOSAL		NO.:11
		• • •			
DO DELL CO			SUBMITTAL	DATE: 16	January, 1979
PG BELL CO P	. O. BOX 2651 • 45	11 DACOMA ROA	D		7, 23,
	OUSTON, TEXAS 770	01 • 713/681-240	REVISED DA	ATE:	
PROPOSAL ISSUED TO:			DJECT:	· · · · · · · · · · · · · · · · · · ·	
Christopher DiStef	ano & Associato	es #3	361 - Fort Bend	l County Co.	inthones Arres
1800 Saint James E Houston, Texas 77	'lace, Suite 50 '056	L		. Gourty Co.	ir thouse Annex
ATTENTION: MP		PRO	JECT: ARCHITECT . E	NGINEER . DESI	GNER
ATTENTION: MR. Jerome K	utach		Christopher Dis	tefano & As	ssociates
DESCRIPTION:					
Adjust Hard	ware Allowance				
	vare Allowance				
SCOPE OF WORK:	Sub-	Matanial		Labor	
	<u>Contractors</u>	Materials	Equipment	Bürden	TOTALS
l) Bartley Texas Builders Hardware	\$ 6,847.00				\$ 6,847.00
2) 0:4 3.1	\$ (9,000.00)				¢ (0 000 00)
2) Bid Allowance					
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2) Bid Allowance	\$ (2.153.00)	c			
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I thank you for your time and hope that you will grant my request

I remain;

Respectfully yours:

APPROVAL OF THE CONTRACT WITH CHRISTOPHER DISTEFANO, ARCHITECT FOR PROPOSED JAIL:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized that the contract with Christopher DiStefano, Architect on the proposed jail be approved subject to the deletion made by the District Attorney, same as in the Courthouse Annex Contract, and at a rate of 6.60%.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

10

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made as of the 26th

day of

in the year of Nineteen

Hundred and Seventy Nine

BETWEEN the Owner:

FORT BEND COUNTY

P. O. Box 368

Richmond, Texas 77469

and the Architect:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501 Houston, Texas 77056

For the following Project:

(Include detailed description of Project location and scope.)

Construction of Fort Bend County Jail in Richmond, Texas

The Owner and the Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

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The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 SCHEMATIC DESIGN PHASE

- 1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.
- 1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.
- **1.1.3** The Architect shall review with the Owner alternative approaches to design and construction of the Project.
- 1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- 1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 DESIGN DEVELOPMENT PHASE

- •1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
- **1.2.2** The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE

- 1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- **1.3.2** The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.
- 1.3.3 The Architect shall advise the Owner of any adjust-

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.
- 1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.
- 1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
- 1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

- **1.5.6** The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.
- 1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.
- 1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- 1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.
- 1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

- 1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
- 1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.
- 1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

- 1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.
- 1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.
- 1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

- **1.7.1** Providing analyses of the Owner's needs, and programming the requirements of the Project.
- **1.7.2** Providing financial feasibility or other special studies.
- 1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
- 1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.
- **1.7.7** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.
- **1.7.10** Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- **1.7.11** Providing services for planning tenant or rental spaces.
- 1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.
- 1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.
- **1.7.14** Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.
- 1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during con-

- struction, and furnishing services as may be required in connection with the replacement of such Work.
- 1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.
- **1.7.20** Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- **1.7.21** Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.
- 1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval, a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- 2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

- 2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.
- 2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.
- 2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
- **2.6** The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.
- 2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.
- **2.10** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

- **3.1.1** The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.
- 3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

signed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

- 3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.
- 3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.
- 3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.
- 3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

pensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICIE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly lupon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

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other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

- 9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.
- 9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- **9.3** The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 10

TERMINATION OF AGREEMENT

- 10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.
- 10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

- 10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:
 - .1 20 percent if termination occurs during the Schematic Design Phase; or
 - .2 10 percent if termination occurs during the Design Development Phase; or
 - .3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

- 11.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.
- 11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.
- 11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 14 BASIS OF COMPENSATION

\$ 3/2/79

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 ANINITIAL PAYMENT of

dollars (\$

shall be made upon execution of this Agreement and credited to the Owner's account as follows:

BASIC COMPENSATION 14.2

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Sompensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensa-

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Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

FEE: 6.60% of actual construction cost

Schematic Design Phase: Design Development Phase: **Construction Documents Phase:** Bidding or Negotiation Phase: **Construction Phase:**

percent (Thirty Five percent (35 %) Seventy Five percent (75 %) Eighty percent (80 %) One Hundred percent (100%)

FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraphi

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B141-1977 9

COMPENSATION FOR ADDITIONAL SERVICES

FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here in crt basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

14.4.2 FOR ADDITIONAL SERVICES OF CONSYLTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 18, if required.)

14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of) times the amounts expended by the Architect's employees and consultant in the interest of the Project.

Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is 14.6 due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.)

(Usury laws and r Owner's and Arch (Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

- The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:
- THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation 14.7.1 shall be equitably adjusted.
- 14.7.2 IF THE SERVICES covered by this Agreement have not been completed within

(3) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

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This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

FORT BEND COUNTY

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

STAVINOHA, County Judge

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized that Murillo Engineering & Testing Service, Inc. be engaged in performing service for foundation investigation for the Fort Bend County Jail site at a cost of \$975.00. Letter as follows:



Bearing the state of the

murillo engineering & testing service, inc.

5601 BINTLIFF DRIVE, SUITE 550 • (713) 782-0590 • HOUSTON, TEXAS 77036

Fort Bend County Engineers P. O. Box 1028 Rosenberg, Texas 77471

Attn: Mr. Stanley Kucherka, P.E.

Re.: Fort Bend County Jail Foundation Investigation

We are pleased to submit this proposal for a soil and foundation. The purpose of our engineering investigation will be to develop recommendations to determine foundation design allowables and pavement design.

Field exploration will consist of four (4) core borings drilled to a depth of twenty (20) feet below existing ground surface. Suitable representative portions of all samples will be sealed and packaged for transportation to our laboratory.

A laboratory testing program will be planned to determine the pertinent physical properties of the foundation soils.

An engineering analysis will be made of the field and laboratory data. From this analysis, recommendations for foundation design and pavement criteria will be developed. Our findings, conclusions, and recommendations will be presented in an engineering report.

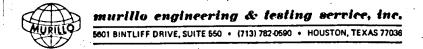
The estimated cost of our services is \$975.00. This estimated cost is predicated on the site being accessible to our truck-mounted equipment. If a tractor is required to pull the equipment on the site, this additional cost will be assumed by the client.

Upon approval of this estimate, we will begin the field exploration.

J. Ray Murillo, P.E.

January 29, 1979

Approved h	οу		I	Date	
	-	 			 •



PROPOSAL

FORT BEND COUNTY JAIL

Soil Exploration

80 L.F. 3" Core Boring @ \$6.50

\$ 520.00

Laboratory Testing

6 Atterberg Limits @ \$17.00	102.00
10 Unconfined Compressions @ \$15.00	150.00
14 Moisture Contents @ \$2.00	28.00

Engineering Analysis

10

Report Preparation - 10 Pages @ \$7.50 Engineering Studies - Lump Sum

75.00 100.00

TOTAL ESTIMATED COST \$ 975.00

RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR CAR FOR THE SHERIFFS' DEPARTMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to advertise for bids for car for the Sheriffs' Department, according to specification by Sheriffs' Department.

RE: CONSIDER AND POSSIBLY FILE CLAIM AGAINST RAILROAD COMPANY FOR SHERIFFS' DEPARTMENT VEHICLE INVOLVED IN ACCIDENT ON MARCH 8, 1977:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered that the District Attorny be instructed to proceed to file a claim against the Railroad Company for Sheriffs' Department vehicle involved in an accident on March 8, 1977.

The court recessed at 11:50 o'clock A. M. until 1:30 o'clock P.M.

The Court re-convened on February 26, 1979 at 1:30 o'clock P.M. when the following were had and the following orders were passed, to-wit:

RE: OPEN BIDS FOR SALE OF JAIL BONDS:

CONDITION OF SALE

Types of Bids and Interest Rates;

The Bonds will be sold in one block on an "All or None" basis, and at a price of not less than the par value thereof plus accrued interest to the date of delivery. Bidders are invited to name the rate(s) of interest to be borne by the Bonds, provided that each coupon rate bid must be in a multiple of 1/8th of 1% or 1/20th of 1%, and further provided that the highest coupon rate bid may not exceed the lowest coupon rate bid by more than 1% in coupon rate. No limitiation will be imposed upon bidders as to the number of rates or coupon changes which may be used; however, all Bonds of one maturity must bear one and the same rate. No bids involving supplemental coupons will be considered. Each bidder shall state in his bid the net and total interest costs in dollars and the net effective interest rate determined therefrom, which shall be considered informative only and not as a part of the bid.

The bids for the \$3,500,000.00 Fort Bend County, Texas Limited Tax Jail Building Bonds Series 1979, were opened and recorded as follows:

Bid of Allied Bank of Texas - Smith, Barney, Harris, Upham Respectfully Submitted by E. F. Hutton & Company, Inc.

Total Interest Cost from March 1, 1979\$1	,529,675.00
Less Cash Premium	-0-
Net Interest Cost\$1	,529,675.00
Effective Interest Rate	5.343843

Bid of Merril, Lynch, Pierce, Fenner & Smith Inc. - Fort Worth National Bank Respectfully submitted by Republic National Bank of Dallas

Total Interest Cost from March 1, 1979	\$1,531,687,50
Less Cash Premium	0-
Net Interest Cost	• • • • • • • • • • • • • • • • • • • •
Effective Interest Rate	

Bid of Bache, Halsey, Stuart, Shields - Bank of the Southwest First Southwest Co. - Ridder Peabody & Co. Inc. Respectfully submitted, by Rauscher Price Securities Corp.

Total Interest Cost from March 1, 1979	·\$1,540,500.	. 00
Less Cash Premium	-\$ 21.	75
Net Interest Cost	-\$1,540,478	25
Effective Interest Rate	- 5.381583	

Bid of Rowles, Winston Div. Cowen & Co. - Blyth Eastman Dillon & Co. Inc. First Boston Corporation
Respectfully submitted by National Bank of Commerce - Dallas
Greer Moreland Fostick Shepherd Inc. by Bob Schnakenberg

Total Interest Cost from March 1,	1979	\$1.533.075.00
Less Cash Premium		
Net Interest Cost		
Effective Interest Rate		5.355721

22 RE: ACCEPT BID FOR SALE OF JAIL BOND:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the low bid of First City National Bank of Houston, Texas, as shown on the attached bid, as follows:

Bid of C&C Southwest (An Agreement between Cullen Bank, HOuston and Citizens National Bank Dallas)- Fred Baker & Associates, San Antonio Capital National Bank, Houston Respectfully submitted by Dean Witter Reynolds Inc.

Bid of Underwood Neuhaus & Co. Inc. & Assoc. - First National Bank of Fort Worth Eppler, Guerin & Turner Inc. - Loeb, Rhoades, Hornblower & Co. Mercantile National Bank of Dallas, Chain, Webber, Jackson & Curtis Inc. Rotan Mosle, Inc.

Bid of First City National Bank of Houston

Bid of A. G. Becker Inc. N.Y. - Shearson Hayden Stone Inc. Texas Commerce Bank, Houston, Texas

RE: ACCEPT BIDS FOR SALE OF JAIL BONDS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the low bid of First City National Bank of HOuston, Texas as shown on the attached bid, as follows:

Honorable County Judge and Commissioners Court Fort Bend County Richmond, Texas

Gentlemen:

For your legally issued \$3,500,000 Fort Bend County Limited Tax Jail Building Bonds, Series 1979 (the "Bonds"), described in your Official Notice of Sale and Preliminary Official Statement, which are hereby made a part hereof, we will pay you a price of the par value thereof, plus accrued interest to the date the Bonds are delivered to us, plus a cash premium of \$\frac{None}{\text{None}}\$, provided the Bonds bear interest at the following rate(s):

Maturity	Interest Rate		Maturity	<u>Interest Rate</u>
* 3-1-1980	6.00	*	3-1-1988	5.15
3-1-1981	6.00	*	3-1-1989	5.15
3-1-1982	6.00	*	3-1-1990	5.20
3-1-1983	5,75	*	3-1-1991	5.20 %
3-1-1984	5.10	<u>.</u> %	3-1-1992	5,20 %
3-1-1985	5.15	<u>*</u>	3-1-1993	5.25
3-1-1986	5.15	- %	3-1-1994	5.25 %
3-1-1987	5.15	<u> </u>		

Cashier's Check No. issued by

Bank, Austin, Texas, and payable to your order in the amount of \$70,000 (is attached hereto) (has been made available to you prior to the opening of this bid) as a Good faith Deposit for disposition in accordance with the terms of the Official Notice of Sale. Should we fail or refuse to make payment for the Bonds in accordance with the terms and conditions set forth in the Official Notice of Sale, this check shall be cashed, and the proceeds retained as complete liquidated damages against us.

					Respectfully submitted,
•					First City National Bank of Houston
٠.		•	• • • • • •		
	•			•	By: / A Code
					By: Authorized Signature WILLIAM G. MESSER, Vice President

THE STATE OF TEXAS

COUNTY OF FORT BEND

The Commissioners Court of the County of Fort Bend, Texas, convened in regular session at a regular term of said Court, open to the public, on the 26th day of February, 1979, in the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said Court, to-wit:

Jodie E. Stavinoha Johnnie Pustka W. Lee Schmidt Tony Jebbia Ed H. Helwig

County Judge Commissioner, Pct. 1 Commissioner, Pct. 2 Commissioner, Pct. 3 Commissioner, Pct. 4

and all of said persons were present, except the following absentees:

thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written order entitled:

ORDER AUTHORIZING THE ISSUANCE OF \$3,500,000 FORT BEND COUNTY, TEXAS, LIMITED TAX JAIL BUILDING BONDS, SERIES 1979

(the "Order") was duly introduced for the consideration of the Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES:

Commissioners Pustka, Wenzel, Jebbia

and Helwig.

NOES:

None.

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER AUTHORIZING THE ISSUANCE OF \$3,500,000 FORT BEND COUNTY, TEXAS, LIMITED TAX JAIL BUILDING BONDS, SERIES 1979

THE STATE OF TEXAS S
COUNTY OF FORT BEND S

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at an election held in and throughout Fort Bend County, Texas, on the 2nd day of December, 1978; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, deems it advisable to proceed to issue said bonds;

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1. The negotiable, serial, coupon bonds of Fort
Bend County, Texas (the "County"), to be designated FORT BEND
COUNTY, TEXAS, LIMITED TAX JAIL BUILDING BONDS, SERIES 1979
(hereinafter called the "Bonds"), are hereby authorized to be
issued and delivered in the principal amount of \$3,500,000 for
the purpose of the CONSTRUCTION, RECONSTRUCTION, REMODELING,
IMPROVEMENT AND EQUIPMENT OF JAILS, WITH FIRST PRIORITY TO BE
GIVEN TO THE CONSTRUCTION AND EQUIPMENT OF A NEW JAIL BUILDING
AND THE RECONSTRUCTION AND EQUIPMENT OF THE EXISTING JAIL BUILDING
TO ACCOMMODATE JUVENILES.

Section 2. The Bonds shall be dated March 1, 1979, shall be numbered consecutively from 1 through 700, shall be in the denomination of \$5,000 each, and shall mature serially on March 1 of each of the years, and in the amounts, respectively, as set forth in the following schedule:

•	YEAR	AMOUNT		YEAR	AMOUNT
	1980	\$225,000		1988	\$225,000
	1981	225,000	the second second	1989	225,000
	1982	225,000		1990	250,000
	1983	225,000		1991	250,000
•	1984	225,000		1992	250,000
	1985	225,000		1993	250,000
	1986	225,000		1994	250,000
	1987	225,000			

Section 3. The Bonds shall bear interest per annum at the following rates, respectively, to-wit:

Bonds maturing 1980 through 1982, 6 %

Bonds maturing 19 through 1983, 53/4 %

Bonds maturing 19 through 1984, 5.10 %

Bonds maturing 1985 through 1987, 5.15 %

Bonds maturing 1990 through 1992, 5.25 %

Bonds maturing 1993 through 1994, 525 %

Bonds maturing 19 through 19, 8

evidenced by interest coupons which shall appertain to the Bonds and which shall be payable on the dates indicated in the FORM OF BOND set forth in this order.

Section 4. The Bonds, and the interest coupons appertaining thereto, shall be payable, shall have the characteristics, and shall be signed and executed (and the Bonds shall be sealed), all as provided and in the manner indicated in the FORM OF BOND set forth in this order.

Section 5. The form of the Bonds, including the form of registration certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of the Bonds, and the form of the aforesaid interest coupons which shall appertain and be attached initially to each of the Bonds, shall be, respectively, substantially as follows:

FORM OF BOND:

NO.

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\$5,000

UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF FORT BEND

FORT BEND COUNTY, TEXAS, LIMITED TAX JAIL BUILDING BOND SERIES 1979

ON MARCH 1, _____, FORT BEND COUNTY, TEXAS, promises to pay to bearer the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of _______ % per annum, evidenced by interest coupons payable September 1, 1979, and semiannually thereafter on each March 1 and September 1 while this Bond is outstanding. The principal of this Bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this Bond or proper interest coupon at the FIRST CITY NATIONAL BANK OF HOUSTON, Houston, Texas, which shall be the paying agent for this series of Bonds.

THIS BOND is one of a series of negotiable, serial, coupon Bonds, dated March 1, 1979, numbered consecutively from 1 through 700, in the denomination of \$5,000 each, issued in the aggregate principal amount of \$3,500,000 in accordance with the Constitution and laws of the State of Texas, including particularly Article 2370b, V.T.C.S., and pursuant to an order duly adopted by the Commissioners Court of Fort Bend County for the purpose of the CONSTRUCTION, RECONSTRUCTION, REMODELING, IMPROVEMENT AND EQUIPMENT OF JAILS, WITH FIRST PRIORITY TO BE GIVEN TO THE CONSTRUCTION AND EQUIPMENT OF A NEW JAIL BUILDING AND THE RECONSTRUCTION AND EQUIPMENT OF THE EXISTING JAIL BUILDING TO ACCOMMODATE JUVENILES.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly voted, authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond, have been performed, existed, and been done in accordance with law; and that annual

ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County and have been pledged for such payment within the limits prescribed by law.

IN WITNESS WHEREOF, the Commissioners Court of Fort Bend County, Texas, has caused the official seal of said Commissioners Court to be impressed, or placed in facsimile hereon, this Bond to be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their facsimile signatures, and the interest coupons hereto attached to be signed by the facsimile signatures of the County Judge and County Clerk.

COUNTERSIGNED:

County Judge, Fort Bend County,

xxxxxxxxxxxxxxx

County Clerk, Fort Bend County, Texas

REGISTERED:

Texas

(SEAL)

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FORM OF REGISTRATION CERTIFICATE:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I HEREBY CERTIFY that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal this _____

xxxxxxxxxxxx

(SEAL)

Comptroller of Public Accounts of the State of Texas

FORM OF INTEREST COUPON:

	• .	•	*	خ
\sim		,		S

ON		**	,	1,	,	,

FORT BEND COUNTY, in the State of Texas, hereby PROMISES TO PAY TO BEARER, without exchange or collection charges, the amount shown on this interest coupon, in lawful money of the United States of America, upon presentation and surrender of this interest coupon, at the FIRST CITY NATIONAL BANK OF HOUSTON, Houston, Texas, said amount being interest due that day on the Bond bearing the number hereinafter designated of that issue of FORT BEND COUNTY, TEXAS, LIMITED TAX JAIL BUILDING BONDS, SERIES 1979, dated March 1, 1979. Bond No. ______.

· XX	XXXXXX	XXXXXXX	x	
County	Judge			

Section 7. The approving opinion of Vinson & Elkins,
Houston, Texas, and Cusip Numbers may be printed on the backs
of the Bonds, but errors in or omission of such printed opinion,
or errors in or omissions of such numbers, shall have no effect
whatever on the validity of the Bonds.

Section 8. A special fund or account, to be designated the "Fort Bend County, Texas, Limited Tax Jail Building Bonds, Series 1979, Interest and Sinking Fund" (hereinafter called the "Interest and Sinking Fund"), is hereby created and shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest coupons appertaining thereto are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient

to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures, but never less than 2% of the original principal amount of the Bonds as a sinking fund each year; and said tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax are hereby levied, and are hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest coupons appertaining thereto are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment within the limits prescribed by law.

Section 9. Immediately following delivery of the Bonds to the purchaser thereof, the accrued interest and premium, if any, shall be deposited in the Interest and Sinking Fund.

Section 10. The Commissioners Court certifies that based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the Commissioners Court reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion of the Bonds to be an "arbitrage bond" under Section 103(c)(2) of the Internal Revenue Code of 1954, as amended, and the regulations prescribed thereunder. Furthermore, all officers, employees and agents of the County are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Commissioners Court as of the date the Bonds are delivered

and paid for. In particular, all or any officers of the County are authorized to certify for the County the facts and circumstances and reasonable expectations of the County on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the Commissioners Court covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds of the Bonds and take such other and further actions as may be required so that the Bonds shall not be "arbitrage bonds" under Section 103(c)(2) of the Internal Revenue Code of 1954, as amended, and the regulations prescribed from time to time thereunder.

Section 11. The County Judge of the County is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas.

Upon registration of the Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be printed and endorsed on each Bond; and the seal of the Comptroller shall be impressed, or placed in facsimile, on each of the Bonds.

Section 12. The Bonds are hereby sold and shall be delivered to FIRST CIRTY MATRICE COE

HOWNTON for the par value thereof and accrued interest
thereon to date of delivery, plus a premium of \$- 0 -, subject to the unqualified approving opinions, as to the legality
of the Bonds, of the Attorney General of the State of Texas
and of Vinson & Elkins, Houston, Texas, market attorneys.

Section 13. The County Judge, County Clerk, County Treasurer and other appropriate officials of the County are hereby

authorized and directed to do any and all things necessary or convenient to carry out the provisions of this order.

Section 14. The Official Notice of Sale, Official Statement and Official Bid Form submitted to this Commissioners Court are hereby approved for use in connection with the solicitation of bids for and sale and distribution of the Bonds.

Section 15. It is hereby officially found and determined that the need of the County for such financing creates an emergency and an urgent public necessity for the holding, at the scheduled time, of the meeting of the Commissioners Court at which this order is adopted and for the adoption of this order; and the NOTICE OF MEETING relating to said meeting and heretofore posted by the County Clerk, and the posting thereof, is hereby authorized, approved and ratified.

PASSED AND APPROVED this 26th day of February, 1979.

County Judge

Commissioner, Precinct No. 1

Commissioner, Precinct No. 2

Commissioner Bracingt No.

Commissioner, Precinct No. 4

ATTEST:

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County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas

(COMM.CT.SEAL)

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The Court recessed at 2:40 o'clock P.M. until March 1, 1979 at 9:00 o'clock A. M.

The Court re-convened at 9:30 o'clock A. M. on March 1, 1979, when the following were had and the following orders were passed, to-wit:

RE: DISCUSS JAIL PLANS WITH THE ARCHITECT CHRISTOPHER DISTEFANO:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the Architect Christopher DiStefano be allowed to go ahead with the working drawings and come up with the preliminary plans on the the Fort Bend County Jail.

The court recessed at 10:45 o'clock A. M. until 1:30 o'clock P.M. on March 1, 1979, to approve bills.

The court re-convened at 1:30 o'clock P.M. when the following were had and the following order was passed, to-wit:

75 RE: APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners' Court in person in February (said sheets in said boosk being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed and approved.

There being no further business the court adjourned at 2:30 o'clock P.M.

COUNTY JUDGE

ATTEST:

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 5th day of March, 1979, the Commissioners!

Court of Fort Bend County met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On MOtion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the minutes of Special Session of February 26, 1979, as corrected.

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County Judge Jodie E. Stavinoha read the following letter from the Texas A&M
University System concerning the Juvenile Delinquency-Prevention and Control Class at
Missouri City, Texas. Letter as follows:

THE TEXAS A&M UNIVERSITY SYSTEM TEXAS ENGINEERING EXTENSION SERVICE

F.E. DRAWER K
COLLEGE STATION, TEXAS 77843

LAW ENFORCEMENT AND SECURITY TRAINING DIVISION

713-779-3880 Ext. 391 or 392

February 27, 1979

Honorable Jodie Stavinoha County Judge Ft Bend County Richmond, Texas 77469

Dear Judge Stavinoha:

We at the Law Enforcement and Security Training Division of the Texas Engineering Extension Service, Texas A&M University System, would like to express our appreciation for the very capable assistance of Mr. Mike Humpries and Mr. Fred Felcmen.

These two gentlemen taught in a Juvenile Delinquency-Prevention and Control class at Missouri City on Wednesday, February 21, 1979. Both of these men are very knowledgable in their subjects. The class was very impressed with both speakers.

Again, we are grateful to Ft. Bend County for allowing these two men to help us in this class.

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Yours truly,

Ira E. Scott, Chief Law Enforcement and Security Training Division

(haul Mene

By: Charles R. Kenner
Associate Training Specialist
Law Enforcement and Security
Training Division

CRK:bh

3 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the following changes in depository pledge contracts;

The First National Bank of Richmond, Texas to release the following

\$200,000.00 U. S. Treasury Bills due 3/15/79, receipt #207947

\$200,000.00 U. S. Treasury Bills due 3/15/79, receipt #306242

\$200,000.00 U. S. Treasury Bills due 3/8/79, Receipt \$305941 not to be replaced.

RE: ACCEPT LOW BID OF NEEDTEX SUPPLY COMANY FOR 1 NEW RUBBER TIRE FRONT-END LOADER FOR PRECINCT #2:

On MOtion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia and duly passed, the court accepted the low bid of Needtex Supply Company for 1 Rubber Tire Front End Loader with cab, net bid of \$31,714.00.

FOR THE FORT BEND COUNTY AMBULANCE SERVICE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the bid of Superior South West Inc. for one new ambulance for the Fort Bend County Ambulance Service in the amount of \$25,025.78 less and 1%/less trade-in of GMC in the amount of \$3,000.00, being a net total of \$21,775.52.

RE: ACCEPT LOW BID OF GEORGE PHARIS CHEVROLET, SUGAR LAND, TEXAS FOR ONE PICK-UP TRUCK FOR THE FORT BEND COUNTY HEALTH DEPARTMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the low bid of George Pharis Chevrolet for one pick-up truck for the Fort Bend County Health Department. Bid per unit \$4,228.12 plus optional equipment of side tire Car. \$17.94, Power Steering \$154.44, A/C \$447.72. being Total of \$4848.22.

/ RE: ACCEPT ALL BIDS ON ROAD MATERIAL FOR FORT BEND COUNTY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted all bids on Road Material for Fort Bend County, on the availabilty of material. Bids as follows:

MONDAY. FEBRUARY 26, 1979 - 9:00 A. M.

7 290 7 X •	2, Boy n, Tey hwest	Crushed Stone Base,	Parker Brothers & Co P. O. Box 107 Houston, Tx.		FIRM	
, , , , , , , , , , , , , , , , , , , ,	*THIS PRICE INCREASE FR un gravel base from	e requirements listed on bid form.	. sieve - 0 to 5%. Retain on No. 4 sieve - 30 to Retained on No. 40 sieve 65 to 85%. Material pasthe No. 40 sieve shall as Soil Binder & Shall	THD ITEM 236 - Grade 1 Road	GRAVEL BASE MATERIAL	
at Columbus, Tx \$4.00 per ton	THE RAILROAD		Ton	FOB Altair, Tx. \$3.00 Net Per	BID PRICE	
(Price subject to change with freight	THERE IS A FREIGHT OR MATERIAL INCREASE AND MATERIAL INCREASE FROM OUR SUPPLIERS THDS #248	LIMESTONE BASE AT ARCOLA, TEXAS.	t rate 19 Fulsher \$4.20 .37 Dewalt \$4.43 A Needville \$4.37	. THD Item 242 - Grude l Specifications see bid form	⊢	ROAD MATERIAL
Southwest Paving Ma Co., Inc.'s yard at Texas. increase.)	IN THE FUTURE .) \$7.75 per to	* \$9.86 per cu. yd. loaded on	Rosenberg \$4.20 rcola \$4.53	FOB New Braunfels, Tx. \$1.55	BID PRICE	

BID FORM

FOR: .FORT BEND COUNTY

MONDAY, FEBRUARY 26, 1979 - 9:00 A.M.

ROAD MATERIALS

THE UNDERSIGNED BIDDER will provide the following type of materials at the prices quoted below. Bid prices shall be effective for a period of six months and shall be renewable for another six months provided that both parties agree.

PLEASE SUBMIT ALL FORMS IN DUPLICATE

ITEM # 1

GRAVEL BASE MATERIAL

Please give complete specifications:

Retained on 1-3/4" sieve - 0 to 5% Retained on No. 4 sieve - 30 to 75%

Retained on No. 40 sieve - 65 to 85%. Material passing the No. 40 sieve shall be known as "Soil Binder" and shall meet the following requirements when prepared in accordance with Test Method Tex-101-E procedure: The liquid limit shall not exceed - 35. The plasticity index 10

BID PRICE ITEM # 1** FOB Altair, Texas \$3.00 Net Per Ton

ITEM # 3

LIMESTONE BASE MATERIAL (Give bid loaded on railroad cars at plant and then list present railroad freight rates.)

Please give complete specifications on quality and size of material including highway specifications.

** Trailer Truck Rate From Altair Will Be \$0.065 Cents Per Road Mile.

T.H.D. ITEM 242 - Grade 1 When properly slaked and tested by standard T.H.D. Labortory methods, the flexible base material shall meet the following requirements: Retained on 1-3/4" sieve - 0% Retained on 1" sieve - 5 to 25% Retained on 1/2" sieve - 30 to 50% Retained on No. 4 sieve - 45 to 65% Retained on No. 40 sieve - 70 to 80%. Material passing the No. 40 sieve shall be known as "Soil Binder" and shall meet the following requirements when prepared in accordance with Test Method Tex-101-E procedure: The liquid limit shall not exceed - 40, The plasticity index shall not exceed - 10. PRESENT FREIGHT RATE: Simonton - 4.19 Fulsher - 4.20 Rosenberg - 4.20 Needville - 4.37 Dewalt - 4.43 Sugarland - 4.37 Arcola - 4.53 Fresno - 4.53

BID PRICE ITEM # 2 FOB New Braunfels, TX \$1.55

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

FIRM PARKER BROTHERS & CO., INC.

BA

DATE February 16, 1979

ADDRESS P. O. BOX 107 Houston, TX 77001

-4-

Crushed Stone Base, Inc.

RT. 2, BOX 126 ALVIN, TEXAS 77511 PH. - 713-393-1617

February 12, 1979.

JUDGE JOSH GATES & COMMISSIONERS OF FORT BEND COUNTY RICHMOND, TEXAS

Dear Sirs:

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We appreciate the opportunity to quote the following price on Limestone Base material at Arcola, Texas.

\$ 9.86 per cu. yd. loaded on your truck

This price may increase if there is a freight or material increase in the future. (Freight increase from the railroad and Material increase from our Suppliers.)

Yours truly

This Water

Jack Waters

President

BID FORM

FOR: FORT BEND COUNTY

MONDAY, FEBRUARY 26, 1979 - 9:00 A.M.

ROAL MATERIALS
THE UNDERSIGNED BIDDER will provide the following type of materials at the prices quoted below. Bid prices shall be effective for a period of six months and shall be renewable for another six months provided that both parties agree.
PLEASE SUBMIT ALL FORMS IN DUPLICATE
*XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
TEM : ! GRAVEL BASE MATERIAL Please give complete specifications:
Pit run gravel base from Daley & Holland Materials. Inc.
is \$1.00 per ton at the Columbus, Texas, gravel pit.
Present freight rate to Fort Bend County Barn - Precinct #3
is \$4.00 per ton
BID PRICE ITEM # 1 B1.30-Pit/\$5.00-Delivered

FM #
I (MESTONE BASE MATERIAL Coive bid loaded on railroad cars at plant and and less present railroad freight rates.)
please give complete specifications on quality and size of material and additional specifications.
Limestone Base Material - Texas Highway Department
Suscifications # 248 - \$7.75 per ton loaded on
Fort Bend County Trucks at Southwest Paving Materials
Co., Inc.'s yard at Stafford, Texas.
(Price_subject to change with freight increase.)
BID PRICE HEM # 2 \$7.75 per ton
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
WITH THE RESERVENCE RESERVENCE RESERVENCE AND AND ALL BIDS AND TO
THE TAXABLE AND THE TAXABLE AN
in Southwest Faving Materials Co., Inc. 11 J. J. Donald
F.O.Box 27%, Sugarland, Texas 77478 ATF February 23, 1979

RE: APPROVE ORDER FOR ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the order for election of officer of the Town of Thompsons, Texas, as follows:

THE STATE OF TEXAS

COUNTY OF FORT BEND

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ORDER FOR ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

WHEREAS, by Order Declaring Incorporation of the Town of Thompsons, Texas, duly signed by the undersigned County Judge on January 29, 1979, and duly entered in Volume 9, Page _____, et seq., of the Official Minutes of the Commissioners Court of Fort Bend County, Texas (reference to which Order and entry is hereby made for all purposes), it was found, declared and so ordered that a majority of the votes cast at an election legally held on January 20, 1979 upon the proposition and question of the proposed incorporation of the Town of Thompsons, Texas, were cast in favor of incorporation and that therefore the inhabitants of such town are legally and validly incorporated within its boundaries as designated in such Order; and

WHEREAS, pursuant to an Order Nun Pro Tunc duly signed by the undersigned County Judge on January 30, 1979, and duly entered in Volume 9, Page ______, et seq. of the official Minutes of the Commissioners Court of Fort Bend County, Texas (reference to which Order and entry is hereby made for all purposes), the Application for Incorporation of the Town of Thompsons, Fort Bend County, Texas; the Election Order thereon, the Order Designating Election Precinct and Polling Place and the Notice of Special Election for the aforesaid incorporation election were duly recorded and entered in the official Minutes of the Commissioners Court of Fort Bend County, Texas, effective as though originally and duly recorded in said minutes as of the respective dates thereof; and

WHEREAS, pursuant to the aforesaid Order declaring incorporation, a certified copy thereof was duly recorded in Volume 820, Page 503, et seq., of the Deed Records of Fort Bend County, Texas, and the Plat of the Town of Thompsons, Texas, was duly

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recorded in Volume 820, Page 507, et seq., of such records (reference to which instruments and their records is hereby made for all purposes, including a description of the boundaries of the Town of Thompsons, Texas, as designated and depicted thereby); and

WHEREAS, TEX. REV. CIV. STAT. ANN. Art. 1141 (1963) provides that the undersigned County Judge shall immediately order an election for a mayor, a marshal and five aldermen for the Town of Thompsons, Texas, and that no person shall be eligible to any of said offices unless he shall have attained the age of eighteen years, shall have resided within the limits of the Town of Thompsons, Texas, for six months next preceding election and shall be a qualified elector under the laws of this State.

Accordingly, it is hereby ORDERED as follows:

I

That an election be held in the Thompsons Election

Precinct at its polling place, both hereinafter designated, on Saturday,

April 7, 1979, between the hours of 7:00 a.m. and 7:00 p.m. for

the purpose of electing a mayor, a marshal and five aldermen

for the Town of Thompsons, Texas, and that only those candidates

for such offices as possess the qualifications hereinabove

recited therefor shall be eligible to have their names printed

upon the official ballot to be used at such election;

II.

That, pursuant to Tex. Election Code Ann. art. 2.02, there is hereby designated only one election precinct and polling place therein for the conduct of such election; that the name of such precinct is hereby designated as the "THOMPSONS ELECTION PRECINCT"; that the boundaries of the Thompsons Election Precinct are hereby designated to be the same as those designated and depicted as the corporate boundaries for the Town of Thompsons, Texas, in the aforesaid certified copy of Order declaring incorporation recorded in Volume 820, Page 503, et seq., of the Deed Records

of Fort Bend County, Texas, and plat recorded in Volume 820, Page 507, et seq., of such records; and that the Thompsons General Mercantile Store, located at 14539 Thompsons (F.M. 2359) Road in the Town of Thompsons, Texas, is hereby designated as the polling place for the Thompsons Election Precinct at which such election shall be held and conducted;

III.

That Mrs. Rose Marie Jaynes and Mrs. C. J. Schumann, both qualified voters of the Thompsons Election Precinct, are hereby respectively appointed as Presiding Judge and Alternate Presiding Judge for the Thompsons Election Precinct and the conduct of such election; that the maximum number of clerks which may be appointed to serve in such precinct at such election is hereby fixed at two; and that the said Presiding Judge shall appoint two clerks who are qualified voters of such precinct to assist in the proper conduct of such election, one of whom shall be the said Alternate Presiding Judge in the event the said Presiding Judge is able to serve and actually conducts such election;

IV.

That absentee voting in such election shall be conducted at the said Thompsons General Mercantile Store between the hours of 9:00 a.m. and 5:00 p.m. on each day which is not a Saturday, Sunday or official State holiday, commencing on Monday, March 19, 1979, and continuing through Tuesday, April 3, 1979, and that E. J. Hall, a qualified voter of the Thompsons Election Precinct whose address to which ballot applications and ballots voted by mail may be sent is P. O. Box 27, Thompsons, Texas 77481, is hereby appointed as Clerk for Absentee Voting in such election and required to keep his office open and to conduct such absentee voting at such place, on such dates and at such times; and

۷.

That prior notice of such election be duly given in the

manner and for the length of time as provided by applicable law, and that such election be duly held and conducted and returns thereof made in accordance with applicable law and this Order.

SIGNED and ENTERED this 27th day of Jelman

1979

JODIE E. STAVINOHA,
County Judge of Fort Bend County, Texas

THE STATE OF TEXAS

COUNTY OF FORT BEND

NOTICE OF ELECTION OF OFFICERS

OF THE TOWN OF THOMPSONS, TEXAS

T0:

ALL QUALIFIED VOTERS OF THE TOWN OF THOMPSONS, TEXAS, AND THE THOMPSONS ELECTION PRECINCT:

TAKE NOTICE! that pursuant to the undersigned County Judge's Order for Election of Officers of the Town of Thompsons, Texas, of even date herewith, an election will be held at the Thompsons General Mercantile Store located at 14539 Thompsons (F.M. 2359) Road in the Town of Thompsons, Texas, same being the polling place of the above-named election precinct as designated in such order, on Saturday, April 7, 1979, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing a mayor, a marshal and five aldermen for the Town of Thompsons, Texas.

TAKE FURTHER NOTICE! That absentee voting in such election will be conducted at the said Thompsons General Mercantile Store between the hours of 9:00 a.m. and 5:00 p.m. on each day which is not a Saturday, Sunday or official State holiday, commencing on Monday, March 19, 1979, and continuing through Tuesday, April 3, 1979.

TAKE FURTHER NOTICE! that the address of the appointed clerk for absentee voting in such election to which ballot applications and ballots voted by mail may be sent is as follows:

E. J. Hall
P. O. Box 27
Thompsons, Texas 77481

SIGNED this 2 day of February, 1979.

OUNTY JUDGE OF FORT BEND COUNTY, TEXAS

ESTADO DE TEJAS
CONDADO DE FORT BEND

AVISO DE ELECCION DE OFICIALES DEL PUEBLO DE THOMPSONS, TEJAS

A: TODOS LOS VOTANTES CALIFICADOS DEL PUEBLO DE THOMPSONS, TEJAS, Y DEL PRECINTO THOMPSONS DE ELECCION

iTOMESE CUENTA! de que según la Orden Por Elección de Oficiales del Pueblo de Thompsons, Tejas, del Juez de Condado suscrito en fecha de llano en la presente, una elección tendra lugar en la Tienda de Mercancia General de Thompsons situada en 14539 Thompsons Road (Carretera Thompsons) o (F.M. 2359) en el Pueblo de Thompsons, Tejas, la misma es el sitio de votación del precinto de elección mencionado anteriormente pues designado en dicha orden, el sábado, 7 de abril de 1979, entre las 7:00 de la mañana y las 7:00 de la noche, con el propósito de elegir un alcalde, un mariscal y cinco regidores por el Pueblo de Thompsons, Tejas.

into interest interest in interest interest in interest in interest interest interest interest in interest inte

i<u>TOMESE CUENTA ADEMAS</u>! de que la dirección del dependiente designado a cargo de la votación en ausencia en dicha elección a la cual se podrán mandar por correo las solicitudes de boletas y boletas votadas, será la siguiente:

E. J. Hall
P. O. Box 27
Thompsons, Texas 77481

FIRMADO este dia 22 de febrero de 1979.

JODIE E. STAVINOHA.

JUEZ DE CONDADO DE FORT BEND CONDADO DE FORT BEND, TEXAS

THE STATE OF TEXAS
COUNTY OF FORT BEND

WRIT OF ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

TO: MRS. ROSE MARIE JAYNES, PRESIDING JUDGE OF THE THOMPSONS ELECTION PRECINCT:

You are hereby notified that pursuant to the undersigned County Judge's Order for Election of Officers of the Town of Thompsons, Texas, of even date herewith, you are to hold an election on Saturday, April 7, 1979, in the above named election precinct at its polling place, same being the Thompsons General Mercantile Store located at 14539 Thompsons (F.M. 2359) Road in the Town of Thompsons, Texas, for the purpose of electing a mayor, a marshal and five aldermen for the Town of Thompsons, Texas.

You shall keep the polls open during the hours from 7:00 a.m. to 7:00 p.m. at such election and you shall conduct the same in accordance with applicable provisions of the Texas Election Code.

You shall appoint two clerks who are qualified voters of said precinct to assist you in the proper conduct of such election, one of whom shall be Mrs. C. J. Schumann, the Alternate Presiding Judge appointed in said order, in the event you are able to and actually conduct such election as Presiding Judge.

You are hereby advised that absentee voting in such election shall be conducted at said polling place between 9:00 a.m. and 5:00 p.m. on each day which is not a Saturday, Sunday or official State holiday, commencing on March 19, 1979, and continuing through April 3, 1979, and that E. J. Hall, a qualified voter of said precinct, was appointed in said order as Clerk for Absentee Voting. You are directed to advise the said E. J. Hall of his duty to so conduct absentee voting in such election in accordance with applicable provisions of the Texas Election Code.

SIGNED this 27th day of February, 1979.

JODIE E. STAVINOHA, COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

RE: APPROVAL OF SALARIES FOR ADULT PROBATION DEPARTMENT:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia,

and duly passed, the court approved the salaries for the Adult Probation Department

effective February 1, 1979, through August 31, 1979, as follows: Salaries to be paid by the State.

23rd JUDICIAL DISTRICT ADULT PROBATION SERVICE BUDGET APPROVED SALARY SCHEDULE BEGINNING FEBRUARY 1st, 1979 THROUGH AUGUST 31st,

1979

TITLE	NAME	SALARY PER MONTH T	RAVEL PER MONTH
FORT BEND COUNTY			
Chief Probation Officer	A.E. Dobson, Jr.	1,418.	150.
Probation Officer	Gary Lacina	1,244.	150.
Officer Manager	Rae Mersiovsky	846.	
Secretary	Mary Baladez	706.	
Secretary	Linda S. King	706.	

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ATTEST:

APPROVED:

Pearl Ellett County Clerk Fort Bend County

Johnnie Puska

commissioner Pct. #1

Fort Bend County

Jodie Stavinoha

County Judge

Tony Jebia

Commissioner Pct. #3

W. Lee Schmidt

Commissioner Pct. #2

Ed Helwig

Commissioner Pct. #4

3-5-79

RE: APPROVAL OF 1978 TAX ROLL:

County Tax Assessor/Collector informed the court that the 1978 tax roll was not ready to be presented to the court. To be presented at another court meeting.

) D RE: FORT BEND COUNTY CHILD WELFARE BOARD FOR APPROVAL OF THREE ADDITIONAL MEMBERS TO BE APPOINTED TO THE WELFARE BOARD:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the appointment of three additional members to the Fort Bend County Child Welfare Board. Being Mr. Gerald Matthew from precinct #1, Mrs. Diane Wilson from Precinct #3 and Mr. Joe Tyson from Precinct #3. The following letter read in open court.

Texas Department of Human Resources

February 28, 1979



Fort Bend (ounty (omnissioners (ounty (omnissioners (ourt (ourt House Richmond, Texas 77469 JEROME CHAPMAN
Commissioner

BOARD MEMBERS
HILMAR G MOORE
Chairman, Richmond
JAMIE H. CLEMENTS
Temple

Dear Commissioners,

As of the conclusion of the Fort Bend (ounty (hild Welfare Board Meeting, on January 17, 1979, there were only seven members of the Board. It is our sincere hope that by the end of the year, there will be a full compliment of fifteen members representing the entire (ounty. The seven members are: Mr. Ron Pope, (hairman, Fr. Jack Broussard, Vice-Chairman, Mrs. Paula Wedegartner, Secretary, Mr. Joe Hernandez, Treasurer, Mrs. Sandra (able, Fr. Jamie Abercrombie and Mrs. M. Martin.

At this time we would like yo submit these three people for appointment to the Board: Mr. Gerald Matthews from Precinct #1 - a Fireman in Risenberg, Mrs. Diane Wilson from Precinct #3 - an ex-foster parent from Missouri (ity, and Mr. Joe Tyson from Precinct #3 - an ambulance driver from Stafford.

We have some other possibles, but more time is needed to see if they can attend our regular meetings. We are still looking for representatives from Needville, Kendleton, Arcala and Siminton areas. Any and all suggestions would be deeply appreciated.

Thank you for your prompt attention on the three names submitted above. We will keep the Court informed as to our progress.

Respectfully submitted,

Mrs. Paula Wedegartner Secretary of the Board

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The Fort Bend County (hild Welfare Board wishes to be placed on the agenda and the enclosed letter to be read at the next meeting of the Commissioners Court.

Thank You,

Mrs. Paula Wedegartner

12 RE: TRANSFER OF SHERIFFS' DEPARTMENT VEHICLE, WHICH WAS TO BE USED AS A TRADE-IN, TO THE JUVENILE PROBATION DEPARTMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized that one of the Sheriffs Department automobiles not be traded in and transferred to the Juvenile Probation Department. \$1218.50 to be transferred out of Juvenile Probation Budget to the Sheriffs' Budget.

PASS RESOLUTION ON S.B. 272 TO CONSIDER SUPPORT OF LEGISLATION BEFORE THE TEXAS SENATE MANDATING THE STATE, RATHER THAN COUNTIES TO PAY FOR COURT-APPOINTED COUNSELS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court passed resolution on S.B. 272 to consider support of Legislation before the Texas Senate mandating the State. rather than Counties to pay for Court-appointed counsels. Letter from Texas Association of Counties, as follows:

TEXAS ASSOCIATION OF COUNTIES

Mutual Savings Bldg.

Austin, Texas 78701

(512) 478-8753

1011 Congress Avenue

Sam E. Clonts
Executive Director

Mailing Address: P.O. Box 2131 78768

Suite 411

February 14, 1979

TO: COMMISSIONER'S COURT

RE: S.B. 272 filed by Senator E.L. Short

FROM: Sam E. Clonts, Executive Director

Senate Bill 272 has been introduced in the Texas Senate by Senator E.L. Short. This bill amends Article 26.05, Section 1 of the Code of Criminal Procedure. The bill states that the court would certify the amount to be paid court-appointed counsel, who has been appointed to defend someone accused of a felony or a misdemeanor punishable by imprisonment, following the minimum fee schedule. After the court has certified the amount due the attorney, the Comptroller of Public Accounts of Texas would issue a warrant, drawn from the general revenue fund of the State, to the court-appointed counsel.

The County Judges and Commissioners Association of Texas, meeting in Galveston this past October, passed a resolution in support of this legislation. The State would bear the ever increasing cost of indigent representation in our courts rather than the counties.

If your court is in support of this legislation, please contact your Senator and Representative and let them know of your concern.

Now Comes the Commissioner's Court of Fort Bend County, and having called its meeting to order of March 5, 1979 and after said meeting was called to order, considered whether to endorse with its support Senate Bill 272 and after discussion, unanimously. agreed that Senate Bill 272 - which states that the Court would certify the amount to be paid court-appointed counsel and after that amount has been certified by the Court, the Comptroller of Public Accounts of Texas would issue a warrant drawn from the General Fund of the State to the court-appointed counsel - is desirable.

Therefore, the Commissioners Court of Fort Bend County, Texas hereby resolve and draw up this resolution endorsing the forementioned Bill with its support.

14

RE: APPROVE THE CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT WITH THE STATE REGARDING ADDITIONAL RIGHT OF WAY ON STATE HIGHWAY 6:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the Contractual Agreement with the State regarding \Additional Right of Way on State Highway 6 from U. S. 90-A to U.S. 59 (Southwest Freeway). Agreement as follows:

It is thereby understood that the County waives the responsibility of appraising the Right of Way parcels to the State.



COMMISSION

REAGAN HOUSTON, CHAIRMAN DEWITT C. GREER CHARLES E. SIMONS

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

Route 1,Box 43-A Rosenberg, Texas 77471 February 23, 1979 ENGINEER DIRECTOR
B. L. DEBERRY

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Control 192-1 State Highway 6 Fort Bend County

IN REPLY REFER TO FILE NO.

Limits: From U. S. 90-A to U. S. 59 (Southwest Freeway)

Honorable Jodie Stavinoha County Judge, Fort Bend County Richmond, Texas 77469

Dear Sir:

Based on previous discussions with you and Mr. Stanley Kucherka concerning the need for additional right of way in order to provide the proposed widening for the limits of the subject project, we are attaching herewith five (5) copies of a Contractual Agreement for execution by Fort Bend County. The original and three (3) copies of the attached should be signed and returned to our office for further handling.

The execution of this Agreement should be supported by a Commissioners' Court Order and the date of the order should be inserted on the fifth line of the Agreement. The date space in the first line of the Agreement, page 1, should be left blank. This will be the effective date of the Agreement and will be inserted by the Austin office after the signature of the Highway officials has been affixed. The original executed Agreement will then be returned to Fort Bend County.

We wish to advise you that the State, at the discretion of the County, will assume the responsibility of appraising as provided under the Determination of Right of Way Values in the attached Agreement. If the County is desirous of waiving this responsibility, it is requested that the Commissioners' Court Order authorizing an execution of this Contract specify their intentions regarding appraisal.

If you have any questions concerning this matter, please advise.

Very truly yours,

Supervising Resident Engineer

MAHJr/stv Attachments

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State Department of Highways and Public Transportation Form D-15-38
Page 1 of 5
Rev. 7-77

CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY PROCUREMENT
(COUNTY FORM)

STATE OF TEXAS X	COUNTY Fort Bend
COUNTY OF TRAVIS X	PROJECT HIGHWAY State Highway 6
This agreement entered into this day of _	, 19,
by and between the State of Texas, acting by and throand Public Transportation, hereinafter called the State	ough the State Department of Highways ate, andFort Bend County
Texas, acting by and through its duly authorized offi	icial under Commissioners Court Order
dated, 19	, hereinafter called the County.
WHEREAS, the State has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to make configuration of the state has deemed it necessary to be stated in the state has deemed it necessary to be stated in the state has deemed in the stated has deem	ertain highway improvements on
to U. S. 59 (Southwest Freeway)	, and
which section of highway improvements will necessita	te the acquisition of certain right
of way and	
WHEREAS it is agreed that such right of way purchase	e shall be by joint effort of the

State and the County:

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this contract and in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property. The State hereby authorizes and requests the County to proceed with acquisition and the State agrees to reimburse the County for its share of the cost of such right of way providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the County, will do the necessary preliminary engineering and title investigation in order to supply to the County the data and instruments necessary to obtain acceptable title to the desired right of way.

DETERMINATION OF RIGHT OF WAY VALUES: The County agrees to make a determination of property values for each right of way parcel by methods acceptable to the County and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate County Representative. Such tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages, if any (offset by enhancements, if any,) to the remainder, if any, and the amounts the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the County at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values as determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement.

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If at any stage of the project development it is determined by mutual agreement between the State and the County that there should be waived the requirement that the County submit to the State property value determinations for any part or all of the required right of way, the County will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The State will notify the County as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the County without participation by the State; however, the County will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The County will deliver properly executed deeds which together with any curative instruments found to be necessary as a result of the State's title investigation will properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the County. The cost of title investigation will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at a time selected by the County and will be the County's responsibility at its own expense except as hereinafter indicated. The County will obtain from the State, without cost, current title information and engineering data at the time condemnation proceedings are to be initiated. Except as hereinafter set forth, the County will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned in the name of the State. The County will accomplish the legal procedures and curative matters found to be necessary as a result of the State's title investigation, fulfilling the obligation to properly vest title in the State of Texas. The County may, as set forth herein under "Excess Takings", enter condemnation proceedings in its own name.

COURT COSTS, COSTS OF SPECIAL COMMISSIONERS' HEARINGS AND APPRAISAL EXPENSE: Court costs and costs of Special Commissioners' hearings assessed against the State or County in condemnation proceedings conducted on behalf of the State, and fees incident thereto, will be paid by the County. Such costs and fees, with the exception of recording fees, will be eligible for 90 per cent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing State law. Where the County uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser of updating his report, of preparing new reports, preparing for court testimony and appearing in court to testify in support of his appraisal will be paid direct by the County, but will be eligible for 90 per cent State reimbursement under established reimbursement procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the County shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

EXCESS TAKINGS: In the event the County desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation

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will be limited to the property needed for right of way purposes. If the County elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the County and that portion requested by the State for right of way will be conveyed to the State. When acquired by negotiation, the State's participation will be based on the State's approved value of that part requested for right of way purposes, providing such approved value does not exceed actual payment made by the County. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

IMPROVEMENTS: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. pation of the owner desiring to retain his improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the County's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the County or the owner. In the event the improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided the State's value is established on this basis and provided title to the entire structure is taken in the name of the The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the Board of Control will be credited to the cost of the right of way procured and shared with the County.

RELOCATION OF UTILITIES: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the County's certification that the work has been completed and will be made in an amount equal to 90 per cent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three party agreement with the owners of the utility facilities and the County which sets forth the exact lump sum amount of reimbursement based on a prior appraisal. The utility will be reimbursed by the County after proper certification by the utility that the work has been done, said reimbursement to be on the basis of the prior lump sum agreement. The State will reimburse the County in an amount equal to 90 per cent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this contract shall include publicly, privately, and cooperatively owned utilities.

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FENCING REQUIREMENTS: The County may either pay the property owner for his existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the County may do the fencing on the property owner's remaining property.

Where the County performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the County's cost of constructing right of way fencing on the property owner's remainder may be based either on the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the County.

If State participation is to be requested on the lump sum basis, the State and the County will reach an agreement prior to the actual accomplishment of work as to the necessity, eligibility, and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In case the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

REIMBURSEMENT: The State will reimburse the County for right of way acquired after the date of this contract in an amount not to exceed 90 per cent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 90 per cent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section headed "Condemnation", the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the County in the amount of 90 per cent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the County prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such adjustments. The County's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

GENERAL: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State Department of Highways and Public Transportation which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for highway, street, or road purposes. This agreement shall also apply, as to any existing right of way, to outstanding property interests

THE STATE OF TEXAS

Form D-15-38 Page 5 of 5 Rev. 7-77

COMMISSIONERS' COURT

not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State Department of Highways and Public Transportation.

It is understood that this contract shall be effective from and after the date of full execution by the State of Texas.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County.

Fort BendCounty, Texas	Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore
By: County Judge	approved and authorized by the State Highway and Public Transportation Commission:
By: Commissioner, Precinct Number 1	By: State Engineer-Director for Highways and Public Transportation
By: 71, Lee Slamell Commissioner, Precinct Number 2	Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute 70104
By: Commissioner, Pracinct Number 3	RECOMMENDED FOR APPROVAL
EDBABA II	District Engineer
Commissioner, Precinct Number 4	
	Program Engineer
	Chief Engineer of Highway Design
	Right of Way Engineer

-10-

RE: NOTICE AND PERMIT OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT TO SOUTHWESTERN BELL TELEPHONE COMPANY ON MULHOLLAND DRIVE IN ALIEF:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the notice and permit of proposed installation of buried cable and/or conduit to Southwestern Bell Telephone Company on Mulholland Drive in Alief, as follows:

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this the <u>26th</u> day of <u>FEBURARY</u>, 19 79, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads right-of-way in Fort Bend County for the purposes of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

Beginning at the southwest corner of Dorrance Lane and Mullholland Drive and crossing Mulholland Dr and extending east parallel and adjacent to the south R/W line of Dorrance lane a distance of 210 feet.

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The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deeping of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

The undersigned further agrees to obey all rules of the County Commissioners and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said cable and/or conduit

The undersigned representative of said company has full authority to bind said Company hereto.

TEL. CO. LOG NO. SUN *. #10

SOUTHWESTERN BELL TELEPHONE COMPANY

BY: Salet D. Butter

TITLE: Project Engineer
Conduit District

ADDRESS: 3317 Montrose, Room 220B

Houston, Texas 77006
Approved As To Form

Approved As To Form Legal Dept. Houston Area

Aruschi,

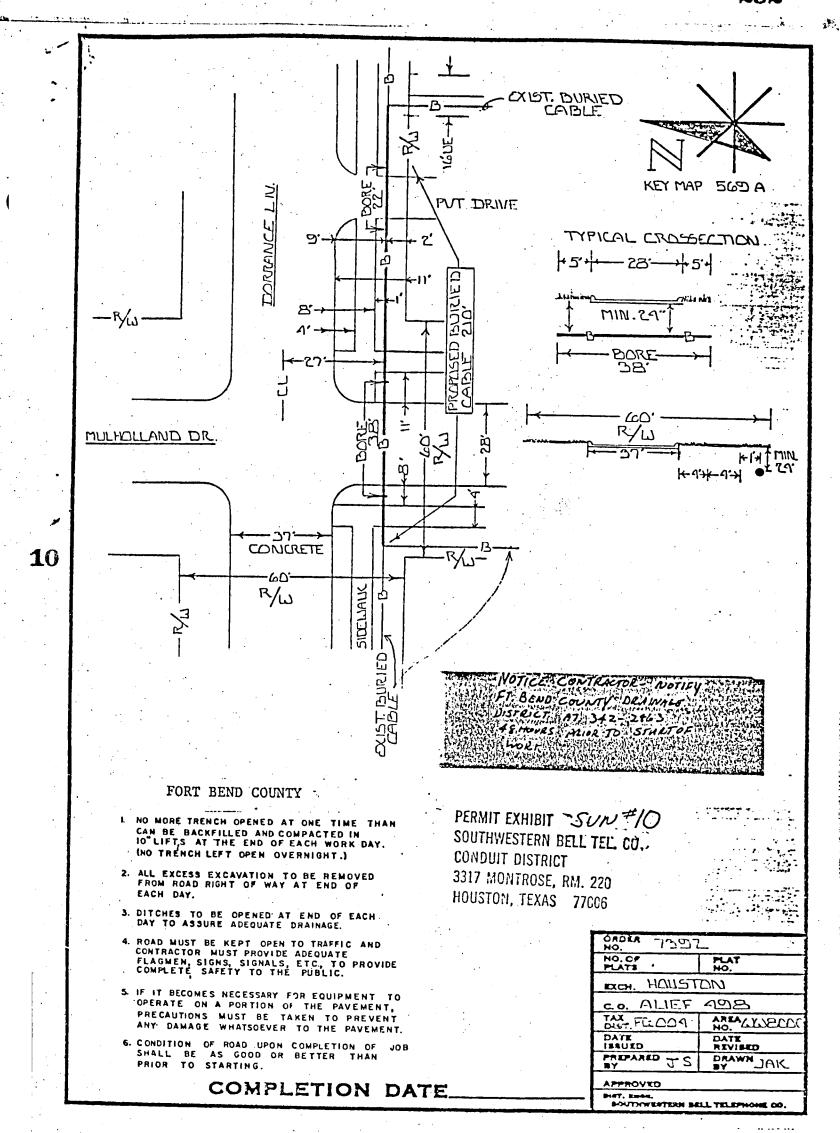
PERMIT

IN THE COMMISSIONERS' COURT ---- FORT BEND COUNTY, TEXAS

ON THIS the 5 day of March on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change, within thirty (30) days, at petitioner's risk and expense as directed by the COMMISSIONERS' COURT, and to save the COUNTY, each of its COMMISSIONERS! and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

County Judge



RE: NOTICE AND PERMIT OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT TO SOUTHWESTERN BELL TELEPHONE COMPANY ON BROOK MEADOWS LANE, MEADOW VALLEY LANE, RIVER MEADOW LANE, AMBLEWOOD DRIVE IN EAST FORT BEND COUNTY:

On Motion of Commissioner of Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the notice and permit of proposed installation of buried cable and/or conduit to Southwestern Bell Telephone Company on Brook Meadows Lane, Meadow Valley Lane, River Meadow Lane, and Amblewood Drive in East Fort Bend County, as follows:

HULLE UP PROPUSED THE PARENTAUN OF THE PARENT CHOICE MICE ON CONDUCT

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this the <u>26th</u> day of <u>FEBURARY</u>, 1970, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads right-of-way in Fort Bend County for the purposes of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

- (1) Beginning at a point 127 feet north of Brook Meadows Ln. and extending south parallel and adjacent to the east R/W line of Meadow Valley Ln. then crossing Meadow Valley Ln. at a point 129 feet south of Brook Meadows parallel and adjacent to east R/W of Meadow Valley Ln. a distance of 265 feet.
- (2) The crossing of River Meadow Ln. at a point 119 feet south of River Meadow Ln.
- (3) The crossing of Meadow Valley Ln. at a point 124 feet south of Meadow Crest.
- (4) The crossing of Meadow Valley Ln. at a point 120 feet south of Oak Meadow.
- (5) The crossing of Amblewood Dr. at a point 128 feet north of Brook Meadows Ln. thence extending south a distance of 254 feet parallel and adjacent to the east R/W line of Amblewood Dr.

The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deeping of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

The undersigned further agrees to obey all rules of the County Commissioners and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said cable and/or conduit.

The undersigned representative of said company has full authority to bind said Company hereto.

TEL. CO. LOG NO. SUN *13

SOUTHWESTERN BELL TELEPHONE COMPANY

BY: James C. Miller

TYLE: Project Engineer Conduit District

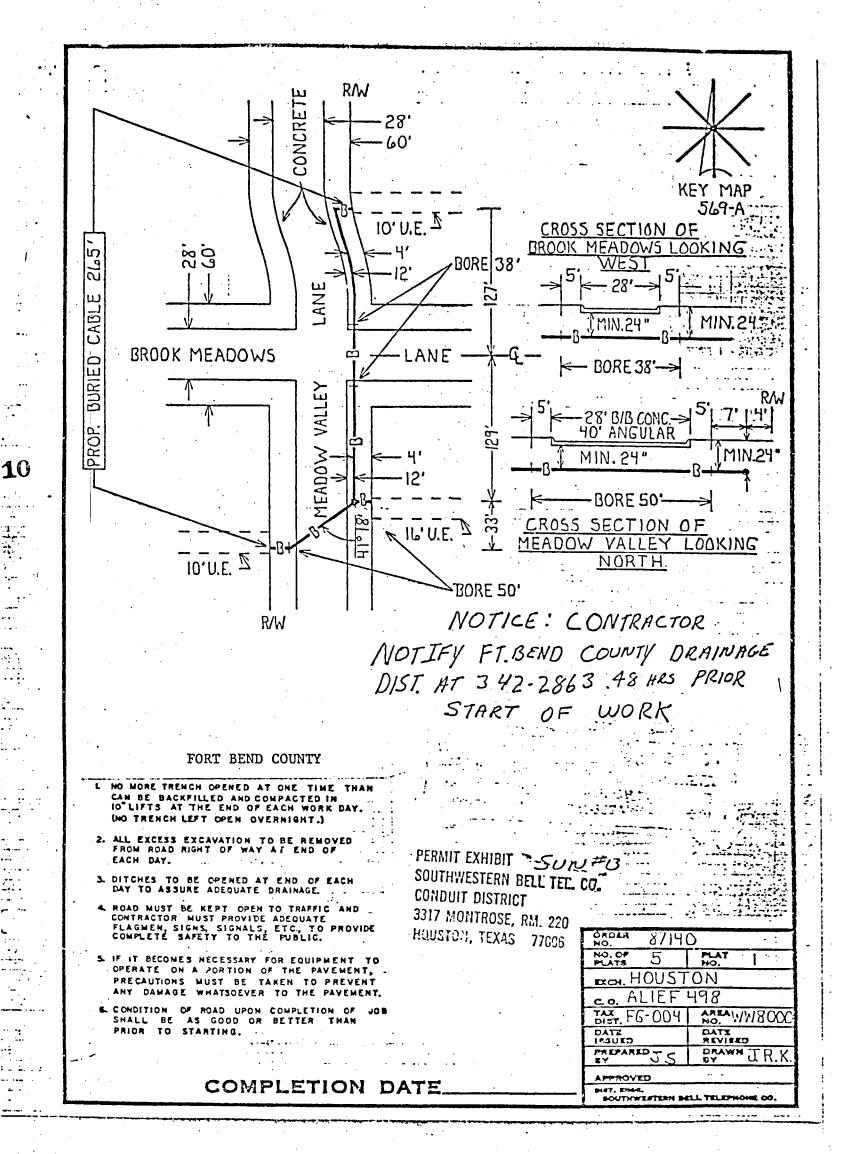
ADDRESS: 3317 Montrose, Room 220B

Houston, Texas 77006
Approved As To Form

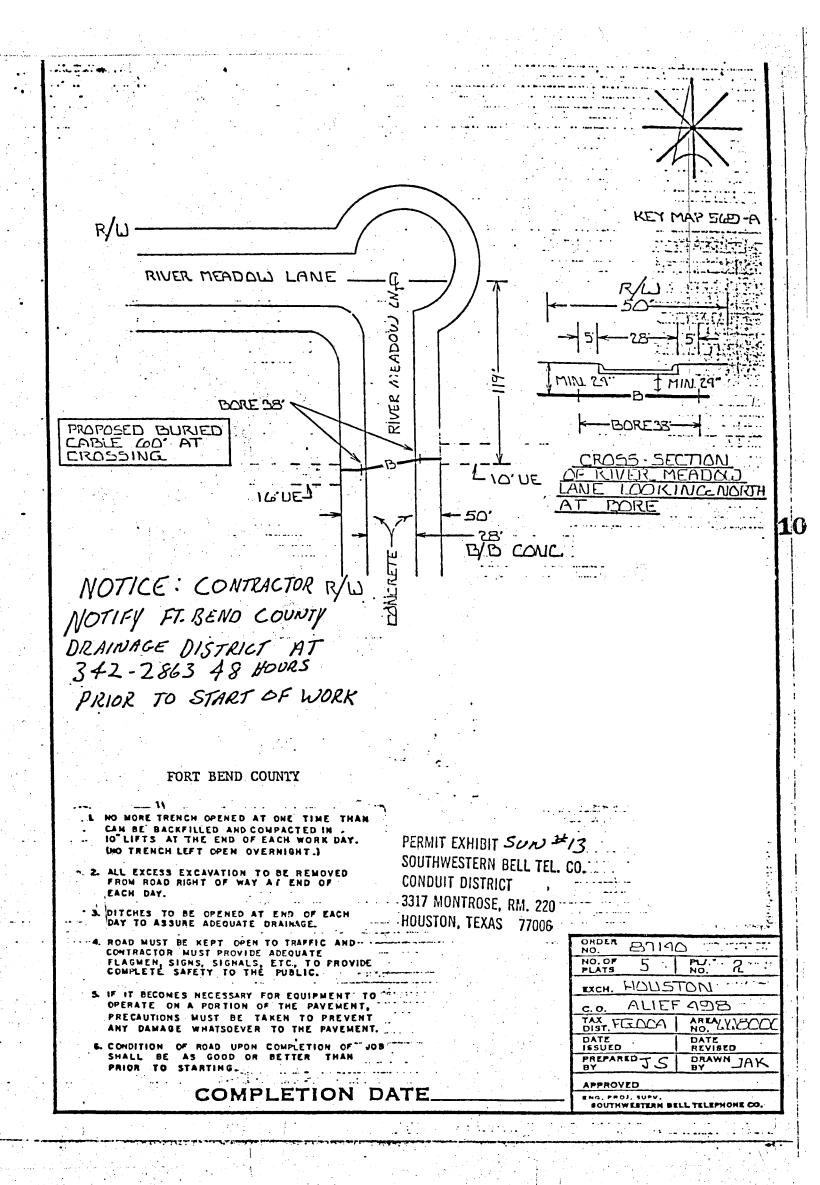
Legal Dept.

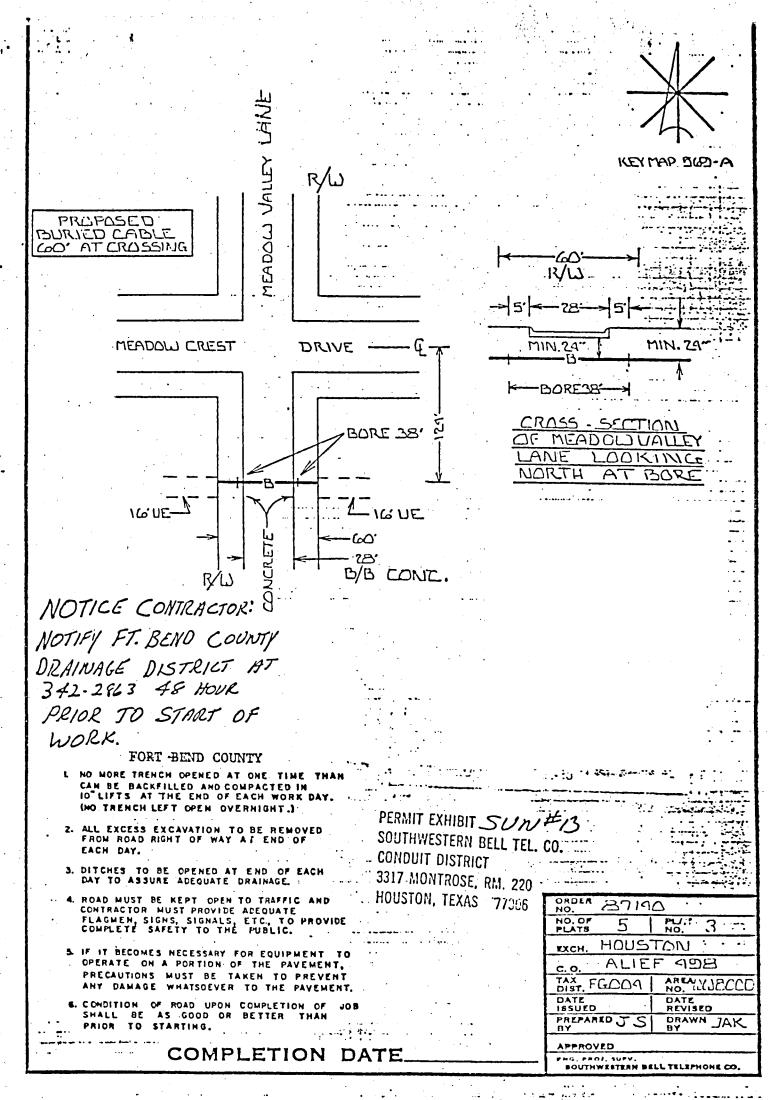
Houston Area

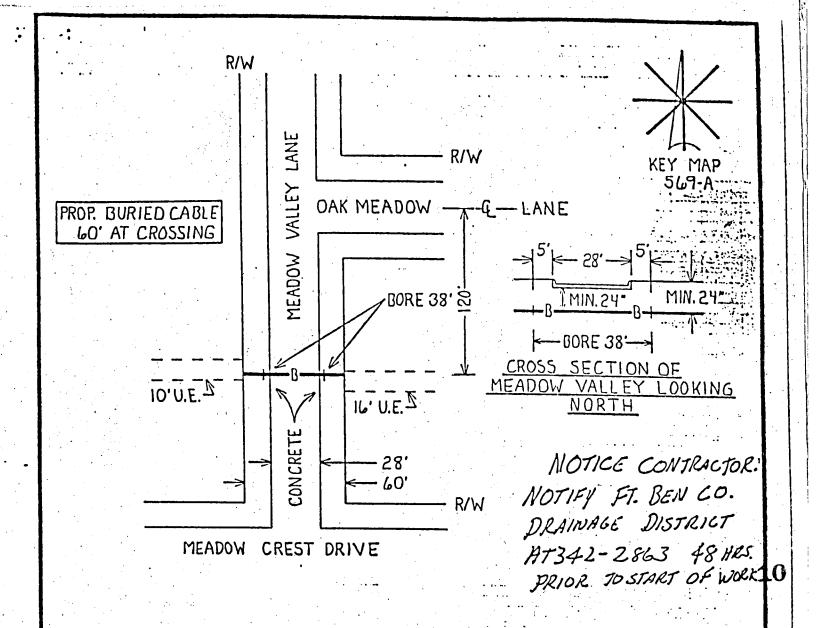
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3. DITCHES TO BE OPENED AT END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.

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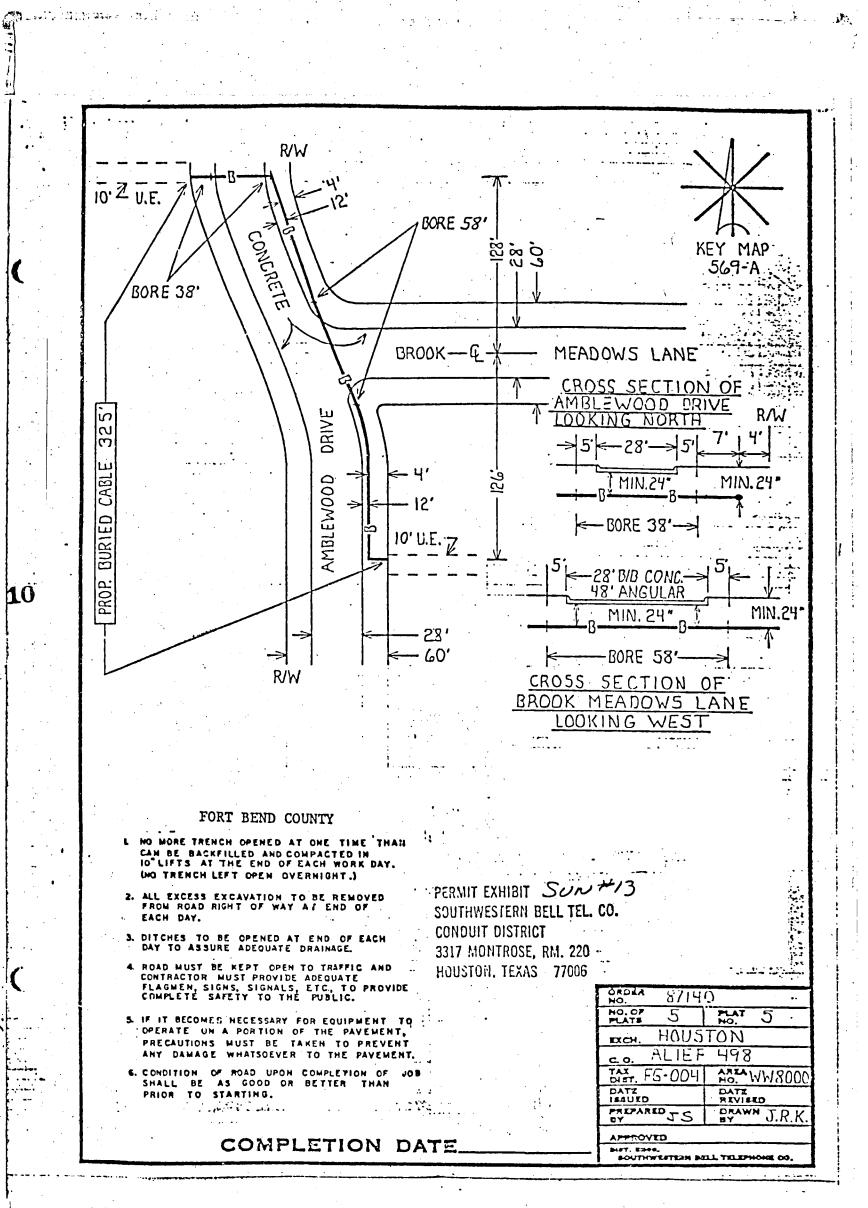
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-PERMIT EXHIBIT SUN#13 SOUTHWESTERN BELL TEL. CO. CONDUIT DISTRICT

3317 MONTROSE, RM. 220

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PREPARED BY	BRAWN J.R.K.
APPROVED	
PHOT, BUICH. BOUTHWESTERN BI	ILL TELEPHONE 00.

COMPLETION DATE



PERMIT

IN THE COMMISSIONERS' COURT ---- FORT BEND COUNTY, TEXAS

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ON THIS the 5 day of March 1979, on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change, within thirty (30) days, at petitioner's risk and expense as directed by the COMMISSIONERS' COURT, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

BY Judge S. S. Laping to

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO GENERAL TELEPHONE COMPANY ON MILLER ROAD IN ARCOLA, TEXAS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the application for and permit granting telephone cable crossing to General Telephone Company on Miller Road in Arcola, Texas, as follows:

5404/376779

APPLICATION FOR AND LERSIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW General Telephone (
acting herein by and through it	ts duly authorized representative, and hereby
petitions your Honorable Court	for the right to lay a buried telephone cable
-	, ditches, drainage canals or highways as shown
	xecuted copy hereof on file in the County
Judge's office of Fort Bend Cou	
Judge 3 office of fore being con	
Fetitioner agrees to bury cable	e as indicated on the attached plat and keep
said cable in good condition at	t all times, and that it will, at petitioner's
expense, make changes in said o	cable and relocate same when ordered to do so
by the County or its Engineer v	when it is necessary for the widening or any
construction on public roads or	r highways, or the deepening of drainage ditches
•	or any drainage ditch construction of the Fort
	Petitioner also agrees to repair all damage
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Extruction of said installation arising out of the laying, main the UNDERSIGNED OFFICER of said Company hereto. EXECUTED in quadruplicate origing 79 General Telephone Company	and save the County harmless from any action ntenance or operation of said telephone cable. d Company has full authority to bind said inals this 23rd day of February GTE proposes to place 114' of AE25-24 cas' from the south ROW, and set two pedes 1' from the ROW, between 3404 and 3335 Miller Rd. in Arcola, Tx., to serve an
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Struction of said installation arising out of the laying, main THE UNDERSIGNED OFFICER of said Company hereto. EXECUTED in quad uplicate original of the project Coordinator	and save the County harmless from any action ntenance or operation of said telephone cable. d Company has full authority to bind said inals this 23rd day of February GTE proposes to place 114' of AE25-24 cas' from the south ROW, and set two pedes 1' from the ROW, between 3404 and 3335 Miller Rd. in Arcola, Tx., to serve an

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the 5 day of March _ 19 **79**, on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS! COURT FORT BEND COUNTY, TEXAS

County Judge

GENERAL TELEPHONE TO BURY 114', IZPR COMMUNICATIONS CAPLE 3'OFF THE S. RICHT-OF. WAY AT A MINIMUM DEPTH OF.30" ALL PEPESTALS WILL EE

LOCATED WITHIN I'ST OF

THE RIGHT-DE-Way.

GIVEN FILLYSSE BACE MILLER

3335 MILLER RD

ED-172 - A GENERAL TELEPHONE COMPANY W. O. NO. 5 770775 OF THE SOUTHWEST FLE CASLE TO SERVE

MILLER RU

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LANCOUNT DE MARROS - TRACE

\9 RE:

PASS RESOLUTION IN SUPPORT OF STATE LEGISLATION PROPOSALS REGARDING FM ROAD FUNDS FROM \$15 MILLION TO \$30 MILLION - SENATE BILL 379 AND RESOLUTION INCREASE IN MONEY RETAINED BY COUNTIES FROM VEHICLE REGISTRATION FEES - HOUSE BILL 1026:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court ordered to pass Resolution in support of State Legislation proposals regarding FM Road funds from \$15 Million to \$30 Million under Senate Bill 379 and Resolution on House Bill 1026 which would continue the present formula on retaining motor vehicle fees but would allow an additional \$350 per mile of County maintained road until a total of \$350,000 has been retained by a county. Resolution as follows:

Resolution

Now Comes the Commissioner's Court of Fort Bend County, and having called its meeting to order of March 5, 1979 and after said meeting was called to order, considered whether to endorse with its support House Bill 1026 and whether to do the same with Senate Bill 379, and after discussion, unanimously agreed that both House Bill 1026 - which would continue the present formula on retaining motor vehicle fees but would allow an additional \$350 per mile of county maintained road until a total of \$350,000 has been retained by a county - and Senate Bill 379 which would increase the State annual allocation to the Farm to Market Road Fund from \$15 million to \$30 million - are desirable.

Therefore, the Commissioners Court of Fort Bend County, Texas hereby resolve and draw up this resolution endorsing both forementioned Bills with its support.

County Judge

March 5, 1979

Dato

Commissioners Pct. #1

W. Lee Schmitt

Commissioners Pct. #2

Commissioners Act. #3

Commissioners Pct/#4

There being no further business, the court adjourned at 11:40 o'clock

A. M.

COUNTY HIDGE

ATTEST:

Pearl Ellett

Add 1

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FORT BEND COUNTY TREASURER'S BOND REPORT

MEBRUARY 1979

FT BEND CO UNLIMITED TAX ROAD BONDS SER '62-66 SINK. FUND
Outstanding 2-1-1979 - - - \$35,568.75
7 Bonds No. 42 thru 48 at 5,000.00 \$ 35 000.00
7 Coupons No. 33 Off Bds 42 thru 48
at \$81.25 \$ 568.75
\$ 35,568.75

FT BEND: CO TIME WARRANTS SER 1969 SINK. FUND Outstanding 2-1-1979 - - -\$300.00 10 Coupons No. 18 Off Bds. 79 thru 88 300.00 at \$30.00 Recd 10 Cpns No. 18 Off Bds 79 thru 88 at \$30.00 \$300.00 300.00 300.00 Remitted for10 T/Warr #79 thru #88 at \$1,000.00 \$10,000.00 10 Coupons #19 Off Bds 79 theu 88 300/00 at \$30.00 \$10,300.00

FT BEND CO ROAD DIST NO. 4 SER 1940 BOND
Outstanding 2-1-1979 - - -\$50.00
2 Int Cpns #77 Off Bds 166 & 167
at \$25.00 \$ 50.00

FT BEND CO ROAD DIST NO. 8 SER 1927 Bond
Outstanding 2-1-1979 - - \$110.00
4 Int Cpns No. 59 Off Bds 210-212-214-216
at \$27.50 \$ 110.00

FORT BEND COUNTY'S BOND STATEMENT

FEBRUARY 1979

FT BEND CO TIME WARRANTS SER 1969 SINKING FUND

Received 10 Coupons No. 18 Off Bds. 79 thru 88
\$ 300.00

\$ 300.00

REGULAR SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 12th day of March, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

10

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the minutes of Special Session of February 26, 1979, as corrected.

VRE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

No changes in Depository Pledge Contracts.

7 RE: ACCEPT LOW BID OF FORT BEND AUTO SUPPLY FOR A NEW ENGINE ANALYZER FOR THE SHERIFFS' DEPARTMENT:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the low bid of Fort Bend Auto Supply for a new Model 40-275 Marguette Engine Analyzer for the Fort Bend County Sheriffs' Department in the amount of \$3,774.00 to paid for out the Expense for Automobiles for the Sheriffs' Department.

RE: APPOINT DIRECTOR FOR THE FORT BEND COUNTY WELFARE SERVICE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court appointed Hopie Solomon as the Director for the Fort Bend County Welfare Service to replace the late Cassie Jo Waller.

5 RE: SET SALARY FOR THE DIRECTOR FOR THE FORT BEND COUNTY WELFARE SERVICE:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized the salary for Hopie Solomon, Director for the Fort Bend County Welfare Service be set at \$857.60 a month, effective March 1, 1979.

RE: APPROVE RESERVES FOR PRECINCT #1 CONSTABLE OFFICE:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the following Precinct #1 Constables Reserves, who have finished training.

J. H. Owens III.
Danny R. Jan
Robert L. Rosenbaum III
Mario R. Lozano

7 RE: DISCUSS PROVIDING PARKING LOT FACILITIES AT FIRST BAPTIST CHURCH IN RICHMOND:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to lease the lot from First Baptist Church in Richmond for 10 years on a \$1.00 per month basis. The Court declared an emergency to amend the General Fund maintenance of Building budget in the amount of \$2,669.60 to provide for material for construction of lot.

RE: APPROVAL OF EMERGENCY AMENDMENT TO BUDGET OF COUNTY TREASURER FOR PART-TIME EMPLOYEES FOR THAT OFFICE:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized emergency monies for a part time employees for the County Treasurers office in the amount of \$250.00 per month being a total of \$2250.00 plus \$137.97 for County Portion Social Security, effective April 1, 1979.

RE: AUTHORIZE SENDING CHRIS KUCHERKA, COUNTY SANITARY LAND FILL SUPERVISOR TO ATTEND THE RESOURCE, RECOVERY AND IMPLEMENTATION SEMINAR IN SAN ANTONIO:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to send Chris Kucherka, County Sanitary Land Fill Supervisor to attend the Resource, Recovery & Implementation Seminar in San Antonio, on March 20 & 21, to be paid out of the operation expenses of the Sanitary Land Fill.

D RE: APPROVAL OF THE GROVE SECTION II AND PECAN GROVE PLANTATION SECTION II SUBD. PLATS:

Jones & Carter, Engineers did not appear before the court for the approval of The Grove, Section II and Pecan Grove Plantation Section II Subdivision Plats.

RE: ACCEPT MEADOW FOREST ROAD INTO THE COUNTY ROAD SYSTEM IN PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to accept Meadow Forest Road into the County Road System in Precinct #4, as follows:

A 60 foot road and utility easement out of a 5 acre tract of land out of the original Mattie Randall 25 acre tract (Volume 79, page 579; Deed Records), in the Samuel Isaacs League, Abstract No. 35, Fort Bend County, Texas.

Begin at an iron pipe found in the North line of said 5 acre tract and the place of beginning for this 60 foot road and utility easement; said corner being the Southeast corner of the W.A. Gless 137.4 acre tract (Volume 281, page 116; Deed Records), and the Southwest corner of the original R. Gibbs Estate 8.33 acre tract; said corner being in the North line of said original Mattie Randall 25 acre tract;

THENCE, South 89° 35' 30" East, 60 feet to an iron pipe set for Northeast corner of this 60 foot road and utility easement;

THENCE, South 0° 24' 30" West, 60 feet to an iron pipe set for corner;

THENCE, North 89° 35' 30" West, 426.86 feet to an iron pipe set for a re-entrant corner of this Tract;

THENCE, South 0° 24' 30" West, 223.8 feet to an iron pipe set for corner of this Tract; said corner bears South 37° 16' 42" West, 50 feet to a point being the center point of a 50 foot cul-de-sac;

THENCE, along a curve to the right with the following data: Delta = 286° 15' 37"; Radius = 50 feet; Length = 249.81 feet to an iron pipe; said corner bears North 36° 27' 41" West, 50 feet from said center point of 50 foot cul-de-sac;

THENCE, North 0° 24' 30" East, 283.8 feet to an iron pipe for Northwest corner of this Tract;

THENCE, South 89° 35' 30" East, 486.86 feet along a fence line and along the South line of said W.A. Gless 137.4 acre tract to the place of beginning for this Easement.

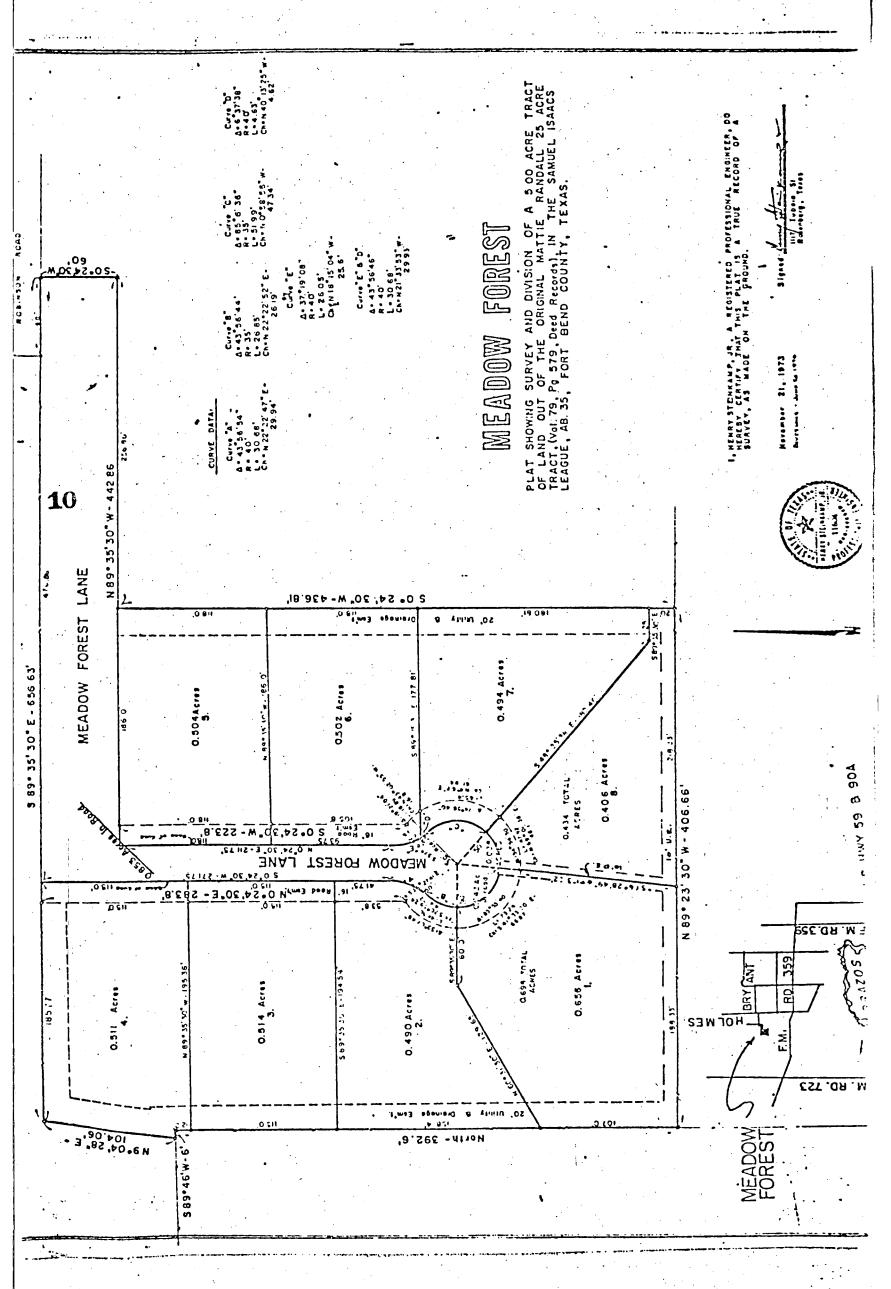
. WITNESS THE EXECUTION hereof on this 15 day of February, 1974

TERRY KEELING

ELSIE D. KEELING

GLORIA DEAN FAIRFAX, INDIVIDUALLY AND AS TRUSTEE UNDER THE WILL OF LUVENIA FORD, DECEASED.

Moria Dean Fa



AIA DOCUMENT G702

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the payment of bill to Christopher DiStefano and Associates, Inc. Architect for work completed on the Fort Bend County Courthouse Annex in the amount of \$1,564.43 and to P. G. Bell/Contractor for work completed on the Fort Bend County Courthouse Annex in the amount of \$111,744.90. The work being 67% complete

or store	i. Bills	recorded	as follows:		, , , , , , , , , , , , , , , , , , ,			0770 COMP1
Architect: Architectic Architection for Payment the Contractor is entitled to payment in the Contractor in the Contractor is entitled to payment in the Contractor in the	By: Och Acoto Date: 1 March, 1979	State of: Texas County of: Harris The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.	TOTALS TRe by Change Orders (\$_1,340.00)	Sumber Approved (date)	Change Orders approved ADDITIONS S In previous months by Oviner — TOTAL (\$1,340.00) Sub-equent Change Orders	ATTN: Mr. Chris DiStefano- ————————————————————————————————————	TO Owner) Fort Bend County P. O. Box 368 Richmond, Texas 77469	PROJECT: Fort Bend County Courthouse Annex (name, address) 500 Liberty Richmond, Texas
entitled to payment in the amount shown above. OWNER ARCHITECT ARCHITECT ARCHITECT CONTRACTOR CONTRACTO	Subscribed and sworn to before me this 1st day of March 19 79 Notary Fublic: 1 Character Charac	CURRENT PAYMENT DUE	TOTAL COMPLETED & STORED TO DATE	Net change by Change Orders	The present status of the account for this Contract is as follows: ORIGINAL CONTRACT SUM	Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached.	CONTRACTOR: P. G. Bell Co. CONTRACT FOR: Fort Bend County Courthouse Annex APPLICATION DATE: 1 March, 1979 APPLICATION NO: Six (6)	ARCHITICT: Christopher DiStefano & Associates, Inc. ARCHITICT'S PROJECT NO:

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STATEMENT

TO:

COUNTY JUDGE AND COMMISSIONERS

Fort Bend County

Box 368

Richmond, Texas 77469

FROM:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501

Houston, Texas 77056

DATE:

March 1, 1979

RE:

FORT BEND COUNTY COURTHOUSE ANNEX

Contractor's Pay Request #6: \$111,744.90 - APPROVED

Architect's Fee: $(111,744.90 \times 7\% \times 20\%)$

DUE ARCHITECT:

<u>\$1,564.43</u>

RE: ACCEPT CONTINUATION CERTIFICATE ON BOND NO. EX 387-291 FOR DELINQUENT TAX COLLECTORS LESTER VAN SLYKE AND STEVEN JOHN GILBERT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved to accept the Continuation Certificate on Bond No. 387-291 for the Delinquent Tax Collectors for Lester Van Slyke and Steven John Gilbert in the amount of \$1,000.00 in favor of County Judge of Fort Bend County in hereby continued in force for the extended term from February 23, 1979 to February 23, 1980. Recorded in the Bond Records of Fort 3end County, Texas, Volume 9, page 52.

APPROVE BOND FOR DEPUTY TAX COLLECTOR AT THE MISSOURI CITY SUB-STATION:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the bond of Anita Morales, Deputy Tax Collector at the Missouri City Sub-Station. Bond in the amount of \$5,000.00 held and bound unto the County Judge of Fort Bend County.

5 RE: PURCHASE OF ARCOLA SCHOOL TRACT PROPERTY AND TITLE POLICY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, Commissioner Johnnie Pustka, abstained, and duly duly passed, the court approved the purchase of the Arcola School tract property, as already approved at a previous court meeting, and make a check payable to the Fort Bend Independent School Distirct in the amount of \$24,000.00 and a check in the amount of \$208.00 be made to Peareson-Fort Bend Abstract Co. for a Title Policy. This to be paid for out of the Precinct #3 Revenue Sharing Fund.

RE: ACCEPT REPORTS SUBMITTED BY FEE OFFICERS:

The Court accepted the following reports from Fee Officers.

Report for the month of February from Justice of Peace #2 in the amount of \$7,536.56. Report for the month of February from Justice of Peace #4 in the amount of \$3,561.50 Report for the month of February from Justice of Peace #1 in the amount of \$9,546.91.

Report for the month of February from County Clerk in the amount of \$29,394.95.

Report for the month of January from the County Judge in the amount of \$656.00.

Report for the month of February from the District Clerk in the amount of \$7447.00.

County Law Library for the month of February \$750.00.

Report for the month of February from the Ambulance Service in the amount of \$4,700.00.

Report for the month of February from the Constable Precinct #1 in the amount of \$144.00

Report for the month of February from the Constable Precinct #3 in the amount of \$128.00.

Report for the month of February from the District Attorney in the amount of \$1277.50.

The Court recessed at 11:30 o'clock A. M. for closed meeting to discuss personnel matters.

No action taken.

The Court re-convened at 1:30 o'clock P. M. Thursday March 15th, 1979 when the following were had and the following order was passed, to-wit:

7 RE: APPROVE BILLS:

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All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register in the County Auditors office, as approved by the Commissioners' Court in person in March (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed and approved.

There being no further business the court adjourned at 3/50 o'clock/P.M.

ATTEST: Ellett

COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 19th day of March, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

10

RE: APPROVE MINUTES:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the minutes of Regular Session of March 12, 1979, as corrected.

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the following changes in Depository Pledge Contracts:

The First National Bank of Rosenberg, Texas to pledge the following:

213255 Harris Cnty WCId #95 WW&SS REV 1. 5.000% due 2/01/1983	\$ 20,000.00 AAA
2. 188798 Alvin Tex ISD 4.100% due 4/10/1983	\$ 15,000.00 A1
3. 297700 E1 Campo TEX Wtrwks & San SWR REV	\$25,000.00 A
BD SER 1978 6.250% due 4/15/1983	
4. 215258 Spring TEX ISD 4.350% due 6/01/1983/	\$ 25,000.00 A
5. 236582 Round Rock ISD TEX 7.000% 7/01/1983	\$ 60,000.00 A1
6. 234665 Tomball Tex 7.000% due 10/15/1983	\$ 30,000.00 A
7. 190594 Harris Cnty TX Flood CTL Dist 11-1-69	\$ 10,000.00 AAA
11-1-83 6.500% due 11/01/1983 242831 Harris Cnty TX Flood CTL Dist DTD	
8. 11-1-69 11-1-83 6.500% due 11/01/1983	\$25,000.00 AAA
275226 Midlothian Tex ISD 5.500%	
9. due 2/01/1984	\$ 15,000.00 A
246572 Wallis Orchard Tex ISD 5.100%	\$ 30,000.00 A
10. <u>due 2/01/1984</u>	30,000.00 A
269164 Lewisville TX ISD Ref Ultd Tax Bond 11. Ser 1967 5.000% due 2/15/1984	\$ 15,000.00 A
12 26060 17	e 10 000 00 A
12. 260968 Wharton Tex 5.400% due 4/10/1984	\$ 10,000.00 A

	0873 Pasadena Tex 000% due 8/15/1984		\$	20,000.00	A1	
		,				
14. 260 —Imp	0023 Ector County Tex Permanent provement 5.250% due 12/15/1984		\$	25,000.00	AA	
300	0339 Brenham ISD GO Bonds 4.550% 2/01/1985		\$	25,000.00	A	
16. 299	586 Rosenberg Tex 4.500% due 3/01/1985		\$	15,000.00	Α	
	928 North Lamar Tex Cons ISD Ser 1975 00% due 3/15/1985	!	\$	25,000.00	A	
	842 Lewisville Tx ISD School Bldg. Unltd BD Ser 1968 5.000% due 5/15/1985		\$	15,000.00	A	
	884 Kerr Co Tex GO BD Ser 1976 00% due 8/01/1985		. \$	20,000.00	A	
	687 Pearland Tex 5.000% 2/01/1986	• .	\$	25,000.00		
	147 Corpus Christi Tex Gen Impt BD 00% due 6/01/1986		\$	10,000.00	AA	
	948 Paris Tex Jr. College Dist Bond 50% due 2/15/1987	•	\$	15,000.00	A	
	949 Paris Tex Jr. College Dist. 50% due 2/15/1988			20,000.00	A	
3078	337 Univ Of Tex Austin CFR 7.400% 6/01/1990	;	· · .	20,000.00	A1	•
	Total <u>24</u>		•	515.000.00		

The First National Bank of Rosenberg, Texas to release the Securities listed below amounting to \$435,000.00.

220188 Manvel Tex ISD 6.000% due 11/01/1979 \$ 35,000.00 250680 Fed Natl. Mtg. Assoc. 7.750% due 12/10/1979 \$100,000.00 296094 US Treas. Notes 7.500% due 1/31/1980 \$200,000.00 246030 Fed Natl Mtg. Cap Deb 7.625% due 4/10/1980 \$100,000.00

³ County Judge Jodie E. Stavinoha read the following letter from Speaker Bill Clayton concerning the resolution submitted by the South Plains Association of Governments.



State of Texas House of Representatives Austin

March 9, 1979

Dear Judge Stavinoha and Commissioners:

I also agree with the resolution submitted by the South Plains Association of Governments. The Legislature should be careful not to create legislation which results in additional local taxation.

There seems to be a better understanding of this situation, and I am sure that the other House members will be as careful as I intend to be in this regard.

Thank you for your interest.

Sincerely,

Bill Clayton

BC:ch

The Honorable Jodie E. Stavinoha County Judge The Commissioners' Court of Fort Bend County P.O. Box 368 Richmond, Texas 77469

> Bill Clayton Speaker

1/2/1

FRE: AUTHORIZE PAYMENT TO RAY BAILEY& ASSOCIATES FOR PARTIAL ARCHITECTURAL FEES COVERING PERIOD THRU 2/28/1979:

The Court did not approve payment of bill to Ray Bailey & Associates for partial Architectural fees covering period thru 2/28/1979 in the amount of \$9,829.75, until the Contract is approved by the Court.

RE: SANITARY LANDFILL FINANCIAL REPORT AND REVIEW OF OPERATIONS:

Chris Kucherka, Director of the Sanitary Landfill presented his report of finances to the court. Receipts at the gate from the last half of December, January and February amounted to \$35,464.74.

RE: ADVERTISE FOR BIDS FOR REMOVAL OF EXCESS SAND FROM SANITARY LANDFILL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to advertise for bids for the removal of excess sand from the Sanitrary Landfill. Amount as to per cubic yard to be removed, to be determined by the engineer.

RE: APPROVAL OF INCREASE OF RATES FOR THE SANITARY LANDFILL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized that the rate for the Sanitary Landfill be increased from 80¢ to 90¢ per cubic yard and that the minimum be left at 50¢, effective April 1, 1979.

δ RE: ORDER APPROVING THE CHANGE OF OPENING DAYS FOR THE SANITARY LANDFILL:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court ordered that the Sanitary Landfill be open 6 days a week. The hours on Monday, Tuesday be from 8 A.M. to 6 P.M. and Wednesday, Thursday, Friday and Saturday from 8 A.M. to 5 P.M, subject to the hiring of additional personnel.

RE: APPROVAL OF TWO SUBDIVISION PLATS - THE GROVE SECTION II AND PECAN GROVE PLANTATION SECTION II:

Jones & Carter, Engineers for Subdivision Plats The Grove Section II and Pecan Plantation Section II did not appear before the court. Plats were not approved.

D RE: APPROVAL FOR THE JUSTICE OF PEACE PRECINCT #4 TO HIRE TEMPORARY HELP AND EMERGENCY AMENDMENT OF HIS BUDGET:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized the Emergency amendment of the budget for Justice of Peace Prect. #4 in the amount of \$500.00 per month for three months and County Portion of Social Security in the amount of \$91.95 being total of \$1,591.95 for a Temporary clerk to be trained as soon as possible, before Mrs. Woolsey leave for a temporary leave of absence.

\\ RE: MR. KEN PALMER - COUNTY DATA PROCESSING:

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with System Works
Mr. Ken Palmer with County Data Processing/did not appear before the court,
will appear at a later court meeting.

12 RE: APPROVAL OF RESOLUTION ON MILLICAN RESERVOIR PROJECT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court voted in favor of the resolution for the Brazos River Projects. Resolution as follows:

Draft 3/13/79

Subcommittee on Energy and Water Development Committee on Appropriations U.S. House of Representatives Washington, D.C. 20515

Subcommittee on Public Works Committee on Appropriations United States Senate Washington, D.C. 20510

Gentlemen:

The Fort Bend County Commissioners' Court respectfully requests the appropriation of \$300,000 in Fiscal Year 1980 for continuation of planning and design of the Millican Lake project and \$350,000 for continuation of planning and design of the Brazos Natural Salt Pollution Control Project by the Corps of Engineers.

Millican Lake is urgently needed as soon as possible to provide flood protection for this county. Studies have shown that the height of the 100-year flood on the lower Brazos will be reduced by about two feet when Millican is completed and in operation as part of the Corps' basin-wide flood control system. In this flat coastal area, that reduction in flood stage would be of major significance in prevention of flood losses. Completion of Millican is of vital concern to our area because until it goes into operation, the lower Brazos Basin is subject to severe damage from uncontrolled floods from the Navasota River watershed.

Millican is also needed as a dependable source of surface water supply for the rapidly developing coastal area, where continued use of existing groundwater sources is causing serious land subsidence problems.

For the reasons stated, we urge the appropriation of the full amount of \$300,000 in Fiscal Year 1980 so that planning and design of the Millican Lake project, which is vital to the continued growth and development of our area, can proceed without delay.

The Brazos Natural Salt Pollution Control Project will prevent the introduction of large amounts of naturally-occurring salt into the Brazos River and will greatly improve the quality of water in the main stem of the Brazos all the way to the Gulf of Mexico.

Correcting this water quality problem is extremely important if the waters of the Brazos are to be effectively used to meet the present and future needs of the people of Texas. Appropriation of \$350,000,

the full amount of the Corps' capability to utilize funds on this project in Fiscal Year 1980, will enable planning and design to proceed without delay.

Respectfully submitted,

Statistics Scales

FORT BEND COUNTY COMMISSIONERS' COURT

Lite Scales

The First & Commissioners

Lite Scales

The First I

RE: EMERGENCY BUDGET REQUEST FOR PERSONNEL FOR THE DEPARTMENT OF PUBLIC SAFETY, AUDITORS' OFFICE, JUVENILE PROBATION AND FAIRGROUNDS FOR EMPLOYEES TRANSFERRING TO COUNTY PAYROLL FROM GRANT POSITIONS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the emergency budget amendment for the Department of Public Safety, County Auditors' Office, Juvenile Probation and Fairgrounds for employees transferring to County payroll from Grant positions.

This creating an unforseen emergency to amend the budget in the amount of \$26,335.17. The requests are as follows:

AUDITORS OFFICE

		·
Sa ary Social Security (co portions)	668.00 per mo X 9 mos. 40.95	6012.00 368.55
Retirement " " " Insurance	46.76 33.44	420.84 300.96
TOTAL AMENDMENT FOR AUDITORS O	FFICE	7012.35
DEPARTMENT OF PUBLIC SAFETY		
Salary Social Security (co portions) Retirement " " Insurance " " TOTAL AMENDMENT FOR DPS	560.00 per mo X 9 mos 34.33 39.20 82.02	5040.00 308.97 352.80 738.18 6439.95
JUVENILE PROBATION DEPARTMENT	(Driver)	
Salary Social Security (Co portions) Retirement " " Insurance " "	560.00 per mo X 9 mos. 34.33 39.20 85.68	5040.00 308.97 352.80 771.12
TOTAL AMENDMENT FOR JUVENILE I	PROBATION DEPARTMENT	6472.89
FAIRGROUNDS		
Salary approx. Social Security (Co portions) Retirement " " Insurance TOTAL AMENDMENT FOR FAIRGROUN	42.00 33.44	5400.00 331.02 378.00 300.96 6409.98

在1220年1121年20日本共和国企会。

RE: CHRISTOPHER DISTEFANO, ARCHITECT - PRESENTATION OF PRELIMINARY DRAWINGS ON NEW FORT BEND COUNTY JAIL:

Mr. Christooher DiStefano, Architect appeared before the court with the presentation of preliminary drawings on the proposed New Fort Bend County Jail. No action was needed to be taken by the court.

\5 RE: APPROVE CHANGE ORDER FOR ADDITIONAL DOORS AT COURTHOUSE ANNEX:

on cost No action was taken taken on this approval until details/can be checked out.

\\ RE: SOUTHWESTERN BELL TELEPHONE COMPANY PERMIT - TYPICAL CROSS-SECTION ACROSS STILES LANE FACING NORTH AND AT KEEGAN ROAD FACING EAST:

The Court took no action on the Southwestern Bell Telephone Company Permit.

Typical Cross-section across Stiles lane facing North and at Keegan Road facing East.

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SUGAR LAND TELEPHONE COMPANY TO LAY BURIED CABLE ON OIL FIELD ROAD NEAR HIGHWAY 6 IN EAST FORT BEND COUNTY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the Application for and permit granting telephone cable crossing to Sugar Land Telephone Company to lay buried cable on Oil Field Road near Highway 6 in East Fort Bend County, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS! COURT

AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW ____Sugar Land Telephone Company

P. O. Box 650, Sugar Land, Texas 77478

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, within thirty (30) days, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of this cable. Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

EXECUTED in quadruplicate originals this 13th day of

 $S^{(n)}(\mathcal{F}) = \left\{ \begin{array}{ccc} \mathcal{F}_{n} & \mathcal{F}_{n} & \text{on } n \in \mathbb{N} \\ \end{array} \right.$

SUGAT, LAND TELEPHONE COMPANY

Attest: Secretary

EAL (if corporation)

PERMIT

IN THE COMMISSIONERS! COURT -----FORT BEND COUNTY, TEXAS

ON THIS the 19 day of March, 1979 on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

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FOET BEND COUNTY EVISTING FOET BEND COUNTY EVISTING FOET BEND COUNTY FOET FOET FOET FOET FOET FOET FOET FOET			Brown & Boot Field office	The engite Rance Rome	HWY 6	ELEPHONE CO. EXCHANGE: SUGAR LAND 16 xo 550 TEXAS 77478 COUNTY: FORT BEND COUNTY: FO
GULF COAST GULF COAST FREE TW. POWER_BY POWER_BY TELE OBBANN BY OAIE DRAWN BY		C04051	012 Field	1		. IWSF IS
Sulf Const Sovier Power Feed The Power Power TELEPHONE TELE, CABIN TELE, CABIN DANNING TELE, CABIN DANNING TELE, CABIN DANNING TO ALLE	- 	N 87F 1232 ,	—* ,029 HZ-05	- KO Z	-	
	TRWIN.	√ 1		Power. Power.	EXISTING TELE, CABIC	NTY DRAWN

There being no further business the court adjourned at 11:35 o'clock A.M.

COUNTY JUDGE

Call Birthes Cal

HALL FORT BEND COUNTY TREASURER'S BOND REPORT

1979 MARCH

FT BEND CO UNLIMITED TAX ROAD BONDS SER '62-'66 SINKING FUND Outstanding 3-1-1979- - \$35,568.75. 7 Bonds No. 42 thru 48 at \$5,000.00 35,000/00 7 Coupons No. 33 Off Bds. 42 thru 48 ≠ at \$81.25 568.75

35,568.75

FY BEND COUNTY TIME WARRANTS SER 1969 SINKING FUND OUS LANDING 3-1-1979 - -- -\$10,300.00 10 Time Warr # 79 thru #88 at.\$1,000.00 10,000/00 10 Coupons No. 19 Off Bds. 79 thru 88 at \$30.00 300.00

\$ 10,300.00

FT BEND COUNTY ROAD DIST NO. 4 SER 1940 BOND Outstanding 3-1-1979 - - - \$ 50.002 Int. Coupons No. 77 Off Bds 166 & 167 at \$25,00 ;

50.00

FT BEND COUNTY ROAD DIST NO. 8 SER 1927 BOND Outstanding 3-1-1979 - - - \$110.00 4 Int. coupons No. 59 Off Bds. 210-212-214-216 at \$ 27.50 110/00

FORT EEND COUNTY'S BOND STATEMENT

MARCH 1979

NO COUPONS NOR BONDS RECEIVED DURING MONTH OF MARCH

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 26th day of March, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the minutes of Special Session of March 19, 1979. as corrected.

RE: LETTER FROM TEXAS COMMISSION OF JAIL STANDARDS AND SOUTHWEST TEXAS STATE UNIVERSITY, TEXAS JUSTICE OF THE PEACE TRAINING CENTER:

County Judge, Jodie E. Stavinoha read the following letters from the Texas Commission on Jail Standards on the design development drawings for the new Fort Bend County Jail and Southwest Texas State University for Texas Justice of the Peace training center on the completion of 40 hour course by Justice L. E. Eguia.

TEXAS COMMISSION ON JAIL STANDARDS



MEMBERS

Steve Suttle, Chairman Abilene

Uhr, Vice-Chairman New Braunfels

Sheriff T. L. Baker

Amarillo

Haynes H. Brindley, M.D.

Temple

Gayle R. Carden

Greenville

Judge Lidencio G. Garza; Jr. Falturrias

Sherift lack Heard Houston

Andy J. McMullen

Hamilton

March 22, 1979

County Judge Fort Bend County

The Honorable Jodie E. Stavinoha

Fort Bend County Courthouse

Richmond, Texas 77469

From the Office of the Executive Director Guy F. Van Cleave

Dear Judge Stavinoha:

and the state of

The Design Development drawings for the new Fort Bend County Jail have been preliminarily reviewed by this Agency in the presence of your architect, Mr. DiStefano, and your Jail Captain, Jack Henson.

The plans are found to be in substantial compliance in all respects and you are authorized to proceed to construction documents pending receipt of a final reply to this submission.

This appears to be a truly fine and economical design Congratulations!

Sincerely,

Robert O. Viterna

Acting Executive Director

ROV:mm

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Southwest Jexas State University

Texas Justice of the Peace Training Center

San Marcos, Texas 78666

(512) 245-2349

March 21, 1979

Hon. Jodie Stavinoho Fort Bend County Courthouse Richmond, Texas 77469

Dear Judge Stavinoho:

During the week of March 11-16, 1979, Judge L. E. Eguia successfully completed a forty hour course in the responsibilities of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the responsibilities of the J.P. office and additionally to complete a twenty hour course each year thereafter. This article encompasses all justices who took office since August 30, 1963 and are not licensed attorneys. The funding of this program, which provides free room and board for the judges at the seminar, is made possible through a grant from the Governor's Office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As ninety to ninety-five percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

Ronald D. Champion Executive Director

No changes in Depository Pledge Contracts.

RE: ACCEPT LOW BID OF GEORGE PHARIS CHEVROLET INC. FOR ONE NEW CAR FOR THE FORT BEND COUNTY SHERIFFS' DEPARTMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissionr W. Lee Schmidt, and duly passed, the court accepted the low bid of George Pharis Chevrolet, Inc. for one new car for the Fort Bend County Sheriffs' Department in the amount of \$6,118.78.

5 RE: APPROVE SUBDIVISION PLATS OF THE GROVE SECTION II AND PECAN GROVE PLANTATION SEC.II:

Plans for the Subdivision Plats of the Grove Section II and Pecan Grove Plantation Section II were not ready for the courts approval.

RE: ACCEPTANCE OF ROLLING OAKS ROADS INTO THE COUNTY ROAD SYSTEM IN PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, Commissioner Johnnie Pustka opposed, and duly passed, the court authorized the acceptance of Rolling Oaks roads into the County Road System in Precinct #4. Field notes as follows:

CHARLIE KALKOMEY SURVEYING, INC.

1702 WALGER STREET ROSENBERG. TEXAS 77471

MEADOW WAY CIRCLE

OFFICE: PHONE 342,2033 PHONE 232-2205

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD BEING OVER AND ACROSS A 116.4058 ACRE TRACT OF LAND IN THE WILLIAM ANDRUS LEAGUE, ABSTRACT 3, FORT BEND COUNTY, TEXAS, SAID 116.4058 ACRE TRACT AS COMPOSED OF (a) THAT CERTAIN TRACT 6 (DAVIS TRACT) CALLED 14.0 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, (b) 77.6578 ACRES OUT OF A 143.5 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (c) 20.4677 ACRES OF LAND BEING A PART OF TRACT C AND TRACTS D, E AND F OF THE COOK & KING SIMMONS ESTATE 66.48 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 128, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (d) 3.8310 ACRES OF LAND BEING A PART OF A 14.05 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 574, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (e) A 0.4493 ACRE TRACT OUT OF A 243.017 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 553, PAGE 266 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

COMMENCING at an Iron Pipe set in the East Right-of-Way line of F. M. Highway 723 at the Southwest corner of the aforementioned called 14.0 Acre Tract, said point being the Southwest corner of the aforementioned 116.4058 Acre Tract;

THENCE North 00 degrees 37 minutes 57 seconds East along the East Right-of-Way line of F. M. Highway 723, 927.00 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 20 minutes 45 seconds West, 978.46 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 18 minutes 31 seconds West, 1098.47 feet to a concrete Right-of-Way marker for an angle point on said line;

THENCE North 00 degrees 20 minutes 00 seconds West, 670.63 feet to a point for the Place of Beginning of the herein described centerline;

THENCE South 89 degrees 40 minutes 00 seconds East, 320.14 feet to a point in the center of a cul-de-sac having a radius of 50 feet for the Place of Ending of the herein described centerline;

Charlie Kalkomey, RPS

No. 1399

June 5, 1978

CHARLIE KALKOMEY

REGISTERED PUBLIC SURVEYOR

1702 WALGIR STREET ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY REGISTERED PUBLIC SURVEYOR

BROAD OAKS DRIVE

OFFICE: PHONE 342-2033 HOME: PHONE 232-2205

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD BEING OVER AND ACROSS A 116.4058 ACRE TRACT OF LAND IN THE WILLIAM ANDRUS LEAGUE, ABSTRACT 3, FORT BEND COUNTY, TEXAS, SAID 116.4058 ACRE TRACT AS COMPOSED OF (a) THAT CERTAIN TRACT 6 (DAVIS TRACT) CALLED 14.0 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, (b) 77.6578 ACRES OUT OF A 143.5 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (c) 20.4677 ACRES OF LAND BEING A PART OF TRACT C AND TRACTS D, E AND F OF THE COOK & KING SIMMONS ESTATE 66.48 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 128, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (d) 3.8310 ACRES OF LAND BEING A PART OF A 14.05 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 574, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (e) A 0.4493 ACRE TRACT OUT OF A 243.017 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 553, PAGE 266 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

COMMENCING at an Iron Pipe set in the East Right-of-Way line of F. M. Highway 723 at the Southwest corner of the aforementioned called 14.0 Acre Tract, said point being the Southwest corner of the aforementioned 116.4058 Acre Tract;

THENCE North 00 degrees 37 minutes 57 seconds East along the East Right-of-Way line of F. M. Highway 723, 927.00 feet to a concrete Right-of-Way marker for an angle point in said line:

THENCE North 00 degrees 20 minutes 45 seconds West, 326.42 feet to a point, said point being in the centerline of a 60 foot wide road bearing in an Easterly direction;

THENCE North 89 degrees 39 minutes 15 seconds East along the centerline of the aforementioned 60 foot wide road, 427.00 feet to a point for the Place of Beginning of the herein described centerline;

THENCE South 00 degrees 20 minutes 45 seconds East along the centerline of the herein described 60 foot wide road, 1077.60 feet to a point in the center of a cul-de-sac, having a radius of 50 feet for the Place of Ending of the herein described centerline.

> Charlie Lalbar Charlie Kalkomey, RPS No. 1399

June 5, 1978

FIELD NOTES - 60 Foot Wide Road (Cont'd.)

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Page 2

THENCE along said curve to the left having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 186.603 feet, 97.71 feet to the Point of Reverse Curvature of said curve;

THENCE along said curve to the right having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 186.603 feet, 97.71 feet to a point in the centerline of a culde-sac, having a radius of 50 feet for the Place of Ending of the herein described centerline.

> Charlie Kackomay Charlie Kalkomey, RPS

No. 1399

1702 WALGER STREET
ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

DEERWOOD DRIVE (EAST)

OFFICE: PHONE 342-2033 HOME: PHONE 232-2205

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD BEING OVER AND ACROSS A 116.4058
ACRE TRACT OF LAND IN THE WILLIAM ANDRUS LEAGUE, ABSTRACT 3, FORT BEND COUNTY, TEXAS, SAID
116.4058 ACRE TRACT AS COMPOSED OF (a) THAT CERTAIN TRACT 6 (DAVIS TRACT) CALLED 14.0 ACRE
TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22 OF THE DEED RECORDS OF FORT BEND
COUNTY, TEXAS, (b) 77.6578 ACRES OUT OF A 143.5 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME
120, PAGES 19-22, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (c) 20.4677 ACRES OF LAND BEING
A PART OF TRACT C AND TRACTS D, E AND F OF THE COOK & KING SIMMONS ESTATE 66.48 ACRE TRACT
MORE FULLY DESCRIBED IN VOLUME 128, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS,
(d) 3.8310 ACRES OF LAND BEING A PART OF A 14.05 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME
574, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (e) A 0.4493 ACRE TRACT OUT OF A
243.017 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 553, PAGE 266 OF THE DEED RECORDS OF FORT
BEND COUNTY, TEXAS.

COMMENCING at an Iron Pipe set in the East Right-of-Way line of F. M. Highway 723 at the Southwest corner of the aforementioned called 14.0 Acre Tract, said point being the Southwest corner of the aforementioned 116.4058 Acre Tract;

THENCE North 00 degrees 37 minutes 57 seconds East along the East Right-of-Way line of F. M. Highway 723, 927.00 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 20 minutes 45 seconds West, 978.46 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 18 minutes 31 seconds West, 219.59 feet to a point in the centerline of a 60 foot wide road bearing in an Easterly direction;

THENCE North 89 degrees 41 minutes 29 seconds East along the aforementioned centerline, 279.97 feet to the Point of Curvature of a curve to the right;

THENCE along said curve to the right having a central angle of 60 degrees 00 minutes 00 seconds and a radius of 173.205 feet, 181.38 feet to the Point of Tangency of said curve;

THENCE South 30 degrees 18 minutes 31 seconds East, 50.00 feet to a point, said point being in a 60 foot wide road bearing in a Northeasterly direction;

THENCE North 59 degrees 41 minutes 29 seconds East along the centerline of the second mentioned 60 foot wide road, 407.27 feet to the Point of Curvature of a curve to the left;

THENCE along said curve to the left having a central angle of 60 degrees 00 minutes 00 seconds and a radius of 173.205 feet, 181.38 feet to the Point of Tangency of said curve;

THENCE North 00 degrees 18 mintues 31 seconds West, 665.52 feet to a point for the Place of Beginning of the herein described centerline;

THENCE North 89 degrees 41 minutes 29 seconds East, 455.33 feet to a point in the center of a cul-de-sac, having a radius of 50 feet for the Place of Ending of the herein described centerline.

Charlie Kalkomey, RPS

No. 1399

CHARLIE KALKOMEY SURVEYING, INC.

1702 WALGER STREET
ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

ROLLING OAKS DRIVE

OFFICE: PHONE 342.2033

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD BEING OVER AND ACROSS A 116.4058
ACRE TRACT OF LAND IN THE WILLIAM ANDRUS LEAGUE, ABSTRACT 3, FORT BEND COUNTY, TEXAS, SAID
116.4058 ACRE TRACT AS COMPOSED OF (a) THAT CERTAIN TRACT 6 (DAVIS TRACT) CALLED 14.0 ACRE
TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22 OF THE DEED RECORDS OF FORT BEND
COUNTY, TEXAS, (b) 77.6578 ACRES OUT OF A 143.5 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME
120, PAGES 19-22, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (c) 20.4677 ACRES OF LAND BEING
A PART OF TRACT C AND TRACTS D, E AND F OF THE COOK & KING SIMMONS ESTATE 66.48 ACRE TRACT
MORE FULLY DESCRIBED IN VOLUME 128, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS,
(d) 3.8310 ACRES OF LAND BEING A PART OF A 14.05 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME
574, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (e) A 0.4493 ACRE TRACT OUT OF A
243.017 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 553, PAGE 266 OF THE DEED RECORDS OF FORT
BEND COUNTY, TEXAS.

COMMENCING at an Iron Pipe set in the East Right-of-Way line of F. M. Highway 723 at the Southwest corner of the aforementioned called 14.0 Acre Tract, said point being the Southwest corner of the aforementioned 116.4058 Acre Tract;

THENCE North 00 degrees 37 minutes 57 seconds East along the East Right-of-Way line of F. M. Highway 723, 927.00 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 20 minutes 45 seconds West, 326.42 feet to a point for the Place of Beginning of the herein described centerline;

THENCE North 89 degrees 39 minutes 15 seconds East, 720.00 feet to a point, said point being the Point of Curvature of a curve to the right;

THENCE along said curve to the right having a central angle of 37 degrees 43 minutes 19 seconds and a radius of 146.363 feet, 96.36 feet to the Point of Tangency of said curve;

THENCE South 52 degrees 37 minutes 26 seconds East, 196.52 feet to the Point of Curvature of a curve to the left;

THENCE along said curve to the left having a central angle of 67 degrees 43 minutes 19 seconds and a radius of 74.517 feet, 88.08 feet to the Point of Tangency of said curve;

THENCE North 59 degrees 39 minutes 15 seconds East, 258.81 feet to a point in Andrus Creek for the Place of ending of the herein described centerline of a 60 foot wide road.

Charlie Kalkomey, RPS

No. 1399

1702 WALGIR STREET
ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

50 FOOT RADIUS CUL-DE-SAC

OFFICE: PHONE 342.2033 HOME: PHONE 232.2205

FIELD NOTES FOR THE CENTER OF A CUL-DE-SAC BEING A PART OF A 116.4058 ACRE TRACT OF LAND IN THE WILLIAM ANDRUS LEAGUE, ABSTRACT 3, FORT BEND COUNTY, TEXAS, SAID 116.4058 ACRE TRACT AS COMPOSED OF (a) THAT CERTAIN TRACT 6 (DAVIS TRACT) CALLED 14.0 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, (b) 77.6578 ACRES OUT OF A 143.5 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (c) 20.4677 ACRES OF LAND BEING A PART OF TRACT C AND TRACTS D, E AND F OF THE COOK & KING SIMMONS ESTATE 66.48 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 128, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (d) 3.8310 ACRES OF LAND BEING A PART OF A 14.05 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 574, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (e) A 0.4493 ACRE TRACT OUT OF A 243.017 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 553, PAGE 266 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

COMMENCING at an Iron Pipe set in the East Right-of-Way line of F. M. Highway 723 at the Southwest corner of the aforementioned called 14.0 Acre Tract, said point being the Southwest corner of the aforementioned 116.4058 Acre Tract;

THENCE North 00 degrees 37 minutes 57 seconds East along the East Right-of-Way line of F. M. Highway 723, 927.00 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 20 minutes 45 seconds West, 978.46 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 18 minutes 31 seconds West, 1098.47 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 20 minutes 00 seconds West, continuing along the East Right-of-Way line of F. M. Highway 723, 1001.80 feet to a concrete Right-of-Way marker on said line;

THENCE North 00 degrees 20 minutes 00 seconds West, 322.68 feet to a point;

THENCE North 89 degrees 40 minutes 00 seconds East, 40.00 feet to a point being the center of the herein described cul-de-sac, having a radius of 50 feet.

Charlie Kalkomey, RPS

No. 1399

June 6, 1978

1702 WALGER STREET
ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

DEERWOOD DRIVE

OFFICE: PHONE 342-2033
HOME: PHONE 232-2205

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD BEING OVER AND ACROSS A 116.4058
ACRE TRACT OF LAND IN THE WILLIAM ANDRUS LEAGUE, ABSTRACT 3, FORT BEND COUNTY, TEXAS, SAID
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THENCE North 00 degrees 37 minutes 57 seconds East along the East Right-of-Way line of F. M. Highway 723, 927.00 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 20 minutes 45 seconds West, 978.46 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 18 minutes 31 seconds West, 219.59 feet to a point in the centerline of a 60 foot wide road bearing in an Easterly direction;

THENCE North 89 degrees 41 minutes 29 seconds East along the aforementioned centerline, 279.97 feet to the Point of Curvature of a curve to the right;

THENCE along said curve to the right having a central angle of 60 degrees 00 minutes 00 seconds and a radius of 173.205 feet, 181.38 feet to the Point of Tangency of said curve;

THENCE South 30 degrees 18 minutes 31 seconds East, 50.00 feet to a point for the Place of Beginning of the herein described centerline;

THENCE North 59 degrees 41 minutes 29 seconds East, 407.27 feet to the Point of Curvature of a curve to the left;

THENCE along said curve to the left having a central angle of 60 degrees 00 minutes 00 seconds and a radius of 173.205 feet, 181.38 feet to the Point of Tangency of said curve;

THENCE North 00 degrees 18 minutes 31 seconds West, 665.52 feet to a point;

THENCE South 89 degrees 41 minutes 29 seconds West, 107.27 feet to the Point of Curvature of a curve to the left;

FIELD NOTES - 60 Foot Wide Road (Cont'd.)

Page 2

THENCE along said curve to the left having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 186.603 feet, 97.71 feet to the Point of Reverse Curvature of said curve;

THENCE along said curve to the right having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 186.603 feet, 97.71 feet to a point in the centerline of a culde-sac, having a radius of 50 feet for the Place of Ending of the herein described centerline.

Charlie Kalkomey, RPS

No. 1399 June 5, 1978

1702 WALGER STREET ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

RIVA RIDGE DRIVE

OFFICE: PHONE 342.2033 HOME: PHONE 232.2205

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD BEING OVER AND ACROSS A 116.4058 ACRE TRACT OF LAND IN THE WILLIAM ANDRUS LEAGUE, ABSTRACT 3, FORT BEND COUNTY, TEXAS, SAID 116.4058 ACRE TRACT AS COMPOSED OF (a) THAT CERTAIN TRACT 6 (DAVIS TRACT) CALLED 14.0' ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, (b) 77.6578 ACRES OUT OF A 143.5 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (c) 20.4677 ACRES OF LAND BEING A PART OF TRACT C AND TRACTS D, E AND F OF THE COOK & KING SIMMONS ESTATE 66.48 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 128, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (d) 3.8310 ACRES OF LAND BEING A PART OF A 14.05 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 574, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (e) A 0.4493 ACRE TRACT OUT OF A 243.017 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 553, PAGE 266 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

COMMENCING at an Iron Pipe set in the East Right-of-Way line of F. M. Highway 723 at the Southwest corner of the aforementioned called 14.0 Acre Tract, said point being the Southwest corner of the aforementioned 116.4058 Acre Tract;

THENCE North 00 degrees 37 minutes 57 seconds East along the East Right-of-Way line of F. M. Highway 723, 927.00 feet to a concrete Right-of-Way marker for an angle point in said line;

THENCE North 00 degrees 20 minutes 45 seconds West, 326.42 feet to a point, said point being in the centerline of a 60 foot wide road bearing in an Easterly direction;

THENCE along said centerline, North 89 degrees 39 minutes 15 seconds East, 720.00 feet to the Point of Curvature of a curve to the right;

THENCE along said curve to the right having a central angle of 37 degrees 43 minutes 19 seconds and a radius of 146.363 feet, 96.36 feet to the Point of Tangency of said curve;

THENCE South 52 degrees 37 minutes 26 seconds East, 196.52 feet to the Point of Curvature of a curve to the left;

THENCE along said curve to the left having a central angle of 67 degrees 43 minutes 19 seconds and a radius of 74.517 feet, 88.08 feet to the Point of Tangency of said curve for the Place of Beginning of the herein described centerline;

THENCE South 30 degrees 20 minutes 45 seconds East along the herein described centerline, 173.79 feet to the Point of Curvature of a curve to the right;

THENCE along said curve to the right having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 373.205 feet, 195.41 feet to the Point of Tangency of said curve;

THENCE South 00 degrees 20 minutes 45 seconds East, 544.61 feet to a point in the center of a cul-de-sac having a radius of 50 feet for the Place of Ending of the herein described centerline.

Charlie Kalkomey, RPS

No. 1399

1702 WALGER STREET ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

yel Call Mark Harmon Back

OAK KNOLL DRIVE

OFFICE: PHONE 342-2033
HOME: PHONE 232-2205

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD BEING OVER AND ACROSS A 116.4058 ACRE TRACT OF LAND IN THE WILLIAM ANDRUS LEAGUE, ABSTRACT 3, FORT BEND COUNTY, TEXAS, SAID 116.4058 ACRE TRACT AS COMPOSED OF (a) THAT CERTAIN TRACT 6 (DAVIS TRACT) CALLED 14.0 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, (b) 77.6578 ACRES OUT OF A 143.5 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 120, PAGES 19-22, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (c) 20.4677 ACRES OF LAND BEING A PART OF TRACT C AND TRACTS D, E AND F OF THE COOK & KING SIMMONS ESTATE 66.48 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 128, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (d) 3.8310 ACRES OF LAND BEING A PART OF A 14.05 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 574, PAGE 290, DEED RECORDS OF FORT BEND COUNTY, TEXAS, (e) A 0.4493 ACRE TRACT OUT OF A 243.017 ACRE TRACT MORE FULLY DESCRIBED IN VOLUME 553, PAGE 266 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

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THENCE North 00 degrees 20 minutes 45 seconds West, 326.42 feet to a point, said point being in the centerline of a 60 foot wide road bearing in an Easterly direction;

THENCE along said centerline, North 89 degrees 39 minutes 15 seconds East, 720.00 feet to the Place of Beginning of the herein described centerline;

THENCE North 00 degrees 20 minutes 45 seconds West along the herein described centerline, 231.79 feet to the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 29 degrees 57 minutes 46 seconds and a radius of 186.845 feet, 97.71 feet to the Point of Tangency of said curve;

THENCE North 30 degrees 18 minutes 31 seconds West, 530.54 feet to the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 60 degrees 00 minutes 00 seconds and a radius of 173.205 feet, 181.38 feet to the Point of Tangency of said curve;

THENCE South 89 degrees 41 minutes 29 seconds West, 279.97 feet to a point in the East Right-of-Way line of F. M. Highway 723 for the Place of Ending of the herein described centerline.

Charlie Kalkomey, RPS

Charlie Kalbone

No. 1399

June 5, 1978

RE: RAY BAILEY, ARCHITECT - PRESENTATION OF PRELIMINARY PLANS ON COURTHOUSE RENOVATION:

Ray Bailey, Architect appeared before the court with his presentation of preliminary plans for the Courthouse renovation.

RE: APPROVAL OF CONTRACT WITH RAY B. BAILEY ARCHITECTS, INC. FOR THE RENOVATION OF THE FORT BEND COUNTY COURTHOUSE:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the contract with Ray B. Bailey Architects, Inc. for the renovation of the Fort Bend County Courthouse. Compensation shall be based on 13.0 percent of the construction cost of the project. Contract as follows:



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

10

AGREEMENT

是是自己的对关的原则是自己的证法

made as of the Eighth Hundred and Seventy Nine.

day of January

in the year of Nineteen

BETWEEN the Owner:

Fort Bend County P.O. Box 368 Richmond, Texas

and the Architect:

Ray B. Bailey Architects, Inc. 4100 S. Shepherd Drive, Suite 100

Houston, Texas 77098

For the following Project:

(Include detailed description of Project location and scope.)

Provide architectural services as herein defined for the restoration and renovation of the Fort Bend County Courthouse located in Richmond, Texas. The project scope shall include major exterior and interior restoration/renovation, rearrangement of interior partitions as required by new program, new mechanical, electrical and plumbing systems, site development, and linkage to the adjacent courthouse annex.

The Owner and the Architect agree as set forth below.

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B141-1977 1

1.1 SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 DESIGN DEVELOPMENT PHASE

10

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjust-

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated; installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to ce ermine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and imitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

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1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

- 1.7.2 Providing financial feasibility or other special studies.
- 1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
- 1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- **1.7.6** Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.
- 1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.
- 1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 1.7.11 Providing services for planning tenant or rental spaces.
- 1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.
- 1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.
- 1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.
- 1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during con-

- struction, and furnishing services as may be required in connection with the replacement of such Work.
- 1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.
- 1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.
- 1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval, a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- 2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

- 2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.
- 2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.
- 2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
- 2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.
- 2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.
- 2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

- 3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.
- 3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

signed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

- 3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.
- 3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.
- **3.2.3** If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.
- 3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

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ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

- **5.1** Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:
- **5.1.1** Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.
- **5.1.2** Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.
- **5.1.3** Expense of data processing and photographic production techniques when used in connection with Additional Services.
- **5.1.4** If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- 5.1.5 Expense of renderings, models and mock-ups requested by the Owner.
- **5.1.6** Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

- **6.1.1** An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.
- **6.1.2** Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.
- **6.1.3** If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

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other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

- 9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.
- 9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- **9.3** The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 10

TERMINATION OF AGREEMENT

- 10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.
- 10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

- 10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:
 - .1 20 percent if termination occurs during the Schematic Design Phase; or
 - .2 10 percent if termination occurs during the Design Development Phase; or
 - .3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

- 11.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.
- 11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.
- 11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of

zero

dollars (\$ -0-

shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

Percentage of construction cost.

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

Compensation shall be based on 13.0 percent (13%) of the construction cost of the project.

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14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Schematic Design Phase:
Design Development Phase:
Construction Documents Phase:
Bidding or Negotiation Phase:
Construction Phase:

percent (25 %)
percent (10 %)
percent (40 %)
percent (5 %)

percent (20 %)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

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COMPENSATION FOR ADDITIONAL SERVICES

14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services induded in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

- 1. Principals' time at the fixed rate of forty dollars (\$40.00) per hour. For the purposes of this agreement, the principals are:

 Ray B. Bailey

 Wi Niam H. Merriman
- 2. Employees' time at a multiple of two and one half (2.5) times their direct personnel expense as defined in Article 4.

14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of one and one tenth (1.10) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Africle 15, if required)

- FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of One (1.0) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.
- Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here in ort any rate of interest agreed upon.)

(Using laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulation at the wher's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.).

- 14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:
- 14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.
- 14.7.2 IF THE SERVICES covered by this Agreement have not been completed within twenty-four (24) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

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ARTICLE 15

OTHER CONDITIONS OR SERVICES

- 15.1 Billings for basic services shall be billed to the Owner on or before the tenth (10th) of the month and all sums so billed by the tenth (10th) of the month shall be payable on or before the twenty-fifth (25th) of that month.
- 15.2 Billings for additional services shall be billed on the same basis as stated in 15.1.
- 15.3 Press releases regarding the project shall list the architect for the project.
- 15.4 Work with the Owner in analyzing his needs and programming the requirements of the project.

This Agreement entered into as of the day and year first written above.

P.O. Box 368

Richmond, Texas

By Acc S. Marchaella

Judge Jodie Stavinoha

ARCHITECT
Ray B. Bailey Architects, Inc.

Houston, Texas .77098

4100 S. Shepherd Dr., Ste. 100

y Bailey, President

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RE: APPROVAL OF PARTIAL PAYMENT OF ARCHITECTURAL SERVICE COVERING PERIOD THROUGH FEBRUARY 28, 1979:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the partial payment of Architectural service covering period from January 1 through February 28, 1979, to Ray B. Bailey, Architects, in the amount of \$9,829.75. Being 5% completion of Project Services. Bill as follows:

Ray B. Bailey, Architects

INVOICE NO. 7901.1

ARCHITECTURAL SERVICES PHASE I: Research, programming, conceptual diagramming, and related client meetings for the restoration and renovation of the Fort Bend County Courthouse, Richmond, Texas, from January 1 through February 28, 1979.

BASIC SERVICES:

5% Completion of Project Services \$1,500,000 x .13 x .05 = \$9,750.00

REIMBURSABLE EXPENSES:

A-1 Blue Print Invoice #6420 \$265.56 " " #7740 64.19 \$329.75

Total Reimbursable Expenses:

329.75

TOTAL THIS INVOICE:

\$9,829.75

O RE: MR. KEN VALKA, MAYOR OF MISSOURI CITY - COUNTY'S IMPROVEMENT OF LEXINGTON BLVD. AND ASSESSMENT TO HERMAN HOSPITAL AND EAST FORT BEND COUNTY GENERAL HOSPITAL, LTD.:

Mr. Ken Valka informed the court that plans had not been finalized. No action taken.

\ RE: UNFORSEEN EMERGENCY TO AMEND THE BUDGET FOR ADVERTISING AND PUBLICATIONS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered that an unforseen emergency arose to amend the budget for advertising and publications in the amount of \$5,000.00.

12 RE: AUTHORIZE FINANCIAL SUPPORT FOR COASTAL PLAINS SOIL CONSERVATION PROGRAM:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the payment of \$1500.00 to Coastal Plains Soil Conservation Program to supplement salaries. \$1500.00 to be divided between the 4 Commissioner Precincts and the Fort Bend County Drainage District, being \$300.00 each.

3 RE: ORDER TO ALLOW THE ADDITION OF THREE EXTRA DOORS AT THE COUTHOUSE ANNEX:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered to allow to add three additional doors at the courthouse annex at the price of \$500.00 each. Change proposal as follows:

				OPOSAL	DATE: 5 M:	NO.: 17	
Construction	. O. BOX 2651 • 451			REVISED DA	. 1		
Contractors & Managers HOUSTON, TEXAS 77001 • 713/6 PROPOSAL ISSUED TO: Christopher DiStefano & Associates 1800 Saint James Place, Suite 501 Houston, Texas 77056			PROJECT: #361 - Port Bend County Courthouse Annex				
ATTENTION: MR. Jerome Kutach			. 1 .	ECT: ARCHITECT • E	•		
DESCRIPTION:				wistopher Dis		ssociates	
Add Doo	or, Frame and Har	dware.					
COPE OF WORK:	Sub- Contractors	Mater	ials	Equipment	Labor Bürden	TOTALS	
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UALIFICATIONS & CLARIFICATI This is submitt	ons: ed per our verba	l quotati	on.	<u> </u>	ATTON (\$ 500.00	

DARCHITECT DENGINEER DESIGNER HOWNE

____) dollars per work day. Work day = 1.4 Calendar days.

Jeff Holstien

overhead expense which exceeds (\$_

ISSUED BY:

cancels this cuotation in its entirety and will require a new formal quotation which will include the General Contractor's

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for and permit granting telephone cable crossing to Fort Bend Telephone Company on Roesner Road in Katy, Texas in precinct #4, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

温度にはは

COMES NOW FORT BEND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County of its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioner's and its Engineer in the construction and installation, and to notify the County Commissioner in the Precincts, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still available for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

A Bond is required to be in force during the construction period and for one year thereafter to assure that the area is returned to and remains in its previously existing condition.

The undersigned officer of said Company has full authority to bind said Company hereto.

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Executed in quadruplicate orginals this 20th day of March 19 79

Ft. Bend Telephone Co.

By: D.K. Owen
Plant Engineer

Attest: Secretary

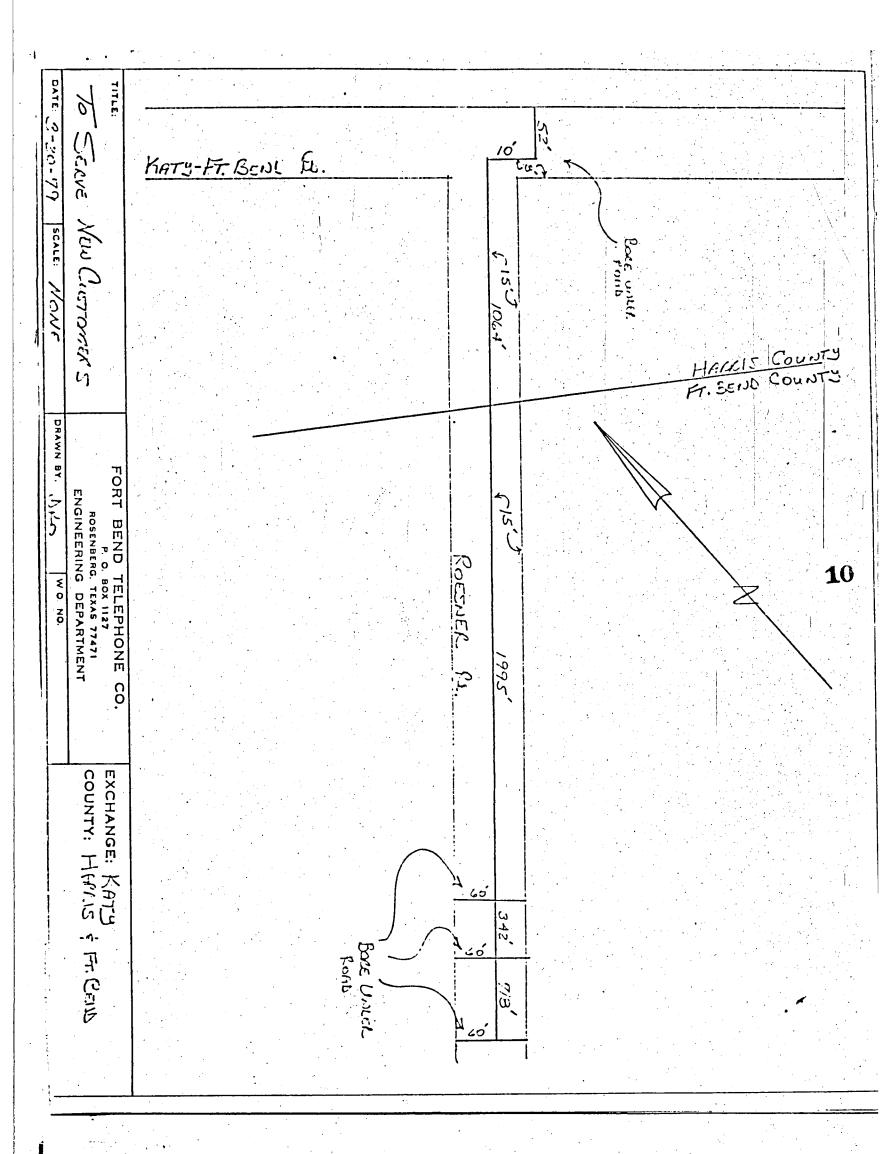
PERMIT

IN THE COMMISSIONER'S COURT ----FORT BEND COUNTY, TEXAS ON THIS the day of March on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

By: County Judge

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RE: APPLICATION FOR AND PERMIT GRANTING TYPICAL CROSS-SECTION ACROSS STILES LANE FACING NORTH AND AT KEEGAN ROAD FACING EAST TO SOUTHWESTERN BELL TELEPHONE CO.:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the application for and permit granting typical cross-section across Stiles Lane facing North and at Keegan Road facing east in Precinct/Southwestern Bell Telephone Company, subject to change of work within 6 feet of property line. Application for and permit as follows:

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this the <u>8th</u> day of <u>MARCH</u>, 1979, the undersign Southwestern Bell Telephone Company, a corporation, does hereby notify you of its , 1979 , the undersigned intention to use the hereinafter described public roads right-of-way in Fort Bend County for the purposes of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

BEGINNING AT THE NORTHEAST CORNER OF DAIRY ASHFORD RD. AT KEEGAN RD. AND EXTENDING ACROSS KEEGAN RD. TO THE SOUGHEAST CORNER. THENCE CROSSING STILES LN. AT A POINT 28 FEET SOUTH OF KEEGAN RD. AND EXTENDING IN A SOUTHERLY DIRECTION PARALLEL AND ADJACENT TO THE WEST R/W LINE OF STILES RD. FOR A DISTANCE OF 1045 FEET.

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Charles and the second

The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deeping of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

The undersigned further agrees to obey all rules of the County Commissioners and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said cable and/or

The undersigned representative of said company has full authority to bind said Company hereto.

> SUNSET *17 TEL. CO. LOG NO.

SOUTHWESTERN BELL TELEPHONE COMPANY

Project Engineer Conduit District TITLE:

3317 Montrose, Room 220B ADDRESS:

Houston, Texas 77006
Approved As To Form

Legal Dept.
Houston Area

PERMIT

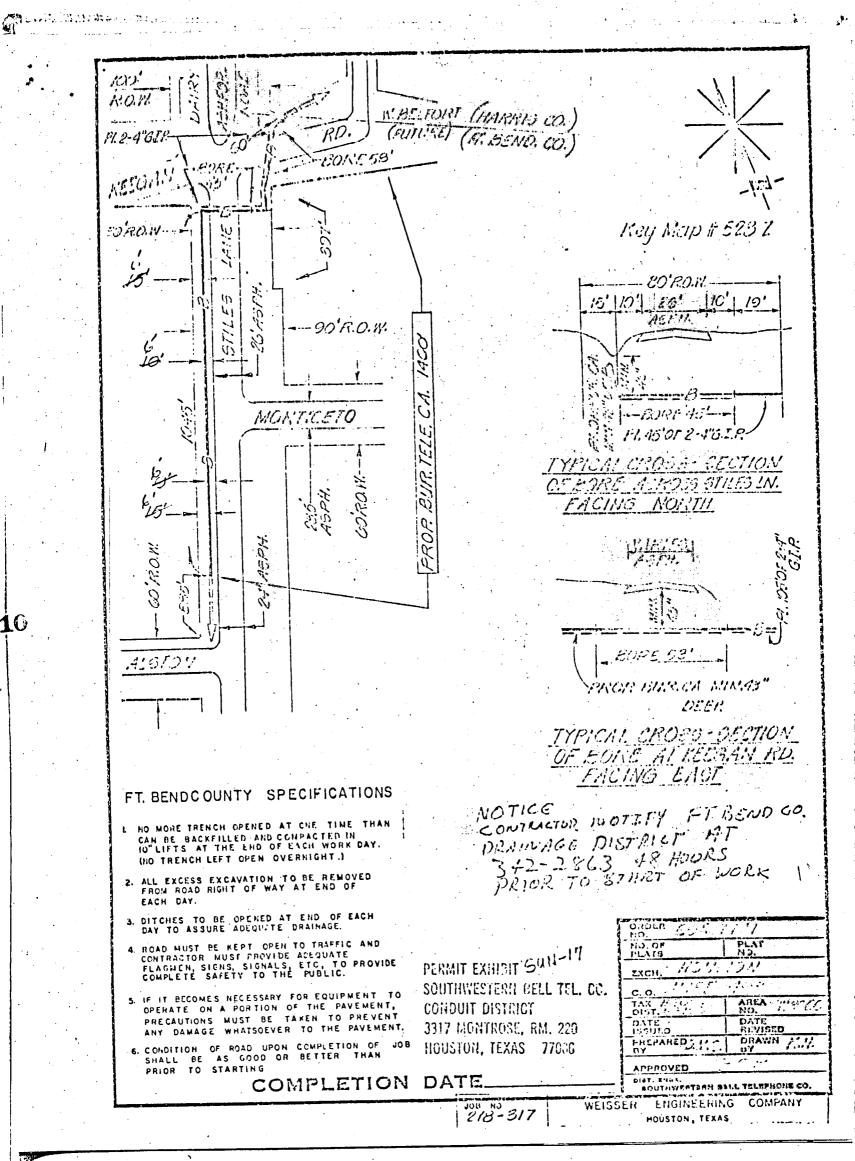
IN THE COMMISSIONERS' COURT ---- FORT BEND COUNTY, TEXAS

ON THIS the 26 day of Minich on motion duly made, seconded and passed by the COMMISSIONERS: COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

County Judge

10



The RE: MR. FRANK PATRYN, CIVIL DEFENSE DIRECTOR - CIVIL DEFENSE ACTIVITY AND DISASTER PLAN

Mr. Frank Patryn, Civil Defense Director discussed with the court the needs of the local civil preparedness Director/Coordinator in non-emergency periods, to develop readiness for operations in emergencies. The Director asked that the Commissioners' call a meeting to prepare a Disaster Plan for Fort Bend County.

Commissioner Johnnie Pustka made a motion that the court not purchase any more buses until such time that the bus, already received, is in running order and what cost would be to repair same. This motion died for lack of second of motion.

There being no further business the court adjourned at 12:35 o'clock P.M.

COUNTY JUDGE

ATTEST;

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 2nd day of April, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Special Session of March 26, 1979.

RE: LETTER FROM SPEAKER BILL CLAYTON OF THE HOUSE OF REPRESENTATIVES AND OFFICE OF LIEUTENANT GOVERNOR, WILLIAM P. HOBBY:

County Judge, Jodie E. Stavinoha read the following letters from Speaker Bill Clayton of the House of Representative concerning the resolutions of the Commissioner's Court of Fort Bend County in support of SB 272, HB 1026, and SB 379. and Lieutenant Governor William P. Hobby concerning the resolution adopted by the Commissioners' Court of Fort Bend County opposing programs passed by the State Legislature without knowledge or approval of local governments, the funding for which has had to come from local taxes. Letters as follows:



State of Texas

House of Representatives

Austin

March 21, 1979

. Dear Judge Stavinoha:

I have received the resolutions of the Commissioner's Court of Fort Bend County in support of SB 272, HB 1026, and SB 379.

SB 272 is now in a subcommittee of the Senate Jurisprudence Committee. This bill has drawn strong support from counties who have felt an increasing burden of funding for indigent council. HB 1026 is in subcommittee of the House Ways and Means Committee, and SB 379 has been referred favorably from the Senate State Affairs Committee.

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the property of the property of the property of the second
I can assure you that I will carefully examine this proposed legislation and appreciate you sharing your concerns with me. If I can be of further service to you, please let me hear from you again on these or on any matters which are of interest to you.

Sincerely,

Bill Clayton

The Honorable Jodie E. Stavinoha County Judge, Fort Bend Post Office Box 386 Richmond, Texas 77469



The State of Texas Office of the Vientenant Governor Austin

WILLIAM P. HOBBY LIEUTENANT GOVERNOR

March 22, 1979

The Honorable Jodie E. Stavinoha County Judge Fort Bend County Post Office Box 368 Richmond, Texas

Dear Judge Stavinoha:

Thank you very much for providing me with a copy of the resolution adopted by the Commissioners' Court of Fort Bend County opposing programs passed by the State Legislature without knowledge or approval of local governments, the funding for which has had to come from local taxes. I am grateful to you for sharing this resolution with me.

I am aware that actions of the State Legislature can have a very serious effect on local units of government, especially as such actions result in requirements that local units expend funds for which no provision has been made by the Legislature. The House of Representatives has adopted a rule requiring a fiscal note be attached to each proposed bill or resolution which would require expenditure on the part of local units of government outlining the nature and extent of such expenditure. Enclosed is copy of this House

Let me assure you that the members of the 66th Legislature will be very cautious in considering any legislation affecting local units of government which might require expenditure on the part of such units. The members will also be cautious in considering recommendations from those supporting reductions in State taxes which might result in increases in local taxes.

Sincerely,

Enclosure

10

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the following changes in Depository Pledge Contracts: The First National Bank of Richmond, Texas to release \$300,000.00 U. S. Treasury Bills due 4/5/79 Receipt #307248. Not necessary to be replaced.

APPROVE SUBDIVISION PLATS OF THE GROVE SECTION II AND PECAN GROVE PLANTATION

The subdivision plats of The Grove Section II and Pecan Grove Plantation Section II were not approved at this time. Tax receipts for the year 1978 were not presented with the plats and Jones & Carter Engineers were asked to present some type of dedication on recreation area to go with the plats. This will be presented at another court meeting.

APPLICATION FOR AND PERMIT GRANTING THE RIGHT TO LAY AN 8" WATER LINE ON AVENUE N. IN PRECINCT #1 TO HOME REAL ESTATE AND DEVELOPMENT INC.:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the application for and permit to lay an 8" 10 Water line on Avenue N. in Precinct #1, to Home Real Estate & Development INc.,

> APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING

TO THE HONORABLE COMMISSIONERS COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

as follows:

Home Real Estate & Development Inc. COMES NOW

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay d/p/ps/// under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

8" water line Petitioner agrees to bury pipe/lime below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County .Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said / water line arising out of laying, maintenance or operation of said / water line

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this

day of

Attest: Secretary

10

PERMIT

IN THE COMMISSIONERS' COURT ---- FORT BEND COUNTY, TEXAS

ON THIS the 2 day of april on motion duly made, seconded and passed by the COMMISSIONERS! COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a MANNEY No John Ide Ide VII under and across the certain roads, ditches, drainage canels and highways as snown on the plats attached to said application on file in the COUNTY JUD E'S OFFICE; upon the condition and agreements of petitioner, said partan/kaxxk/is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District

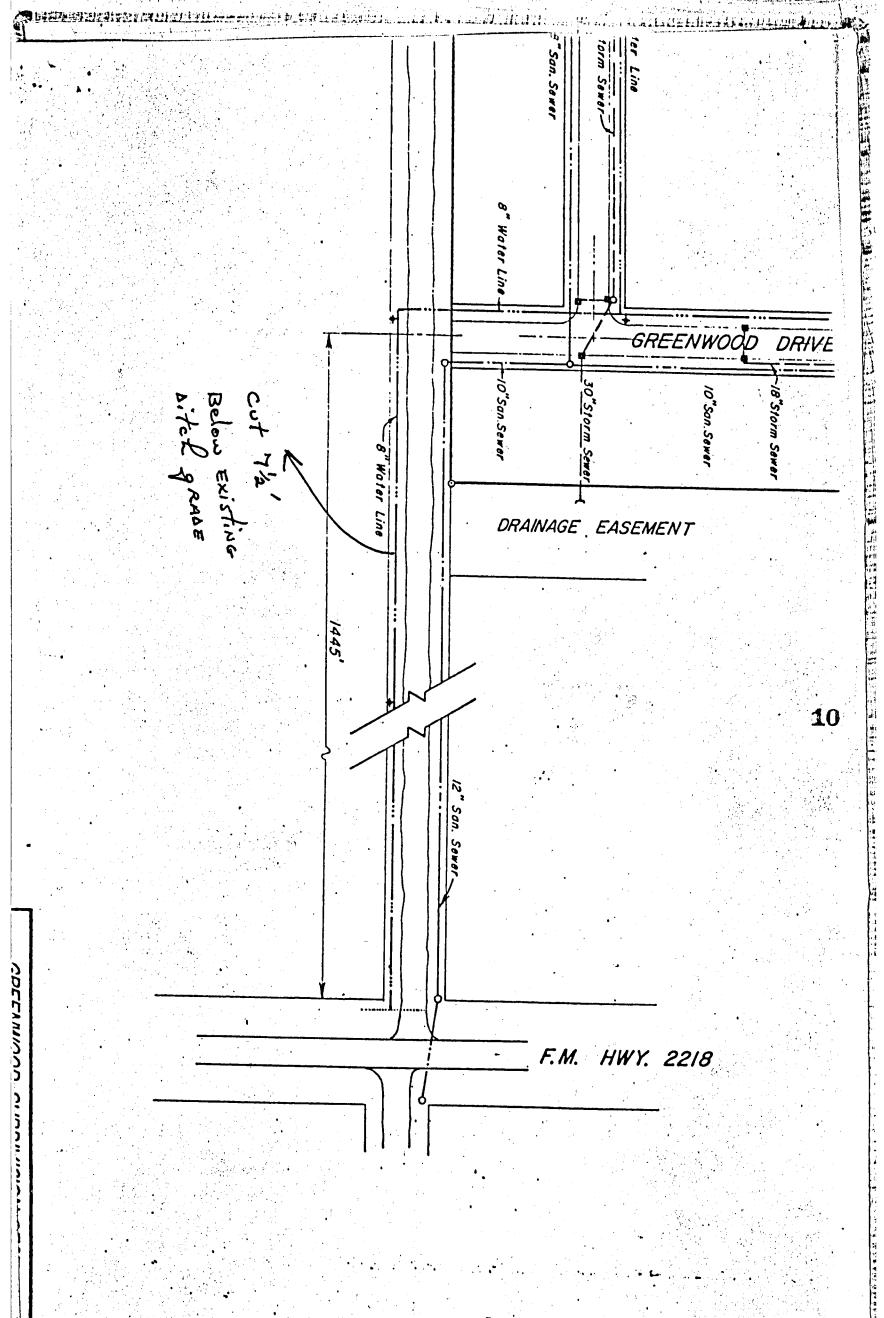
harmless from any course of action aforesaid.

COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

County Judge

THE STATE OF TEXAS COUNTY OF Fort Bend	_}		BEFORE ME
GLENNA J. FRANCIS	, in and for	FORT	BEND
County, Texas, on this day persona	lly appeared r	Bruce E. L	ane
known to me to be subscribed to the foregoing instru			
he executed the same for th	e purposes and	consider	ation therein
expressed.	Bri	rece (A)	and .
GIVEN UNDER MY HAND AND SEAL OF OF A: D. 1979	FICE, this Z	3nd day o	March.
(seal)	Dlenna (). Tra	ncis
<i>\$</i>	GLEN NA XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		***** ****
THE STATE OF TEXAS	`)	•	
COUNTY OF	<u>.</u>	•	BEFORE ME
	, in and for		
County, Texas, on this day persona	ily appeared _		
known to me to be the person whose	name is subsc	ribed to	the fore-
going instrument; and having been	examined by me	e privily	and apart
from her husband, and having the s	ame fully expl	ained to	her, she,
the said be her act and deed, and she declar	red that she h	ad Willin	gly signed
the same for the purposes and cons	sideration ther	ein expre	ssed, and
that she did not wish to retract i	.t.	4*	•
GIVEN UNDER MY HAND AND SEAL OF OF A. D. 19	FICE, this	day o	f
	•	•	
	•		
(seal)			
京菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜菜	采杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂杂	**************************************	**************************************
THE STATE OF TEXAS)		
COUNTY OF)		BEFORE ME
	, in and for_		
County, Texas, on this day persona and			is wife, both
known to me to be the persons who foregoing instrument, and acknowledge.	se names are s	ubscribed	to the
the same for the purposes and con-	sideration the	rein expre	essed, and
the said		wife o	of the said
her, she, the said	having the sa	me intia (explained to acknowledged
such instrument to be her act and	deed, and she	declared	that she
had willingly signed the same for	the purposes	and consid	deration
herein expressed, and that she di	a not wish to	retract 1	•
CIVEN UNDER IT HAND AND SEAL OF O	FFICE, this		day of

There was to great the control of th



RE: MR. HAL HUSBANDS, DISCUSSED FAIRGROUND BUSINESS:

Mr. Hal Husbands gave a progress report on the construction at the Fairgrounds, which he said was coming along fairly well. Also, told the Commissioners' Court that the Junior Fair Board would like an office built, to be used by the Youth Group as well as otherwise needed.

during the Fair time, The Court asked that floor plans or preliminary drawings and estimated cost of floor plans to be presented to the court.

RE: ADVERTISE FOR BIDS FOR 1 OR MORE SETS OF BLEACHERS FOR THE FORT BEND COUNTY FAIRGROUNDS AT THE GEROGE BUILDING E.

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to advertise for bids for 1 or more sets of bleachers for the Fort Bend County Fairgrounds at the George Building E.

RE: APPROVAL OF ADJUSTMENT OF SALARIES OF ASSISTANTS IN THE COUNTY AUDITORS' OFFICE;

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the request of adjudgment of salaries of Assistnats in the County Auditors' office, as follows:

iner and the contraction of the

Hon. Judge Neil Caldwell District Judge, 23rd. Judicial District Richmond, Texas 77469

Hon. Judge G.P. Hardy Jr.
District Judge, 130th Judicial District
Richmond, Texas 77469

Hon. Judge Charles A. Dickerson District Judge, 240th. Judicial District Richmond, Texas 77469

Hon. Judge Sidney Brown District Judge, 328th Judicial District Richmond, Texas 77469

Dear Sirs:

是12.5% 如何如何可以是一个人的问题,但是一个人的问题,但是一个人的问题,但是一个人的问题,但是一个人的问题,但是一个人的问题,但是一个人的问题,但是一个人

Effective March 1, 1979, it is my desire to set the salaries of Assistants, if it meets with your approval as follows:

Margaret Sury \$820.00 Mildred Oberhoff 875.00 Annie L. Gold 703.00

Respectfully yours,

Joyce Tomphins, County Auditor

Fort Bend County

TO THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

We hereby certify that we have approved the salaries as requested by the County Auditor, as set out above.

Judge, 23rd. Judicial District

Judge, 23rd. Judiciai Discrice

Judge, 130th, Judicial District

Judge. 240th. Judicial District

80 0 B

Judge, 328th. Judicial District

RE: APPROVAL OF AGREEMENT AND RESOLUTION BETWEEN STATE AND COUNTY FOR THE EMPLOYEES OF FORT BEND COUNTY DRAINAGE DISTRICT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized that the contract between the State and County be negotiated to cover by agreement all part time employees as well as full time employees of the Fort Bend County Drainage Distrct. Agreement and Resolution and Order, as follows:

RECEIVED

APR 4 1979

MODIFICATION NUMBER 1

TO FORT BEND COUNTY DRAINAGE DISTRICT

E. R. S. Dasi division

10

SOCIAL SECURITY (OASDHI) AGREEMENT

The Employees Retirement System of Texas and the Fort Bend County Drainage District, acting through its agent designated to execute agreements and instruments providing for participation by Fort Bend County Drainage District employees in the plan of Federal Old Age, Survivors, Disability, and Health Insurance, agree to the following change in the original agreement, approved by the Fort Bend County Drainage District on July 6, 1953, and by the State of Texas on July 17, 1973, and acknowledge the full applicability of the original agreement to the following change:

> The exclusion from coverage of employees performing services in part-time positions is deleted.

The effective date of the change incorporated in Item 4 above is as of January 1, 1975

This Modification is agreed to

by Fort Bend County Drainage District (date) [pril 2, 1979] I do E Shown

Title:

by the Employees Retirement System of Texas (date)

17 Conston

Director, Social Security Division

A RESOLUTION AND ORDER

THE STATE OF TEXAS: COUNTY OF FORT BEND:

WHEREAS, on June 29, 1953, the Fort Bend County Commissioners' Court duly passed an order appointing George G. Roane, Chairman, Fort Bend County Drainage District, and Fort Bend County Judge, its agent to execute the agreements and instruments necessary to provide Social Security benefits to certain employees of the Fort Bend County Drainage District and to carry out the provisions of House Bill 603, Acts 52nd Legislature, R. S. 1951, and Public Law 734, 81st Congress, ch. 809, 2d, H. R. 6000; and

WHEREAS, the said George G. Roane did, on July 6, 1953, execute an agreement with the State of Texas providing for coverage of all the employees of the Fort Bend County Drainage District except those specifically excluded by law and those performing services of emergency nature and those in part-time positions; and

WHEREAS, it is deemed advisable and desirable by the Fort Bend County Commissioners' Court to amend the above mentioned agreement so as to include and provide Social Security coverage for employees of the said Fort Bend County Drainage District performing services in part-time positions;

NOW THEREFORE, the Fort Be	nd County Commissioners' Court, governing body of
the Fort Bend County Drainage Distri	ct, on this 2nd day of April,
1978, does hereby authorize	(m2+1-)
	Name) (Title)
of the	to execute any and all necessary
contracts, agreements, and instrumen	ts of every kind and character to bring about the
desired result of including employee	s of said Fort Bend County Drainage District per-
forming services in part-time positi	ons.
On this 2nd day of	April , 1977, the above resolution and
order was moved to be passed by Comm	nissioner Tony Jebbia
and seconded by Commissioner Fd	H Helwig , whereupon a vote of
the Fort Bend County Commissioners'	Court was taken and the said motion passed unani-
mously.	γ
	'
Jodie & Marinalle	Joe !
fall & fflicentul	Campbell
County Judge	Commissioner of Fracinct Three
	5)) 222. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
Man : March	- Collegedelerry
Commissioner of Precinct One	Commissioner of Precinct Four
Commissioner of freezing one	
711. Too Sepande	
Commissioner of Precinct Two	
COUNTIES TOHEL OF LIECTHER INC.	

D RE: MR. STEVE HOWARD & MR. ROBERT GONZALES, H-GAC. - COUNTY CETA PROGRAM:

Mr. Steve Howard and Mr. Robert Gonzales with Houston Galveston Area Council (HGAC) discussed with the court the County CETA Program. The Program will have the following phases.

- Employment and training service center
- 2. Classroom training
- On-the-Job training
- 4. Work experience
- Public service employment program
- Youth employment and training (YETP)
- 7. Youth community conservation and improvement projects
- 8. Summer Youth Program

\\ RE: RE-ALLOCATE REVENUE SHARING FUND OUT OF E.P. 1 thru 8 INTO ANNEX BUILDING FUND:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to re-allocate Revenue Sharing Fund out of E.P. 1 thru 8 into the Annex Building Fund in the amount of \$39,846.11.

USE

RE: ALLOCATE FROM REVENUE SHARING FUND PLANNED /EP 10 TO ANNEX BUILDING FUND:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to allocate from Revenue Sharing Fund Planned Use E.P. 10 to Annex Building fund in the amount of \$50,000.00.

RE: RE-ALLOCATE REVENUE SHARING FUND EP 9 TO FORT BEND COUNTY PLANNING SERVICE ORGANIZATION AND CIVIL PREPARDNESS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to re-allocate \$12,000.00 from Revenue Sharing Fund E.P.9 to Fort Bend County Planning Service Organization and re-allocate \$3,000.00 out of Revenue Sharing Fund E.P.9 to Civil Prepardness.

d place being the grant of the control of the control of the state of the control
14 RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TELEPHONE COMPANY ALONG BAKER ROAD AND PERRY ROAD, IN ROSENBERG AREA:

On Motion of Commissioner Ed. H. Helwig, sconded by Commissioner Tony Jebbia, and duly passed, the court approved the Application for and permit granting telephone cable crossing to Southwestern Bell Telephone Company along Baker Road and Perry Road in Rosenberg Area, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS & County Courthouse Richmond, Texas 77469

COMES NOW

Southwestern Bell. Telephone Company

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plate attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

SEE ATACHED SKETCH (R.O. 84658)

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 21st day of February 1979.

SOUTHWESTERN BELL

By: Manager OSP Engine

Manager-OSP Engineering 301 So. 9th Suite 209 Richmond, Texas 77469

Altest: Secretary

april 3

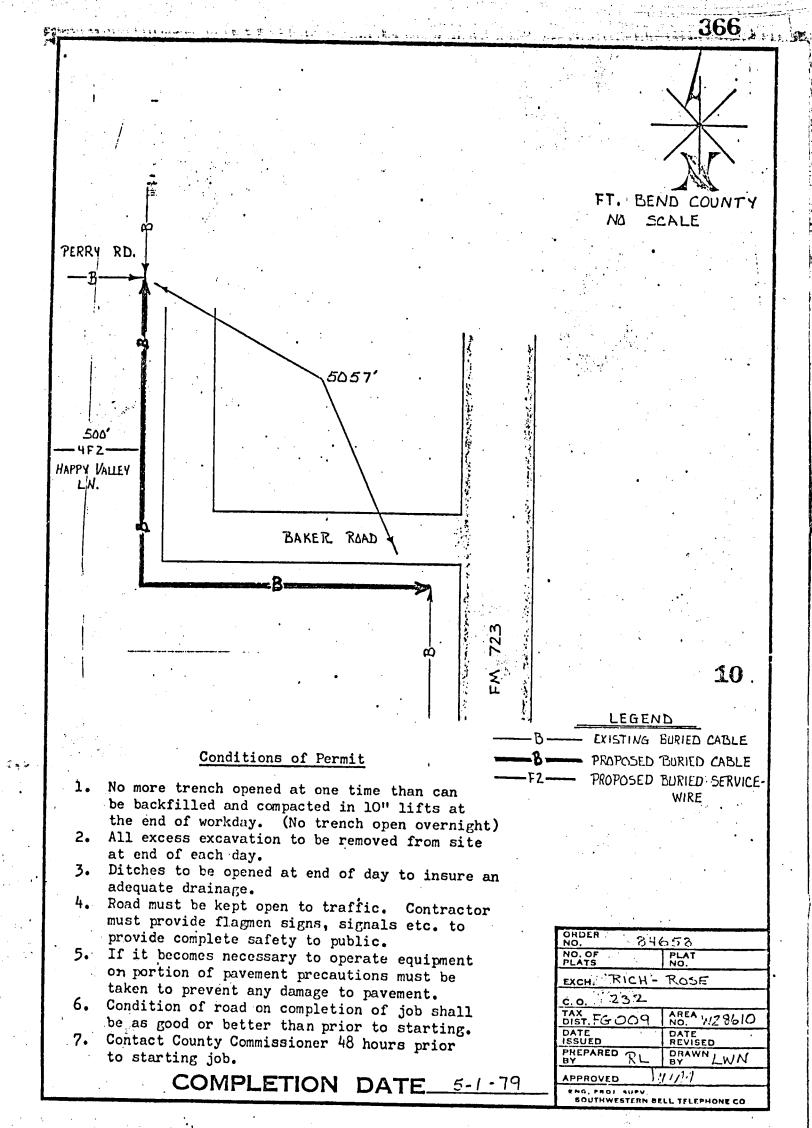
PERMIT

IN THE COMMISSIONERS! COURT - - - - FORT BEND COUNTY, TEXAS

day of. on motion duly made, seconded and passed by the COMMISSIONERS: COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted; and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of patitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS! COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS, and the Drainage ict harmloss from any course of action aforesaid.

> COMMISSIONERS' COURT. FORT BEND COUNTY, TEXAS

County Judga



11年十年日は大田村田本土中日日の

There being no further business the court recessed at 10:35 o'clock A.M. until 1:30 o'clock P.M. to approve bills.

The court reconvened at 1:30 o'clock P.M. on April 2, 1979, when the following were had and the following order was passed, to-wit:

S RE: APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' office, as approved by the Commissioners' Court in person in April (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed and approved.

There being no further business the court adjourned at 3:15 o'clock P.M.

JUNE STAVENOTA

ATTEST:

The state of the s

COUNTY CLERK

. « n

FBC UNLIMITED TAX ROAD BONDS SER '62-'66 SINKING FUND

Addl

APRIL 1979

Outstanding 4-1-1979 ---

7 Bds Nos. 42thru 48 at \$5,000.00	\$	35,000.00
7 Coupons No. 33 Off Bds. 42 thru 48 at \$81.25	\$	568.75

	\$	35,568.75
		•
	¥ .	
FT BEND COUNTY TIME WARRANTS SER 1969 SINKING FUND	•	
Pitstanding 4-1-1979 \$ 10,300.00 10 Time Warr # 79 thru # 88		
at \$1,000.00	\$	10,000.00
10 Coupons No. 19 Off Eds. 79 thru 88 at \$30,00	\$	300.00
	\$	10,300.00
	•	
FORT BEND COUNTY ROAD DISTRICT No. 4 SER. 1940 BOND		
Ourscapeling 4-1-1979 \$50.00		
2 Int. Coupons No. 77 Off Eds. 166 & 167 at \$25.00	\$	50,00
BORT BEND COUNTY ROAD DIST NO. 8 SER. 1927 BOND Outstanding 4-1-1979\$110.00		
4 Int Coupons No. 59 Off Bds. 210-212-214-216	_	350.00
at \$27.50	Ş	110.00

\$ 35,568.75

FORT BEND COUNTY'S BOND STATEMENT

But the state of the state of

APRIL 1979

KIND OF B

NO CANCELLED BONDS NOR COUPONS DURING THE MINTH OF APRIL 1979

The state of the s

County Depository Pledge Contract

STATE OF TEXAS,

County of FOPT BEND	MOW HEE WENT DI TIM	SOL TRESERVES.
That The First National Bank of Ric	ໃນກວກ <i>ີ</i>	
of Pichmond, Fort Bond	County, Texas.	does hereby pledge
and deposit the following securities with the Commissione		
County, in the amount of Four Million Three U		0/100 Dollars,
upon the terms and conditions and for the purposes herein		
hat Pledgor shall have the right of substitution nd the amount of securities so pledged may vary in	therefore of other legal s	securities,
s Pledjor maintains coverage equal in value to the	e net credit balances car	ried by the
ounty.		
he securities listed below are held in trust by the ouston, Texas, for the account of the First Nation	he First City National Bar	nk of Houston,
nd the Fort Bend County Commissioners' Court, join	ntly, and each Trust Rece	nmond, Texas, ipt is
esignated by number as listed.		1
UMBER SECURITIES		AMOUNT
05941 U.S. Treasury Bills due March 8, 1979		\$200,000.00
07947 U. S. Treasury Bills due March 15, 1979		200,000.0
06242 U. S. Treasury Bills due March 15, 1979		200,000.0
07248 U. S. Treasury Bills due April 5, 1979		300,000.0
08842 U. S. Treasury Bills due May 10, 1979		200,000.0
11855 U. S. Treasury Bills due July 5, 1979		300,000.0
11413 U. S. Treasury Bills due July 5, 1979		400,000.0
11391 U. S. Treasury Bills due July 12, 1979		300,000.0
95735 Fed. Land Banks 7.50% Bond dated Jan. 23,	1978 due July 23, 1979	300,000.0
09523 U.S. Treasury Bills due November 13, 1979	9	400,000.0
08981 U.S. Treasury Bills due November 13, 197	9	100,000.0
08983 U.S. Treasury Bills due November 13, 197	9	300,000.0
99773 Fed. Land Banks 7.75% Bond dated April 20	, 1978 due Jan. 21, 1980	300,000.0
03806 Fed. Land Banks 8.60% Bond dated July 20,	1978 due April 21, 1980	400,000.0
08014 Fed. Land Banks 8.85% Bond dated Oct. 19,	1978 due July 21, 1980	400,000.00
	• • • • • • • • • • • • • • • • • • • •	\$4,300,000.00

The conditions of the above	contract are such th	at, whereas, the above	bounden pledgor	
The First National Ban	k of Richmond	was on the 12	day of February, A	. D. 19 79

duly and legally chosen by the Commissioners' Court of	Fort Pend	County, Texas,
as County Depository for said county for a period of two y		the time fixed by law
for the next selection of a depository, upon its bidding and	agreeing to pay the County o	f
interest on "time dep	osits" on daily balances kept	in said depository of
said County of at the rate of	of	per cent per annum,
said interest payable monthly.		
NOW, THEREFORE, if the above bounden pledgor		
The Pirst National Bank of Richrond	shall faithfully do and perfo	orm all the duties and
obligations devolving on it by law as the county depository	of Port Bend	County, and shall
upon presentation pay checks drawn on it by the county tre	asurer ofFor	t Bond
County, Texas; on "demand deposits" accounts in such of		
deposit" account upon presentation, after the expiration o	f the period of notice require	d in the case of "time
deposits," and shall faithfully keep said county funds, a	nd account for same accord	ing to law, and shall
faithfully keep and account for all funds belonging to th	•	i ·
requirements of Texas Revised Civil Statutes Annotated ar		
by the tax collector, and shall pay the interest at the time		.
deposits"; and shall, at the expiration of the term for whi		
the funds, property, and other things of value, coming into		
contract is to be and become null and void and the securities		
to remain in full force and effect, hereby specially authorizing		<u>_</u>
County, Texas, to sell at public or private sale, w	•	,
or any part thereof, and apply the proceeds of sale to the		
	satisfication of any macoron.	10
the violation of any or all the conditions of this contract.		•
The above provision is given in addition to any remed	ly the pledgee may have in an	ly suit blought on this
contract in any court in this State.		to discount of
Any suit arising out of or in any way connected w		
and State of Texas in any Co	urt therein having jurisdiction	n of the subject matter
thereof.		
IN WITNESS of all which we have hereunto set our hat The First Mational Bank of Richmond	ands and the said has caused these presents to t	oe signed with its name
and by its president and attested and sealed with its co	rporate seal the day and ye	
By	John & Mu	Mman
STAGE W	2-12-79	President, as Principal

instant of the first of the property of a same continued in the first of the continued of t

ACKNOWLEDGMENT

STATE OF TEXAS, Fort Bend		Notary Public	
County of	. Rughman		
on this day personally appeared			
The First National Ea	ank of Hichmond		
	(Corporation)		,
known to me to be the person whose name is		going instrument, and acl	
me that he executed the same as the act and dec	ed of the		
a corporation, for the purpose and consideratio	n therein expressed and	in the capacity therein s	ated.
	. • • • • • • • • • • • • • • • • • • •		
GIVEN UNDER MY HAND AN	ID SEAL OF OFFICE,		day of
February A. D. 10	್ತ My commission e	12/31/30	
, A. D. 19	My commission e	xpites	
3	End	well mis	kal
	<u></u>	otary Public in and for	
		Fort Jours	
PA FUNTALISM TO THE STATE OF TH		Fort Port	County, Texas.
(Seal)			
The within contract showing approval by	y the Commissioners' C	Court of this County, was	filed for record
on the 10 day of April,	19 79 and duly re	ecorded in Rook 9	Dage 59
			1
Bond Record of <u>Fact Bul</u> County,	Texas and forwarded to	the Comptroller of Publ	ic Accounts for
approval.			
CUV			10
	. 10	610	
Witness my hand and seal of office, this t	he /C day of	april	, 19 <u>/ /</u> .
	×	Brio Ellett	
		5 1 M	
	County Cl	erk, Fact Bend	County.
The Control of the Co			

NOTE:

- 1. THE COMPTROLLER OF PUBLIC ACCOUNTS AND THE COMMISSIONERS' COURT MUST GIVE APPROVAL OF THIS CONTRACT.
- 2. Texas Revised Civil Statutes Annotated articles 2547 and 2548a, prescribe character of securities that may be pledged.
- 3. Securities pledged are to be accepted at their market value and not at their face value.
- 4. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
- 5. This blank form should be used where it is possible.

County Depository Pledge Contract

STATE OF TEXAS, Fort Bend County of	KNOW .	ALI	MEN BY THES	SE PRI	ESENTS:
The First National Bank of Rosenberg That		•			
of			_County, Texas, o	loes he	reby pledge
and deposit the following securities with the Commissioners'	Court of		Fort Bend		
County, in the amount of * * * Five hundred fifteen	thousa	ind	dollars * * *	* * *	Dollars,
upon the terms and conditions and for the purposes hereinaft	er set for	rth:	,		
				F. C.	·····································
				•	
(attachment)	1	•			
SECURITIES	•		AMOUNT		10
260873 Pasadena Tex 13. 6.000% due 8/15/1984		\$	20,000.00	A1	40
14 260023 Estar County Toy Parmanent			25 000 00		
14. 260023 Ector County Tex Permanent Improvement 5.250% due 12/15/1984		۶.	25,000.00	AA	
300339 Brenham ISD GO Bonds 4.550% 15. due 2/01/1985		\$.	25,000.00	A	·
16. 299586 Rosenberg Tex 4.500% due 3/01/1985		\$.	15,000.00	Α .	
246928 North Lamar Tex Cons ISD Ser 1975 17. 4.900% due 3/15/1985	1	\$ _	25,000.00	A	
287842 Lewisville Tx ISD School Bldg. Unltd 18. Tax BD Ser 1968 5.000% due 5/15/1985	d	\$	15,000.00	Α	
268884 Kerr Co Tex GO BD Ser 1976 19. 6.000% due 8/01/1985		\$	20,000.00	A	
277687 Pearland Tex 5.000% 20. due 2/01/1986		\$	25,000.00	A	
291147 Corpus Christi Tex Gen Impt BD 21. 4.600% due 6/01/1986		٨	10,000.00	AA	
297948 Paris Tex Jr. College Dist Bond 22. 4.750% due 2/15/1987		\$]	15,000.00	A	
297949 Paris Tex Jr. College Dist. 23. 4.750% due 2/15/1988		\$	20,000.00	A	
307837 Univ Of Tex Austin CFR 7.400%		ė	20. 000. 00	Δ1	

The state of the s

transfer for the control of the cont		1
SECURITIES	The second of th	AMOUNT
213255 Harris Cnty WCId #95 WW488 REV 5.000% due 2/01/1983	The Control of the Co	20,000.00 AAA
188798 Alvin Tex ISD 4.100% due 4/20/1983		15,000.00 A1
297700 El Campo TEX Wtrwks & San SWR REV BD SER 1978 6.250% due 4/15/1983		25,000.00 A
215258 Spring TEX ISD 4.350% due 6/01/1983		25,000.00 A
236582 Round Rock ISD TEX 7.000% 7/01/1983		60,000.00 A1
234665 Tomball Tex 7.000% due 10/15/1983		30,000.00 A
190594 Harris Cnty TX Flood CTL Dist 11-1- 11-1-83 6.500% due 11/01/1983		10,000.00 AAA 10
242831 Harris Cuty TX Flood CTL Dist DTD 11-1-69 11-1-83 6.500% due 11/01/1983		25,000.00 AAA
275226 Midlothian Tex ISD 5.500% dua 2/01/1984		15,000.00 A
246572 Wallis Orchard Tex ISD 5.100% due 2/01/1984	4 ,	30,000.00 A
269164 Lewisville TX ISD Ref Ultd Tex Bond Ser 1967 5.000% due 2/15/1984		15,000.00 A
260968 Wharton Tex 5.400% due 4/10/1984		10,000.00 A
TOTAL		515,000.00
The conditions of the above contract are such that,	whereas, the above	The bounden pledgor
ret National Bank of Rosenberg, Texas	12th	day of February, A. D. 19

The state of the s

Salah Salah Salah Salah Salah

A Comment of the Contract of t

duly and legally ch	osen by the Commis	ssioners' Court of	Fort bend		County, Texas,
		for a period of two y		• • •	
for the next select	ion of a depository,	upon its bidding and	agreeing to pay the	County of	Fort
Bend		interest on "time dep	osits" on daily bala	nces kept in sa	id depository of
said County of	Fort Bend	at the rate o	of	per	cent per annum,
said interest payab	le monthly.		***		· •
			The Piret Wetion	el Renk of	Rosenherg, Tex
NOW, THERI	3FORE, if the above	bounden pledgor		•	
			shall faithfully do		
•		e county depository of			
upon presentation	pay checks drawn or	n it by the county tre	asurer of	Fort Bend	· · · · · · · · · · · · · · · · · · ·
County, Texas; or	n "demand deposits	" accounts in such o	depository; and all	checks drawn	upon any "time
deposit" account	upon presentation, a	after the expiration of	f the period of notic	ce required in	the case of "time
deposits," and sh	all faithfully keep s	said county funds, as	nd account for sam	ne according t	o law, and shall
faithfully keep an	id account for all fi	unds belonging to th	e county which ar	e deposited w	ith it under the
requirements of T	exas Revised Civil S	Statutes Annotated ar	ticle 2547, and sha	ll include Stat	e funds collected.
by the tax collect	or, and shall pay th	e interest at the time	e and at the rate he	reinbefore sti	pulated on "time
· · · · · · · · · · · · · · · · · · ·		n of the term for whi			
		of value, coming into			•
· · · · ·		void and the securities			. 1.
	•	by specially authorizi			•
					•
		blic or private sale, wi			•
		oceeds of sale to the s	satisfaction of any i	ndeotedness a	• .
the violation of an	ny or all the conditio	ons of this contract.			10
The above p	rovision is given in a	addition to any remed	ly the pledgee may	have in any su	it brought on this
contract in any co	ourt in this State.				
Any suit ari	sing out of or in a	ny way connected w	ith this contract, s	shall be tried	in the County of
Fort Bend	and Stat	te of Texas in any Co	urt therein having ju	urisdiction of 1	he subject matter
thereof.				•	
IN WITNESS	S of all which we have	ve hereunto set our ha	ands and the said	he First No	tional Bank
of Rosenber	g, Texas	1	has caused these pre	sents to be sig	ned with its name
and by its presid	lent and attested an	nd sealed with its co	rporate seal the da	y and year fi	rst above written.
		The	e First National	L Bank of Ro	senberg
مرس مسرم المراجع			740		
		Ву	J.C. Ju	nles	3-15-
(Seal)	•		/		President, as Principal
		1/			
Meel	1 CHazer	'V			
Vice-Preside	ent and Cashier				

The state of the s

ACKNOWLEDGMENT

STATE OF County of Fort Bend	TEXAS,	Before Me,	Monica Petrosty		
		J Tunkon			
on this day personally appeared	J.	r. Junker			
President of The First Na	tional Bank	(Corporation)	Техав	e de la companya de l	
known to me to be the person	whose name i	s subscribed to the	foregoing instrument,	and acknowled	iged to
me that he executed the same as	the act and d	eed of the The Fi	rst Mational Bank	of Rosenber	r, Texas
a corporation, for the purpose as					
			ICE, this the <u>Fifte</u>		_day of
			sion expires		
		Mon	. 01		
Control of the second	a "		Fort Bend	County	, Texas.
(Seal)					
LI BELD			_		10
.The within contract show	ing approval	by the Commission	ers' Court of this Cour	nty, was filed fo	or record
on the <u>10</u> day of <u>6</u>	Bul	19 119 and d	uly recorded in Book	9 Page 6	63
Bond Record of Fart Be		_, 1,, and a	de de la Commission	= of Public Acc	ounts for
approval.				Tot Tuble Acc	
Witness my hand and seal	of office, this	s the <u>/O</u> day of	april	<u> </u>	19 <i></i>
			Harl Ell	With	
		Cour	nty Clerk, <u>Fart</u>	Bend_	_County.

NOTE:

- 1. THE COMPTROLLER OF PUBLIC ACCOUNTS AND THE COMMISSIONERS' COURT MUST GIVE APPROVAL OF THIS CONTRACT.
- 2. Texas Revised Civil Statutes Annotated articles 2547 and 2548a, prescribe character of securities that may be pledged.
- 3. Securities pledged are to be accepted at their market value and not at their face value.
- 4. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
- 5. This blank form should be used where it is possible.

County Depository Pledge Contract

	STATE OF TEXAS,			
ounty of FORT	BEND	KNOW A	ALL MEN BY THESE	PRESENTS:
	ROSENBERG BANK AND TR	UST		
That			<u>.</u>	<u> </u>
FORT B	END		County, Texas, do	es hereby pledg
d deposit the fo	ollowing securities with the C	Commissioners' Court of	FORT BEND	
ounty, in the an	nount of <u>FOUR HUNDRED</u>	FIFTY THOUSAND		Dollar
on the terms ar	nd conditions and for the pu	rposes hereinafter set for	th:	
	· · · · · · · · · · · · · · · · · · ·		Ç**	••;
	SECURITIES		AMOU	NT
				*
. Waco Texas	Public Housing Bonds	·	\$	
Mt. Pleasan	t Bonds		\$ 20,000.00	
Tatum ISD B	onds		\$ _100,000.00	
Humble ISD	bonds		\$ 100,000.00	•
•	rbanks ISD HC Bonds	· · · · · · · · · · · · · · · · · · ·	25,000.00	
	orth Airport Jt. Rev. I	Bonds	\$ 75,000.00	
	er 1972 Bonds		\$ 60,000.00	
•	CL 1372 DOING		\$	
•			\$	
			.	٠
•				
		- 	•	· .
•			•	·
•	TOTAL		\$ 450,000.00	
The coulds!	ons of the above contract are	1 414		

THE RESERVED AND A SECOND CONTRACTOR OF THE PROPERTY OF THE PR

duly and legally chosen by the Commissioners' Court of	Fort Bend County, Texas,
as County Depository for said county for a period of two	years ending sixty days from the time fixed by law
for the next selection of a depository, upon its bidding and	d agreeing to pay the County of
Fort Bend interest on "time de	posits" on daily balances kept in said depository of
said County of at the rate	of per cent per annum,
said interest payable monthly.	
NOW THEREFORE if the chave bounder pledger	Posonborg Pank and Threat
NOW, THEREFORE, if the above bounden pledgor_	
obligations devolving on it by law as the county depository	shall faithfully do and perform all the duties and of Fort Bend County, and shall
upon presentation pay checks drawn on it by the county tr	reasurer of
County, Texas; on "demand deposits" accounts in such	
deposit" account upon presentation, after the expiration	of the period of notice required in the case of "time
deposits," and shall faithfully keep said county funds,	and account for same according to law, and shall
faithfully keep and account for all funds belonging to t	
requirements of Texas Revised Civil Statutes Annotated a	
by the tax collector, and shall pay the interest at the time	
deposits"; and shall, at the expiration of the term for wh	nich it has been chosen, turn over to its successor all
the funds, property, and other things of value, coming int	o its hands as depository, then and in that event this
contract is to be and become null and void and the securit	ties above shall be returned to the pledgor, otherwise
to remain in full force and effect, hereby specially authori	zing the Commissioners' Court of Fort Bend
County, Texas, to sell at public or private sale, v	with or without notice to the pledgor, the securities,
or any part thereof, and apply the proceeds of sale to the	e satisfaction of any indebtedness arising by virtue of
the violation of any or all the conditions of this contract.	
The above provision is given in addition to any remo	edy the pledgee may have in any suit brought on this
contract in any court in this State.	
Any suit arising out of or in any way connected	with this contract, shall be tried in the County of
Fort Bend and State of Texas in any C	ourt therein having jurisdiction of the subject matter
thereof.	
IN WITNESS of all which we have hereunto set our h	hands and the said
Rosenberg Bank and Trust	has caused these presents to be signed with its name
and by its president and attested and sealed with its co	orporate seal the day and year first above written.
	Rosenberg Bank and Trust
Commence of the commence of th	1 7 1

April 9, 1979

and and a maken have been able to be the control of

ACKNOWLEDGMENT

County of Fort Bend	>		Toomatta Das		•
		Before Me, _	Jeanette Ros	enoaum	
on this day personally appeared	Sam T. Ada	ams			
resident of Rosenberg Bank		·			
nown to me to be the person wi		(Corporation) scribed to the f	oregoing instrum	ent and ackno	wledged to
•					,, rouger or
ne that he executed the same as the				•	
corporation, for the purpose and	consideration th	erein expressed	and in the capacit	ty therein stated	d. ;
GIVEN UNDER M	Y HAND AND S	EAL OF OFFI	CE, this the	9th	day of
			on expires May		
,	A. D. 17	. My commissi	ou exbuei —		
		Sea	rette to	sentrare	
			Notary Public i	in and for	· · · · · ·
\mathcal{L}_{i}^{0}	1	. <i>V</i>	Fort Bend	Cou	nty, Texas.
Seal)				. •	
			•		,
				~ 1	
The within contract showing				'1	1
on the <u>lo</u> day of <u>l</u>	19 , 19	$\frac{77}{}$, and dul	y recorded in Boo	k 7 Page	<u> </u>
Bond Record of <u>Last Bene</u>	<u></u> County, Tex	as and forwarde	d to the Comptro	ller of Public A	ccounts for
approval.					
and the second of the second o					
	office, this the _	<i>10</i> day of _	april		
	office, this the	<u>/O</u> day of _	april		_, 19 <i>_79</i> .
Witness my hand and seal of	office, this the	<u>10</u> day of _	april Ul Ellet		_, 19 <i>_¹79</i> .
	office, this the	10_day of	april al Ellet Clerk, Fect	l Bend	_, 19 <i>_¹79</i> .
	office, this the	D day of	april Ul Ellet Clerk, Fact	L Bend	_, 19 <i>_¹79</i> .
Witness my hand and seal of	office, this the	day of	april al Ellet Clerk, Fact	nt Bend	_, 19 <i>_¹79</i> .
Witness my hand and seal of		County	Clerk, <u>Last</u>	Bend	_, 19 <i>_79.</i> County.
Witness my hand and seal of	OF PUBLIC A	County	Clerk, <u>Last</u>	Bend	_, 19 <i>_79</i> .
Witness my hand and seal of NOTE: 1. THE COMPTROLLER	OF PUBLIC A	County CCOUNTS AN	Clerk, <u>Zect</u> D THE COMMIS	Bend SIONERS' CO	_, 19 <u>79</u> County. URT MUST
Witness my hand and seal of NOTE: 1. THE COMPTROLLER GIVE APPROVAL OF 2. Texas Revised Civil St	OF PUBLIC ACTHIS CONTRAC	COUNTS AND CT. d articles 2547	Clerk, <u>Zect</u> D THE COMMIS and 2548a, presc	Bend SIONERS' CO	_, 19 <u>79</u> County. URT MUST

This blank form should be used where it is possible.

County Depository Pledge Contract

	ALL MEN BY THESE PRESENTS:
inty of Fort Bend	
That Sugar Land State Bank	
Sugar Land, Fort Bend	County, Texas, does hereby pledge
deposit the following securities with the Commissioners' Court	of Fort Bend
nty, in the amount ofOne hundred ninety thousand	& no/100 Dollars,
on the terms and conditions and for the purposes hereinafter set	
in the terms and conditions and for the purposes hereintees es-	
SECURITIES	AMOUNT
Dallas-Fort Worth Regional Airport Joint	
Revenue Bond: Series 1971 A: @5.75% Due 11-1-81 Bond Nos. 831/35 @ 5M each. Rec. #31901	\$ _25,000,00
Mesquite Independent School District School Bldg.	
Bond, Series 1959-A: @ 4% Due 1-1-82 Bond Nos. 131/40 @ 1 M each. Rec. #38773	\$ 10.000.00
Cypress-Fairbanks ISD of Harris County Tx U/T	
Schlhs Bd #131/142 @ 6.5%, Due 2-1-85 Rec. #108148 12 @ 5M each	\$ _60,000.00
Wharton ISD of Wharton Cty Tex U/T SCHLHS	
Bds #244/47, @ 4.5%, Due 2-15-85 Rec. #121327 4 @ 5M each	\$ _20,000,00
Hawkins ISD Schl Bldg Bds U/T #191/205	
@4.7500, Due 5-15-85 Rec. # 106034, 15 @ 5M each	\$ 75,000.00
NCC . II MUUTA, III G JAL BACH	
	\$
	\$
	s
	s
•	s
<u>, </u>	\$ <u> </u>
	s
TOTAL	\$ 190,000.00

Sugar Land, Texas was on the 12 day of February, A. D. 19 79

duly and legally chosen by the C	ommissioners' Court o	Fort Bend	County, Texas,	•
as County Depository for said of	ounty for a period of	two years ending sixty d	lays from the time fixed by law	
for the next selection of a depo-	sitory, upon its bidding	g and agreeing to pay the	County of Fort	• ,
Bend		•	ances kept in said depository of	
said County of Fort Bend	at the	rate of ½ of 1% over	U. S. Treasury Bill per cent per annum,	
said interest payable monthly.				
NOW, THEREFORE, if the	above bounden pledge	or Sugar Land St	ate Bank	•
		shall faithfully do	and perform all the duties and	
obligations devolving on it by lav	vas the county deposi	tory of Fort Ben	d County, and shall	
upon presentation pay checks dr	awn on it by the count	ty treasurer ofFor	t Bend	
County, Texas; on "demand de	posits" accounts in s	uch depository; and all	checks drawn upon any "time	;
deposit" account upon presenta	tion, after the expirati	on of the period of noti	ce required in the case of "time	·
deposits," and shall faithfully l	ceep said county fund	ds, and account for san	ne according to law, and shall	
faithfully keep and account for	all funds belonging	to the county which ar	e deposited with it under the	:
requirements of Texas Revised (Civil Statutes Annotate	ed article 2547, and sha	Il include State funds collected	
by the tax collector, and shall p	pay the interest at the	time and at the rate he	reinbefore stipulated on "time	:
deposits"; and shall, at the expi	•	5		
the funds, property, and other t	hings of value, coming	into its hands as deposit	ory, then and in that event this	ì
contract is to be and become nu	ll and void and the sec	urities above shall be ret	urned to the pledgor, otherwise	
to remain in full force and effect			•	
	•		e to the pledgor, the securities,	
or any part thereof, and apply t				
the violation of any or all the cor	· .	**		1
			have in any suit brought on this	
contract in any court in this Stat		,,		•
Any suit arising out of or	in any way connecte	ed with this contract, s	hall be tried in the County of	• .
			risdiction of the subject matter	
thereof.			institution of the subject matter	
IN WITNESS of all which w	e have hereunto set or	ur hands and the said		,
Sugar Land State Bar			sents to be signed with its name	•
and by its president and atteste				
	The season with the			٠.
	<u>-</u>	Sugar Land State E	ank	
	Ву_	4///	5 1-79	•
(Seal)	e e e e e e e e e e e e e e e e e e e	Louis J. Merriga	n President, as Principal	

ACKNOWLEDGMENT

STATE OF TEXAS,	Before Me, a Notary Public
County of Fort Bend	
on this day personally appearedLouis J.	Merrigan,
President of Sugar Land State Bank	(Corporation)
known to me to be the person whose name is su	abscribed to the foregoing instrument, and acknowledged to
me that he executed the same as the act and deed	of the Sugar Land State Bank
a corporation, for the purpose and consideration	therein expressed and in the capacity therein stated.
CHIEN INDER MANUALD AND	
	SEAL OF OFFICE, this the <u>lst</u> day of
March , A. D. 19 <u>79</u>	My commission expires December 14, 1980
	midded a. netardus
	Notary Public in and for MILDRED NETARDUS
	Notary Public in and for Fort Bend County, Texas
	County, Texas.
(Seal)	
	10
	he Commissioners' Court of this County, was filed for record
on the 10 day of appet, 19	Page
Bond Record of Rink-County, Te	xas and forwarded to the Comptroller of Public Accounts for
approval.	
Witness my hand and seal of office, this the	16 day of 1-1/11
whites my hand and scar of office, this the	10 day of April 77.
	County Clerk, 2017 County.
NOTE:	
1. THE COMPTROLLER OF PUBLIC A GIVE APPROVAL OF THIS CONTRA	ACCOUNTS AND THE COMMISSIONERS' COURT MUST
2. Texas Revised Civil Statutes Annotate that may be pledged.	ed articles 2547 and 2548a, prescribe character of securities
3. Securities pledged are to be accepted at	their market value and not at their face value.
4. This form of Pledge Contract was presc to.	ribed by the Attorney General and should be strictly adhered

This blank form should be used where it is possible.

	•			- /			1978 PRESENT MONTHLY		1979_PROPOSED
•	•= !		JODIE STAVINOHA	COUNTY JU	DGE LUDGE		SALARIES TRA	VEL	SALARIES TRAVEL 150.00
•	. 3		PEARL ELLETT	COUNTY C	ERK			25.00	1.906.0d 25.00
	.a		DORIS WOLF .	COUNTY CI CHIEF DEI DEP CO (YUTY		1 815 00 1 001 19 794 04		1,071,27 859,92
•	.1 19 ₃₀ .		PATRICIA WAJZEI				633.05		774.09
	_9 _11		DIANNE MCMAHILL CARRIE HARTFIEL				522,50		611.00 582,95
	_11 _1; _1;		EVELYN GRIFFIN		н		500.00		560.00 543,68
	 بر ند	-	DENISE GRUDZIECKI FRANCIS KRAET		H		460.00 460.00		519.20 519.20
	.10 .11	s .	DEBRA HUTYRA KATHRYN WLECZYK		#		460.00		519, 20 519, 20
	10 10 10								
	,21 22	i	BETTY J. HANZELKA GENEVIEVE CHRISTIAI LILY CANDLER	TAX A/C	YUTY		1 865 00	100.00	1,956,00 100.0 1,154.00 1,050.00
9.1.4	2: 2: 24	,	JEWELL LOWREY MARYLOU FREEZE				798.00		864.D0 864.D0
	:2: _2:		ROSALINDA_HARTFIEL				550,00		B05.D0
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REGULAR SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND

BE IT REMEMBERED That on the 9th day of April, 1979, the Commissioners'

Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Special Session of April 2, 1979. as corrected.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

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7 RE: ACCEPT REPORTS SUBMITTED BY FEE OFFICERS:

The court accepted the following reports from Fee Officers.

Report for the month of March from Justice of Peace #2 in the amount of \$7,171.00

Report for the month of March from Justice of Peace #1 in the amount of \$9,921.87

Report for the month of March from Justice of Peace #4 in the amount of \$7,188.60

REport for the month of Feb. from Justice of Peace #3 in the amount of \$7,493.50

Report for the month of Feb. from Sheriff in the amount of \$2,292.50

Report for the month of March from County Clerk in the amount of \$36,732.85

Report for the month of February from the County Judge in the amount of \$242.00 month of March from the County Judge in the amount of \$322.50

Report for the month of March from the District Clerk in the amount of \$9,444.00

Report for the month of March from the Child Support office in the amount of \$492.00

Report for the month of March from the Ambulance service in the amount of \$4,184.00

Report for the month of March from the District Attorney in the amount of \$1,240.00

Report for the month of March from Constable Precinct #3 in the amount of \$340.00

Report for the months -Part of Jan., Feb & March from Constable #4 in the amount of \$753.50

Report for the month of March from Constable #1 in the amount of \$200.00

Report for the month of March from Adult Probation in the amount of \$5,357.00

Report for the month of March from the Sheriff in the amount of \$2,250.75

RE: ORDER TO DESIGNATE OFFICE SPACE WITHIN FIRST STATE BANK OF NEEDVILLE, TEXAS AS OFFICIAL PLACE FOR J.P.#2: TO HOLD COURT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized that the office space within the First State Bank of Needville be designated as the official place for Justice of Peace of Precinct #2 to hold court.

RE: ORDER TO DESIGNATE TELEPHONE NUMBER FOR THE JUSTICE OF PEACE PRECINCT #2:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized that Judge Kunkel list the J.P.#2 number in the phone directory as that of the First State Bank of Needville and also, that Judge Kunkel be allowed to pro-rate a portion of the Banks telephone bill, until such time that a PBX is in service, which will be used for J.P. Business and which will be substantiated that this amount be paid to J.P. #2.

RE: GROUP LIFE AND HOSPITALIZATION INSURANCE FOR FORT BEND COUNTY WITH REPUBLIC NATIONAL INSURANCE COMPANY CONCERNING PUBLIC LAW 95-555:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court authorized to amend the contract with Republic National Life Insurance Company to comply with the new Public Law 95-555, with no additional charges to the premium for the year 1979.

Title VII of the Civil Rights Act of 1964 - as amended by Public Law 95-555,

as follows:

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

3 Huntington Quadrangle, Huntington Station, New York 11746
EQUI-GROUP DEPARTMENT

March 1979

TO OUR EQUI-GROUP INSURED EMPLOYERS

RE: TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 - AS AMENDED BY PUBLIC LAW 95-555

Public Law 95-555, which was signed October 31, 1978, amends Title VII of the Civil Rights Act of 1964. This law provides that women affected by pregnancy, childbirth or related medical conditions must be treated in the same manner for all employment-related purposes, including the receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work. Employers affected are those engaged in interstate commerce employing 15 or more employees for each working day of 20 or more calendar weeks in the current or preceding calendar year.

No reduction in plan benefits or compensation may be made to offset the increased cost of complying with this law for a period of one year or until the expiration of any applicable collective bargaining agreement. If the costs of fringe benefits are apportioned between employer and employee, the increased cost of the required benefits can be shared in the same proportion.

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Public Law 95-555 applies to coverage of employees. However, proposed guidelines released by the Equal Employment Opportunity Commission indicate that if an employer's insurance program covers spouses' medical expenses it must cover equally the medical expenses of spouses of male and female employees, including those arising from pregnancy related conditions. In any event, Equi-Group plans provide the same level of benefits for employees and dependents.

The law permits employers to exclude coverage for certain abortions. Under Equi-Group plans, however, all abortions are treated as pregnancy related conditions with benefits paid in accordance with the plan provisions.

Public Law 95-555 became effective October 31, 1978, but it does not apply to any fringe benefit program or fund or insurance program in effect on that date until 180 days later (April 29, 1979).

Equi-Group is offering new maternity options under the Weekly Indemnity and Health Care plans providing benefits on the same basis as for any other illness in accordance with the following:

1. Under Weekly Indemnity:

Coverage will be provided for an insured female employee for disability due to pregnancy when the disability begins while insured regardless of when the pregnancy commences. However, if the plan includes a pre-existing conditions limitation it will apply to pregnancy in the same manner as it applies to any other covered condition.

2. Under Health Care:

Coverage will be provided for an insured female employee, wife and daughter for covered charges incurred on account of pregnancy in accordance with the provisions of the applicable Health Care plan.

There will be no requirement that pregnancy must commence while insured under the plan, but the regular health care pre-existing conditions limitation will apply.

Maternity benefits will not be extended upon termination of the unit's plan, termination of the maternity benefit option or termination of a class of eligible persons. Maternity benefits will be extended for nine months if insurance is terminated for any other reason but not beyond the date a person becomes covered for maternity benefits under another group plan.

The new benefits are being offered on an optional basis.

The maternity benefits currently available with Health Care plans (\$400 - \$600 - \$800) will continue to be offered. Weekly Indemnity and Health Care plans without maternity benefits will also be available at the employer's option.

The new options can be included in your Weekly Indemnity and/or Health Care Plans effective on a premium due date on or after April 1, 1979. Since these new options increase the level of benefits under Weekly Indemnity and Health Care, an additional cost will be reflected in premium rates. If your plan is amended to include the new options, rates for all employees and dependents will be recalculated on the latest Equi-Group rate basis.

You should consult with your attorney as to how Public Law 95-555 may affect your benefit plans as the Equitable cannot provide employers with legal advice.

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Please contact your Equitable Representative about obtaining a proposal with estimated costs for inclusion of the new options under your plans.

RE: UNFORSEEN EMERGENCY TO AMEND THE BUDGET FOR THE DISTRICT COURT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered that an unforseen emergency arose to amend the budget for the District Court for Attorney Ad-Litem in the amount of \$25,000.00 to be taken out of the ending balance of the General Fund.

RE: ORDER NUNC PRO TUNC ENTERING IN COMMISSIONERS COURT MINUTES VARIOUS WRITS, NOTICES AND ORDERS IN CONNECTION WITH INCORPORATION AND ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS AND CANVASSING THE ELECTION RETURNS AND ORDER DECLARING RESULTS OF ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, court and duly passed, the approved the order nunc pro tunc entering in Commissioners

Court minutes various writs, notices and orders in connection with incorporation and election of officers of the Town of Thompsons, Texas. Also, approved the canvassing of the election returns and order declaring results of election of officers of the 10

Town of Thompsons, Texas, as follows:

STATE OF TEXAS)
COUNTY OF FORT BEND)

ORDER NUNC PRO TUNC ENTERING IN COMMISSIONERS COURT MINUTES VARIOUS

WRITS, NOTICES AND ORDERS IN CONNECTION WITH INCORPORATION

AND ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

WHEREAS, it appears that the following listed writs, notices and orders were duly made and given in connection with the incorporation and the election of officers of the Town of Thompsons, Texas, to-wit:

Writ of Election signed by the County Judge on December 6, 1978;

Notice of Drawing Determining Order of Pringing Candidates' Names on Ballot for Election of Officers of the Town of Thompsons, Texas, signed by the County Judge on March 8, 1979;

Certification of Candidates' Names to be Printed on Ballot for Election of Officers of the Town of Thompsons, Texas, signed by the County Judge on March 8, 1979;

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Notice of Results of Drawing Determining Order of Printing Candidates' Names on Ballot for Election of Officers of the Town of Thompsons, Texas, signed by the County Judge on March 12, 1979;

Order Placing Candidates' Names on Ballot for Election of Officers of the Town of Thompsons, Texas, signed by the County Clerk on March 19, 1979;

Order Substituting Alternate Presiding Judge for Thompsons Election Precinct and Election of Officers of the Town of Thompsons, Texas, signed by the County Judge on March 19, 1979; and

Supplemental Writ of Election of Officers of the Town of Thompsons, Texas, signed by the County Judge on March 19, 1979; and

WHEREAS, it appears that through oversight and inadvertence, the aforesaid writs, notices and orders were not recorded in the official minutes of the Commissioners Court of Fort Bend County, Texas; and

WHEREAS, the undersigned County Judge of Fort Bend County, Texas, has knowledge of the facts that the aforesaid writs, notices, and orders were duly made and given; knows of their respective contents and is of the opinion that same should be recorded in the official minutes of the Commissioners Court of Fort Bend County, Texas.

IT IS ACCORDINGLY HEREBY ORDERED, upon motion of the undersigned County Judge of Fort Bend County, Texas, that the writs, notices and orders hereinabove listed be forthwith duly recorded by the County Clerk in the official minutes of the Commissioners Court of Fort Bend County, Texas, the same to have the same force and effect and to be effective as though originally and duly recorded in said minutes as of the respective dates thereof.

SIGNED and ENTERED this $\frac{20}{100}$ day of April, 1979

JODIE E. STAVINOHA,

COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

WRIT OF ELECTION

T0:

G. W. "BUD" LONGSERRE, PRESIDING OFFICER OF THE THOMPSONS PROPOSED INCORPORATION ELECTION PRECINCT:

You are hereby notified that on Saturday, January 20, 1979, you are to hold an election in the above-named election precinct at its polling place, being the Thompsons General Mercantile Store located at 14539 Thompsons (F.M. 2359) Road, Thompsons, Texas, for the purpose of submitting the question of the proposed incorporation of the Town of Thompsons, Texas, to a vote of the people of said precinct. At such election the polls shall be kept open during the hours from 7:00 a.m. to 7:00 p.m. and such election shall be conducted in accordance with the provisions of the Texas Election Code.

You are hereby ORDERED APPOINTED as clerk for absentee voting in such election and required to keep your office open and to conduct absentee voting at the above-named polling place in accordance with the provisions of the Texas Election Code between the hours of 9:00 a.m. and 6:00 p.m. on each day which is not a Saturday, Sunday or official State holiday, commencing on January 10, 1979, and continuing through January 16, 1979.

SIGNED, RENDERED and ENTERED this May of

, 1978.

JOSH GATES, COUNTY JUDGE OF FORT BEND COUNTY,
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NOTICE OF DRAWING DETERMINING ORDER OF PRINTING CANDIDATES' NAMES
ON BALLOT FOR ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

TAKE NOTICE! that at 8:00 o'clock a.m. on the 12th day of March, 1979, the undersigned County Judge will conduct in his office at the County Courthouse in the City of Richmond, Fort Bend County, Texas, a drawing to determine the order in which candidates' names shall be printed on the Official Ballot for use at the Election of Officers of the Town of Thompsons, Texas, to be held on April 7, 1979.

TAKE FURTHER NOTICE! that each candidate for office involved in the drawing who has duly filed application to have his name placed on said ballot, or a representative designated by him, shall have the right to be present at and observe such drawing.

SIGNED this 8th day of March, 1979.

VINOHA,

COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

CERTIFICATE OF POSTING

I hereby certify that the within notice of drawing was duly posted in my office on March 8, 1979, at 10:00 o'clock a.m.

JODIE E. STAVINOHA

COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

FOR ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

TO: PEARL ELLETT, COUNTY CLERK OF FORT BEND COUNTY, TEXAS:

The names of the candidates for office set forth in Exhibit "A" hereto attached and by this reference made a part hereof, all of whom have duly filed applications with the undersigned County Judge for places thereon, are hereby certified to you for printing on the Official Ballot for use at the Election of Officers of the Town of Thompsons, Texas, to be held on April 7, 1979.

The office titles shall be listed on said ballot in the relative positions in which they are listed in the Order for Election of Officers of the Town of Thompsons, Texas, signed by said County Judge on February 27, 1979, to-wit: mayor, marshal and aldermen, and the names of the candidates for such offices shall be printed on said ballot in the order determined by a drawing to be held by him in his office at the County Courthouse in the City of Richmond, Fort Bend County, Texas, at 8:00 o'clock a.m. on March 12, 1979.

You are hereby ORDERED to post in a conspicuous place in your office for the inspection of the public, such candidates' names appearing on Exhibit "A" hereto attached for at least ten days prior to your ordering that same shall be printed on said ballot in accordance with the results of such drawing.

SIGNED and ENTERED this 8th day of March, 1979.

COUNT/

JODIE E. STAVINOHA,

JUGGE OF FORT BEND COUNTY, TEXAS

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF CERTIFICATION OF CANDIDATES' NAMES TO BE PRINTED ON BALLOT FOR ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

FOR MAYOR: G.W. LONG SERRE

FOR MARSHAL: JAMES D. LAW

FOR ALDERMEN: CARLYLE G. SCHUMANN
KENNETH RAT FRESHOUR
FREDDIE NEWSOME, JR.
RITA MORGAN MILLER
RICHARD SELLEH
B. LYNN BEAIRD
MARION GARCIA

FILED FOR RECORD

MAR 8 1979

COUNTY CLERK, FORT BEND COUNTY, TEX.

NOTICE OF RESULTS OF DRAWING DETERMINING ORDER OF PRINTING CANDIDATES! NAMES ON BALLOT FOR ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

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Notice is hereby given that the results of a drawing conducted by the undersigned County Judge at 8:00 o'clock a.m. on the 12th day of March, 1979, in his office at the County Courthouse in the City of Richmond, Fort Bend County, Texas, after posting due notice in his office of the time and place thereof for at least three days prior thereto, for the purpose of determining the order in which candidates' names shall be printed on the Official Ballot for use at the Election of Officers of the Town of Thompsons, Texas, to be held on April 7, 1979, are as set forth in Exhibit "A" hereto attached and by this reference made a part hereof.

SIGNED this 12th day of March, 1979.

JODIE E. STAVINOHA, COUNTY JDUGE OF FORT BEND COUNTY, TEXAS

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF NOTICE OF RESULTS OF

DRAWING DETERMINING ORDER OF PRINTING CANDIDATES' NAMES

ON BALLOT FOR ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

FOR MAYOR: G.W. LONGSERRE

FOR MARSHAL: JAMES D. LAW

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF ORDER PLACING CANDIDATES' NAMES ON BALLOT FOR ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

FOR MAYOR:

G. W. LONGSERRE

FOR MARSHAL:

JAMES D. LAW

FOR ALDERMEN:

MARION GARCIA
KENNETH RAY FRESHOUR
RICHARD SELLEH
FREDDIE NEWSOME, JR.
CARLYLE G. SCHUMANN

B. LYNN BEAIRD

RITA MORGAN MILLER

THE STATE OF TEXAS
COUNTY OF FORT BEND

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ORDER SUBSTITUTING ALTERNATE PRESIDING JUDGE FOR THOMPSONS ELECTION PRECINCT AND ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

WHEREAS, in the Order for Election of Officers of the Town of Thompsons, Texas, duly signed and entered by the undersigned County Judge on February 27, 1979, Mrs. C. J. Schumann was ordered appointed as Alternate Presiding Judge for the Thompsons Election Precinct and the conduct of the Election of Officers of the Town of Thompsons, Texas, to be held in said precinct at its polling place on April 7, 1979, as ordered by said Order for Election of Officers; and

WHEREAS, subsequent to the date of said Order for Election of Officers, Carlyle G. Schumann, husband of the said Mrs.

C. J. Schumann, duly filed application to have his name placed upon the Official Ballot for use at such election as an independent, nonpartisan candidate for the public office of Alderman of the Town of Thompsons, Texas, and by virtue thereof the said Mrs. C. J. Schumann has become disqualified by law to serve as

FOR ALDERMEN:

MARION GARCIA

KENNETH RAY FRESHOUR

RICHARD SELLEH

FREDDIE NEWSOME, JR.

CARLYLE G. SCHUMANN

RITA MORGAN MILLER

B. LYNN BEAIRD

verse transfer since over the complete for the second and the complete for the second
THE STATE OF TEXAS
COUNTY OF FORT BEND

ORDER PLACING CANDIDATES' NAMES ON BALLOT FOR ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

Pursuant to the Order for Election of Officers of the Town of Thompsons, Texas, signed by the County Judge of Fort Bend County, Texas, on February 27, 1979, and in accordance with the results of a drawing conducted by him in his office at the County Courthouse in the City of Richmond, Fort Bend County, Texas, at 8:00 o'clock a.m. on the 12th day of March, 1979, after posting due notice in his office of the time and place thereof for at least three days prior thereto, it is hereby ORDERED that the office titles shall be listed and the names of candidates for such offices who have duly filed applications for places thereon shall be printed on the Official Ballot for use at such election, to be held on April 7, 1979, in the relative positions and in the order as set forth in Exhibit "A" hereto attached and by this reference made a part hereof.

SIGNED this 19th day of March, 1979.

Fearl Ellett.

COUNTY CLERK OF FORT BEND COUNTY, TEXAS

such Alternate Presiding Judge or in any other official capacity at such election inasmuch as she is related within the second degree by affinity to a candidate whose name will appear on such ballot.

ACCORDINGLY, IT IS HEREBY ORDERED AS FOLLOWS:

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I.

That the said Mrs. C. J. Schumann is removed and shall not serve as such Alternate Presiding Judge or in any other official capacity at such election;

II.

That E. J. Hall, a qualified voter of the Thompsons
Election Precinct who was duly appointed in the aforesaid Order
for Election of Officers of the Town of Thompsons, Texas, as

Clerk for Absentee Voting in such election, be and he is hereby substituted for the said Mrs. C. J. Schumann and appointed in her stead as Alternate Presiding Judge for said precinct and the conduct of such election; and

III.

That Mrs. Rose Marie Jaynes, appointed in said Order for Election of Officers as Presiding Judge for said election precinct and the conduct of such election, shall appoint the said E. J. Hall as one of the two clerks to assist her in the proper conduct of such election in the event she is able to serve as such Presiding Judge and actually conducts such election.

SIGNED and ENTERED this March, 1979.

JODIE E. STAVINOHA, County Judge of Fort Bend County, Texas

SUPPLEMENTAL WRIT OF ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

TO: MRS. ROSE MARIE JAYNES, PRESIDING JUDGE OF THE THOMPSONS ELECTION PRECINCT P. O. BOX 7, THOMPSONS, TEXAS 77481:

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You are hereby notified that by Order Substituting
Alternate Presiding Judge for Thompsons Election Precinct and
Election of Officers of the Town of Thompsons, Texas, of even
date herewith, Mrs. C. J. Schumann, who has become disqualified
by law to serve in any official capacity at such election, was
removed as such Alternate Presiding Judge and E. J. Hall was
substituted for her and appointed in her stead as such Alternate
Presiding Judge.

You are hereby directed to advise the said Mrs. C. J.

Schumann of her said disqualification and removal; to advise the said E. J. Hall of his substitution and appointment as such Alternate Presiding Judge; and to appoint the latter as one of the two clerks to assist you in the proper conduct of such election in the event you are able to serve as Presiding Judge and actually conduct such election.

This Writ supplements the Writ of Election signed and mailed to you on February 27, 1979, and except as otherwise stated herein you are to conduct such election on Saturday, April 7, 1979, between 7:00 a.m. and 7:00 p.m., in the manner stated in said Writ of Election and as provided by the order for such election dated February 27, 1979.

SIGNED this 1974 day of March, 1979.

JODIE E. STAVINOHA,

County Judge of Fort Bend County, Texas

ORDER DECLARING RESULT OF ELECTION OF OFFICERS OF THE TOWN OF THOMPSONS, TEXAS

On this the 9th day of April, 1979, the Commissioners' Court of Fort Bend County, Texas, convened in regular session open to the public at its regular meeting place in the County Courtroom in the Courthouse in Richmond, Texas, with the following members present, to-wit:

Jodie E. Stavinoha, County Judge,
Johnnie Pustka, Commissioner Precinct No. 1,
W. Lee Schmidt, Commissioner Precinct No. 2,
Tony Jebbia, Commissioner Precinct No. 3,
Ed H. Helwig, Commissioner Precinct No. 4,

Pearl Ellett, County Clerk,

and none absent, constituting a quorum, and among other proceedings passed the following order:

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There came on to be canvassed and considered the returns of the Election of Officers of the Town of Thompsons, Texas, held on the 7th day of April, 1979, in the Thompsons Election Precinct at its polling place, same being the Thompsons General Mercantile Store located at 14539 Thompsons (F.M. 2359) Road in Thompsons, Fort Bend County, Texas, pursuant to Order for Election of Officers of the Town of Tompsons, Texas, signed by the County Judge on February 27, 1979, and it appearing that said election was in all respects legally held pursuant to due notice thereof given in the manner and for the length of time as provided by law; that said returns thereof, bearing date of April 7, 1979, were duly and legally made and delivered to the County Judge on April 9, 1979, 465 that there were total valid and legal votes cast

and polled at said election and that the candidates for office each received the total number of votes cast and polled as set forth beside their respective names, to-wit:

<u>F 0 R</u> MAYOR NAME OF CANDIDATE TOTAL NUMBER OF VOTES RECEIVED 69 G. W. "BUD" LONGSERRE <u>F O R</u> MARSHAL TOTAL NUMBER OF VOTES RECEIVED NAME OF CANDIDATE JAMES D. LAW 68 <u>F 0 R</u> <u>ALDERMEN</u> NAME OF CANDIDATE TOTAL NUMBER OF VOTES RECEIVED MARION GARCIA 44 KENNETH RAY FRESHOUR 21 RICHARD SELLEH 51 FREDDIE NEWSOME, JR. 56 39 CARLYLE G. SCHUMANN RITA MORGAN MILLER 56 B. LYNN BEAIRD 61

IT IS ACCORDINGLY FOUND, DECLARED AND SO ORDERED that G. W. "BUD" LONGSERRE was duly ELECTED MAYOR of the Town of Thompsons, Texas, at said election; that JAMES D. LAW was duly ELECTED MARSHAL of said town at said election; that

MARION GARCIA , RICHARD SELLEH

FREDDIE NEWSOME, JR. , RITA MORGAN MILLER

and _______ B. LYNN BEAIRD were duly ELECTED ALDERMEN of said town at said election, that said above named parties are hereby declared duly elected to said respective offices and that upon respectively taking their oaths of office and filing such bonds, if any, as provided by the laws of the

State of Texas, that the County Judge commission the said G. W. "Bud" Longserre as Mayor of the Town of Thompsons, Texas, and deliver certificates of election to the other officers elected as above named.

Metro, 2006年,李明这是全国的政治,这一个自己的人,他们的政治,这个是一个自己的人,这个人,他们的人,他们的人,他们的人,他们就是一个人,他们的人们的

It is further found and determined that written notice of the date, place and subject of this meeting was posted as required by Article 6252-17 for at least 72 hours preceding the scheduled time of this meeting and that all terms and provisions of said Article 6252-17 have been fully met and complied with. The returns of the posting of said notice shall be attached to the minutes of this meeting and shall be a part thereof for all intents and purposes.

The above order being read, it was moved and seconded that same do pass. Thereupon, the question being called for, the members of the Court unanimously voted that same do pass.

PASSED, APPROVED AND ADOPTED this the 9th day of April,

1979.

STAVI NOHA, County Judge

INIE PUSTKA, Commissioner

inct No. 1

Volgmissioner JEBBIA,

Precinct No. 3

Precinct No. 2

ED H. HELWIG, Commissioner

Precinct No. 3

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CANVASSING THE ELECTION RETURNS OF THE ELECTION OF THE OFFICERS OF THE VILLAGE OF SIMONTON, TEXAS AND DECLARING THE RESULTS THEREOF:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the canvassing of the election returns of the election of the officers of the Village of Simonton, Texas and declared the results thereof, as follows:

AN ORDER OF THE COUNTY JUDGE CANVASSING
THE RETURNS OF THE ELECTION OF THE OFFICERS OF THE
VILLAGE OF SIMONTON, TEXAS ON THE 7TH DAY OF APRIL, 1979,
DECLARING THE RESULTS THEREOF

THE STATE OF TEXAS

COUNTY OF FORT BEND §

WHEREAS, the Village of Simonton, Texas was incorporated pursuant to an election held in accord with all legal requirements; and

WHEREAS, it was necessary and proper to order the initial election of officers for said Village.

WHEREAS, due notice to potential candidates was given as required by law and an affidavit of the giving of said notice was duly submitted to the undersigned; and

WHEREAS, due notice of said election was given as required by law and an affidavit of the giving of said notice was duly submitted to the undersigned and said election was thereafter held in accordance with all legal requirements and within the time and in the manner required by law by Margie King, Election Judge and Frank Mazola, Absentee Balloting Clerk, the Election Officials conducting the same which officials have made due returns of said election to the undersigned; and

WHEREAS, in the manner and in the time required by law the undersigned did canvass said election returns and upon such canvass found that there were absentee ballots cast for the following-candidates as follows:

FOR MAYOR:	•
Richard T. Lamkin Maurice Berkman	-
FOR MARSHAL:	

and that the combined totals of said absentee ballots and the ballots cast on April 7, 1979, based on the returns and statements of canvass of said election made to the Commissioner's Court of Fort Bend County by the Election Judge on her own behalf and on behalf of the Absentee Voting Clerk were as follows:

FOR MAYOR:

Richard T. Lamkin Maurice Berkman	<u>65</u> 203
FOR MARSHAL:	
J. Robert Wilson, Jr. Kenneth R. Simon	162

FOR ALDERMAN:

Ralph E. Gustafson Eunice C. Heil Peggy Wright Roy W. Woods Bob McKinley L. E. "Gus" Wahlberg

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	Sara "Sally" Parschall R. V. Dick Whitty Lorene Jones Brian Arthur Reeves Harold W. Emick Jack P. Fletcher Robert S. Harker Rita Phillips Avie Max Grobe, Jr.	40 54 74 96 18 74 154 154	
	BUB GACK		
and	that there wereO	ballots not counted according	to
the	election returns because	e of the same being illegible.	
	For Mayor		
	For Marshal		
	For Alderman		
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WHEREAS, the undersigned has investigated all matters pertaining to the balloting (including absentee balloting) and including the keeping of poll lists, the conduct of the election officials and the returns of all balloting for said election.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECLARED:

I.

That all of the findings and determinations above recited are hereby adopted and made part of this Order.

II.

That it is hereby declared that the Commissioner's Court of Fort Bend County, Texas, sitting as a Canvassing Board officially finds and determines that only qualified electors were allowed to vote at said election; that only properly cast ballots were counted; that as a result of the election, these persons each of whom received the highest number of votes for his or her respective office was duly elected to that office:

Mayor

Marshal

Maurice Bukman) J. Robert Wilson Jr.

That as a result of the election, these persons received the five highest numbers of votes for Alderman and were duly elected Alderman:

Kalph C. Sustafen Liggy Wieght Brian arthur Lewes Rita Phillips Civic Max Stube, p.

111.

That the County Judge is hereby authorized to commission Maurice Burkenus as Mayor of the Village of Simonton, and issue Certificates of Election to all the duly elected officials of the Village of Simonton.

IV.

This Order shall be incorporated in the Commissioner's Court Records of Fort Bend County, Texas.

SIGNED AND ENTERED this 9th day of April, 1979.

COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

Mr. Lee Stephniell Gom. Pet. o Distribuning Part 4

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RE: APPROVE BILLS FROM THE CONTRACTOR P. G. BELL COMPANY AND ARCHITECT CHRISTOPHER DISTEFANO & ASSOCIATES, INC. ON THE NEW COURTHOUSE ANNEX:

(株式) TO A TO A STATE OF THE SECOND OF THE

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the bill from the Contractor P. G. Bell Company on the new Courthouse Annex in the amount of \$112,007.70 and bill from Architect Christoper DiStefano & Associates, Inc. on the New Courthouse Annex in the amount of \$1,568.11. Bills recorded as follows:

DOCUMENT G702	In accordance with the Co Architect MLA DO	State of: Texas The undersigned Contractor certifies that the cation for Payment has been completed in a Documents, that all amounts have been paid previous Certificates for Payment were issued the Owner, and that the current payment she contractor: P. G. Bell Co. By:	TOTALS Net change by Change Orders	CHANGE ORDER SUMMARY Change Orders approved in previous months by Owner — TOTAL Subsequent Change Orders Number Approved (date))wner)	APPLICATION AND PROJECT: Fort Bend (name, address) 500 Liberty Richmond,
PPLICATION AND CERTIFICA	ntract and this Application to the lable. It is dayable only to the	State of: Texas County of: Harris The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due. Contractor: P. G. Bell Co. Date: 2 April. By:	\$ (4,10	DITIONS S DEI	Fort Bend County P. O. Box 368 Richmond, Texas 77469	CER- County
 APPLICATION AND CERTIFICATE FOR PAYMENT • MARCH 1971 EDITION AN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D. 	In accordance with the Contract and this Application for Payment the Contractor is entitled to pay Architect Architect By: This Contract and this Application for Payment the Contractor is entitled to pay By: This Contract and this Application for Payment the Contractor is entitled to pay By: This Contract and this Application for Payment the Contractor is entitled to pay By:	Harris ed by this Applitith the Contract Work for which its received from s now due. 2 April, 1979	(\$607.00) (\$2,153.00) 0.00)	DEDUCTIONS \$		FOR
1971 EDITION • AIA®	entitled to payment in the an unnee, payment and acceptance	CURRENT PAYMENT DUE Subscribed and sworn to before me this Notary Public: Notary Public: NAY Commission expires: 20 May,	TOTAL COMPLETED & STORED TO DATE (Column G on G702A) RETAINAGE 10 %	Application is made for Payment, Continuation Sheet, AIA Docume The present status of the account ORIGINAL CONTRACT SUM Net change by Change Orders	CONTRACTOR: P. G. CONTRACT FOR: Fort APPLICATION DATE: 2 PERIOD FROM: 1 Marc	rs PRC Ω Al A
	ment in the amount shown above, and acceptance are without prejudice to any	R PAYMEN	MAPLETED & STORED TO DATE G on G702A) E 10 %	Application is made for Payment, as shown below, in connection Continuation Sheet, AIA Document G702A, is attached. The present status of the account for this Contract is as follows: ORIGINAL CONTRACT SUM	P. G. Bell Co. Fort Bend County Co. (TE: 2 April, 1979 / 1 March, 1979 1	er N
	ARCHITECT CONTRACT Contractor uncomprights of the Owner or Contractor uncomprights.	S 112,007.70 S 112,007.70 day of April .19 79 COUNTER	\$ 832,587.00 \$ 83,258.70 \$ 749,328.30	for Payment, as shown below, in connection with the Contract. AIA Document G702A, is attached. the account for this Contract is as follows: 1,050,000.00 1,045.900.00	Courthouse Annex APPLICATION NO: Seven TO 31 March, 1979	G702 PAGE O
	ARCHITECT CONTRACTOR Contractor under their Contract	.70	70	00)	3	ONE OF PA

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	OTTA MENANTA		·		
	STATEMENT:				
	TO:	COUNTY JUDGE AND Fort Bend County Box 368			
		Richmond, Texas	77469		
	FROM: DATE: RE:	1800 St. James, Houston, Texas April 3, 1979	STEFANO & ASSOCIAT Suite 501 77056 Y COURTHOUSE ANNEX		
			y Request #7: \$1: : (112,007.70 x 7)		.PPROVED
	DUE ARCHITECT:	\$1,568.11	:		
			· · · · · · · · · · · · · · · · · · ·		
	RE: APPROVE CHANGE ORI	DER NO. 13B FOR TH	E COURTHOUSE ANNE	X TO INSTALL	TELEPHONE
	On MOtion of Commis	ssioner Tony Jebbi	a, seconded by Co	mmissioner Ed	l. H. Helwig.
	and duly passed, the co	•	•		
	annex in the amount of	:			
•	Courthouse. Bill as fo	•	all telephone con	dure rrom em	
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		HANGE I'	TOPOSAL	•	10.: <u>138</u>
		· · · · · · · · · · · · · · · · · · ·	SUBMITTAL	DATE: 23 M	arch, 1979
		- 4511 DACOMA RO	DAD		
Constr Contractors	a Managers HOUSTON, TE	XAS 77001 • 713/681-2	REVISED DA 401	ATE:	
PROPOSAL ISS		. 11	ROJECT:	•	
_ 1800 S	opher DiStefano & Ass Saint James Place, Sui		#361 - Fort Bend	I County Cor	irthouse Annex
nousto	on, Texas 77056	L	ROJECT: ARCHITECT • E	NGINEER • DESI	GNER
ATTENTION:	MR. Jerome Kutach		Christopher Dis		
DESCRIPTION					
SCOPE OF WO	Add Telephone Service	from Annex to Cour	thouse		
SOURCE OF THE		` I		† 	
	Contract	tors Material	ts Equipment	Labor Bürden	TOTALS
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RE: APPROVE PAYMENT OF BILLS TO CHRISTOPHER DISTEFANO & ASSOCIATES, INC., MOODY'S INVESTORS SERVICE, INC. AND MURILLO ENGINEERING & TESTING SERVICE INC. ON NEW FORT BEND COUNTY JAIL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the payment of bills submitted on the new Fort Bend County Jail by the following:

Architect's fee by Christopher DiStefano & Associates, Inc. in the amount of \$68,145.00

Municipal Bond Rating by Moody's Investors Service, Inc. in the amount of \$2,000.00

Fingineering Evaluation by Murillo Engineering & Testing Service, Inc.
in the amount of \$975.00

Bills recorded as follows:

STATEMENT

TO: COUNTY JUDGE AND COMMISSIONERS

Fort Bend County
P. O. Box 368

Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501 Houston, Texas 77056

DATE: March 19, 1979

RE: FORT BEND COUNTY JAIL

Design Development Phase Completion

Estimated Construction Cost: \$2,950,000.00

Architect's Fee @ 6.60%: \$194,700.00

35% Fee Due: \$68,145.00

MOODY'S INVESTORS SERVICE, INC.

99 CHURCH STREET NEW YORK, N.Y. 10007

R-27 March 6,1979

Fort Bend County, Texas
c/o Mr. Jodie E. Stavinotta
County Judge
Fort Bend County Court House
Richmond, Texas 77469

FOR PROFESSIONAL SERVICES:

Municipal Bond Rating: \$3,500,000 G.O. LT Bonds
Fort Bend County, Texas

Fort Bend County, Texas Sale Date: 2/26/79

FEE: \$2,000.



DI BIRTLIF DRIVE, SUITE 550 • (713) 762-0590 • HOUSTON, TEXAS 77036

TO: 0520

E-11979

INVOICE DATE: 3/31/79

INVOICE NO:

63048

FT BEND OF FRERS
P O BOX 1078
ROSENBERG TX 17471

FT BEND COUNTY JAIL
FOUNDATION INVESTIGATION
MARCH 1979

	والمهج والراوان	VM.HO	RIZED_BY_SIA	NLEY_KUCHE	RKA
QUANTITY	DATE	DESCRIPTION		UNIT PRICE	TOTAL
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		Stanly & Killing)			
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	***	TOTAL INVOICED:			975.(

1% SERVICE CHARGE PER MONTH WILL BE CHARGED ON ANY UNPAID BALANC

ORDER GRANTING REQUEST FROM MISSOURI CITY FOR TWO CETA SLOTS TO WORK IN THEIR PARKS DEPARTMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized that Missouri City be granted two CETA Slots to work in their Parks Department.

RE: CONSIDERATION OF A REQUEST FOR A GRANT FROM THE TEXAS DEPARTMENT OF COMMUNITY AFFAIRS TO DEVELOP A PERSONNEL SYSTEM FOR THE COUNTY:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, Commissioner Tony Jebbia opposed, and duly passed, the court agreed to submit a letter of intent anticipating participation in this type of program to develop a personnel system for the county, with no commitment at this time.

RE: APPLICATION FOR AND PERMIT GRANTING WATER LINE CROSSING TO HOME REAL ESTATE & DEVELOPMENT, INC. ON BEASELY WEST END ROAD IN PRECINCT #2:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the application for and permit granting water line crossing to Home Real Estate & Development, Inc. on Beasley West End Road in Precinct #2, as follows:

GRANTING WATER LINE CROSSING

TO THE HONORABLE COMMISSIONERS COURT AND COUNTY, TEXAS

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COMES NOW HOME REAL ESTATE & DEVELOPMENT, INC.

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a 4" water line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Potitioner agrees to bury water line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said water line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said 4" water line.

The undersigned officer of said Company has full authority to bind raid Company hereto.

Executed in quadruplicate originals this 6th day of

Attest: Secretary

Home REAL ESTATE & Development, INC 1601 AVE H Rosenberg, Texas 77471

PERMIT

IN THE COMMISSIONERS' COURT ---- FORT BEND COUNTY, TEXAS

ON THIS the 9 day of april on motion duly made, seconded and passed by the COMMISSIONERS! COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a 4" water line under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said water line is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS, and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

County Judge

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THE STATE OF TEXAS COUNTY OF FORT BEND	BEFORE ME
GLENNA J. FRANCIS	, in and for FORT BEND
County, Texas, on this day pers	sonally appeared BRUCE E. LANE
known to me to	be the person whose mame? .
subscribed to the foregoing ins	strument, and acknowledged to me that the purposes and consideration therei
expressed.	Since pur poses and consmeration therei
GIVEN UNDER MY HAND AND SEAL OF A. D. 19 79.	OFFICE, this Eth day of april
(seal)	GLENNA J. FRANCIS
**************************************	CTENNA J. EMANCIS
THE STATE OF TEXAS)
COUNTY OF	
	de and for
County, Texas, on this day pers	, in and for
wife of	
known to me to be the person wh	ose name is subscribed to the fore-
going instrument; and having be	en examined by me privily and apart e same fully explained to her, she,
the said	acknowledged such instrument to
be her act and deed, and she de	clared that she had willingly signed
the same for the purposes and c	consideration therein expressed, and
that she did not wish to retrac	t it.
GIVEN UNDER MY HAND AND SEAL OF . A. D. 19	OFFICE, thisday of
, <i>n. D. 17</i> .	
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THE STATE OF TEXAS	· · · · · · · · · · · · · · · · · · ·
COUNTY OF	BEFORE ME
	, in and for
County, Texas, on this day pers	onally appeared
and	his wife, both hose names are subscribed to the
foregoing instrument, and acknow	wledged to me that they each executed
the same for the purposes and co	onsideration therein expressed, and
the said	rife of the gold
	having the same fully explained to
her, she, the said	nd deed, and she declared that she
had willingly signed the same for	or the purposes and consideration
herein expressed, and that she	did not wish to retract it.
GIVEN UNDER MY HAND AND SEAL OF	OFFICE, thisday of A. D. 19
	n. u. 17
(
(seal)	

PERMIT TO SOUTHWESTERN BELL TELEPHONE COMPANY-ALONG BELLAIRE BLVD. FACING EAST AND UNDER PASO DEL SOL DRIVE FACING NORTH IN PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the Notice of proposed installation of buried cable and/or conduit and permit to Southwestern Bell Telephone Company along Bellaire Blvd. facing east and under Paso Del Sol Drive facint North in Precinct #4, as follows:

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this the 29th day of March, 1979, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads right-of-way in Fort Bend County for the purposes of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

Proposed buried cable will parallel the S. R/W of Bellaire Blvd. beginning 48' east of Paso Del Sol Drive and extending 251' to the east.

10

The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deeping of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

The undersigned further agrees to obey all rules of the County Commissioners and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said cable and/or conduit.

The undersigned representative of said company has full authority to bind said Company hereto.

TEL. CO. LOG NO. Sunset * 1

SOUTHWESTERN BELL TELEPHONE COMPANY

TELEPHONE NO: 527-9957
BY: Parties &

TITLE: Project Engineer Conduit District

ADDRESS: 3317 Montrose, Room 220B

Houston, Texas 77006
Approved As To Form

Approved As To Form Legal Dept. Houston Area

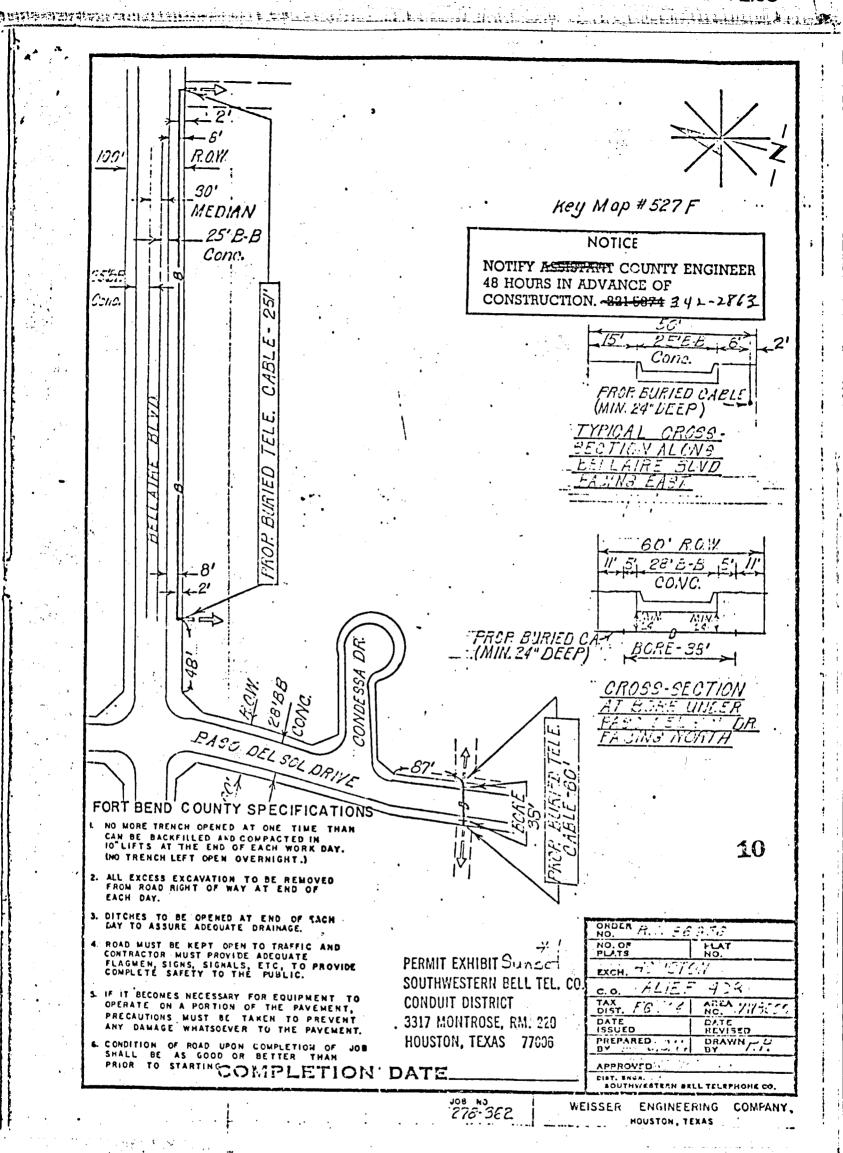
Y TINNY

PERMIT

IN THE COMMISSIONER'S COURT ----FORT BEND COUNTY, TEXAS on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

Coupley Judge



7 RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO GENERAL
TELEPHONE COMPANY OF THE SW ON BULS ROAD NEAR EAST BERNARD, TEXAS IN PRECINCT #2:

On Motion of Commissionser W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the application for and permit granting telephone cable crossing to General Telephone Company of the SW on Buls Road near East Bernard, Texas in Precinct #2, with adjustment made by County Engineer, as follows:

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APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES	NOM	GENERAL	TELE	PHONE	COMPANY	OF	THE	SW	
15 g									

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of this cable. Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

EXECUTED in	quadruplicate	originals	this	_27th	day	of	March	
19 79		•					,	
					•			

W.Sullulin Project Coordinator

ATTEST: Secretary

Seal (if corporation)

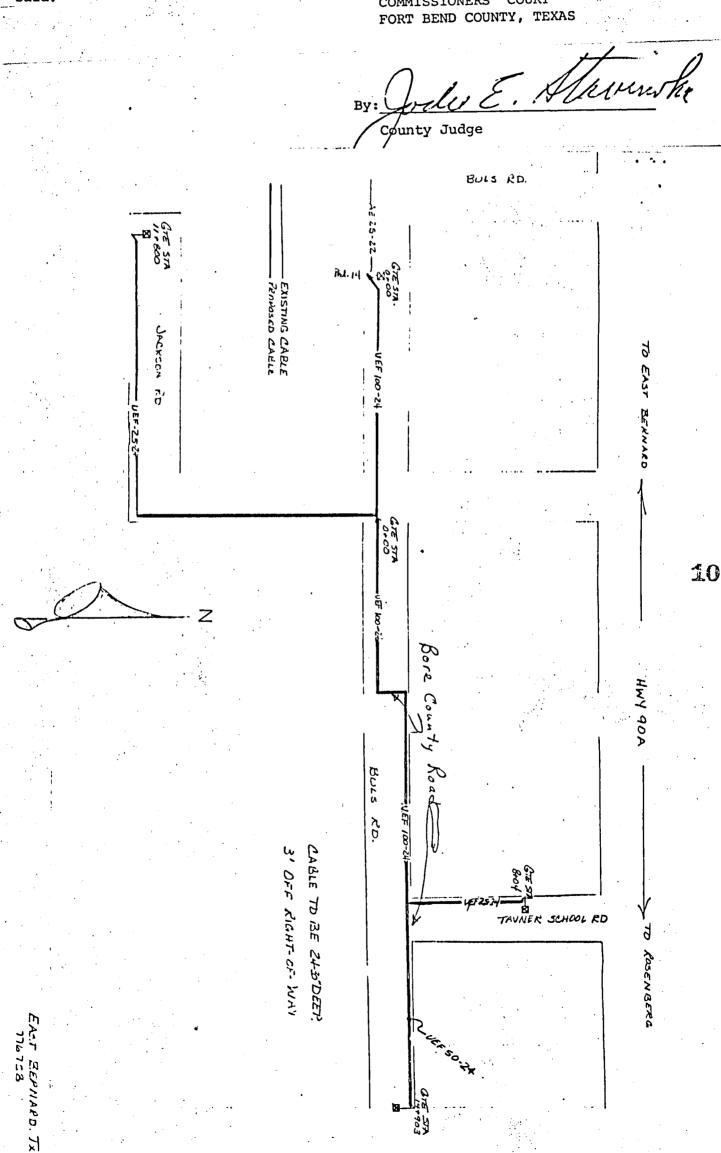
5423/776758

PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT



1997年第2世紀

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO GENERAL TELEPHONE COMPANY OF THE SW UNDER SYCAMORE STREET NEAR ARCOLA, TEXAS IN PRECINCT #3:

On MOtion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the application for and permit granting telephone cable crossing to General Telephone Company of the SW under Sycamore Street in Arcola, Texas in Precinct #3, as follows:

> APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

GENERAL TELEPHONE COMPANY OF THE SW

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of this cable. Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

EXECUTED in quadruplicate originals this 29th day of 19 79°

General Telephone Company of the SW

ATTEST: Secretary

Seal (if corporation)

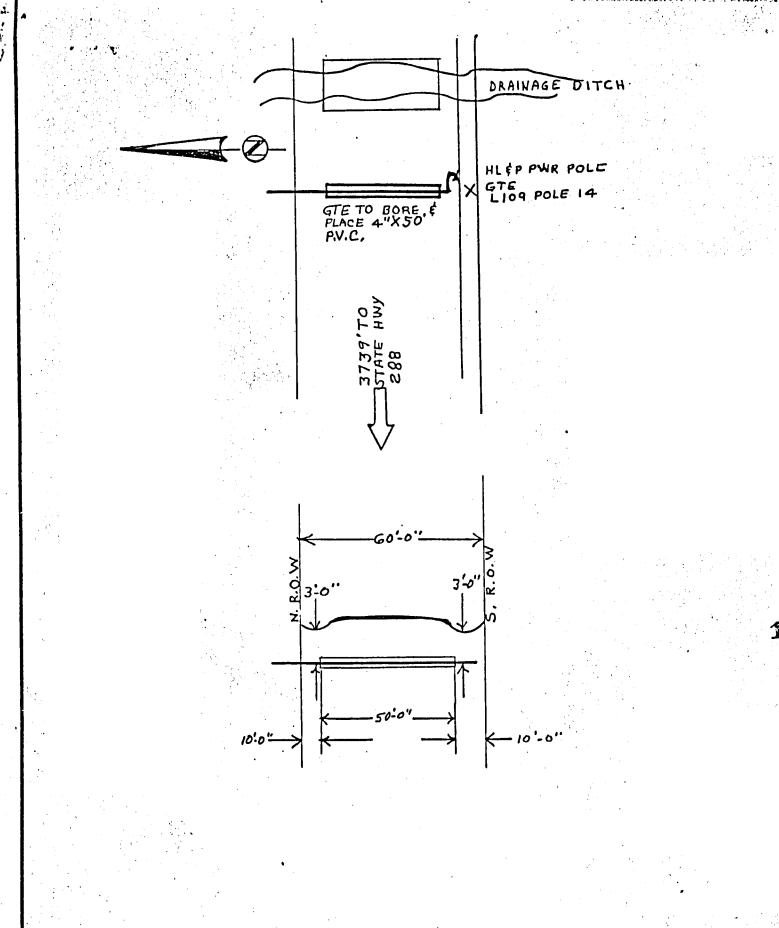
PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

1979, on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

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County Judge



ED-172 - A

W. O. NO. E376519	GENERAL TELEPHONE COMPANY OF THE SOUTHWEST
TAX DIST. ENG ND BY JIM DATE 1-18-79 DRAWN BY JIM DATE 1-18-79	DESCRIPTION PERMIT TO BORE & PL CABLE UNDER SYCAMORE ST.
APPROVED BY DATE SCALE_NONE	SHEETOFSHEETS

RE: SOUTHWESTERN BELL TELEPHONE COMPANY REQUEST FOR PERMIT TO LAY BURIED CABLE ACROSS MULA ROAD IN EAST FORT BEND COUNTY:

The court did not grant permission to Southwestern Bell Telephone Company on request for permit to lay buried cable across Mula road in east Fort Bend County, because this lies within the city limits of Stafford.

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There being no further business, the court adjourned at 11:35 o'clock A.M.

Jode E. Stavenoke

ATTEST:

Pearl Ellett

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 16th day of April, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

10

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the minutes of Regular Session of April 9, 1979, as corrected.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

No changes in Depository Pledge Contracts.

3 RE: LETTER FROM LIETUENANT GOVERNOR WILLIAM P. HOBBY:

County Judge, Jodie E. Stavinoha read into the minutes the following letter from Lietuenant Governor William P. Hobby concerning the resolution adopted by the Commissioners' Court of Fort Bend County expressing support for Senate Bill 272.

The Honorable Jodie E. Stavinoha County Judge Fort Bend County Post Office Box 368 Richmond, Texas 77469

Dear Judge Stavinoha:

Thank you very much for providing me with a copy of the resolution adopted by the Commissioners' Court of Fort Bend County expressing support for Senate Bill 272. I am grateful to you for sharing this resolution with me.

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Senate Bill 272, which relates to payment of court appointed counsel in criminal cases, is in a subcommittee of the Senate Jurisprudence Committee. Let me assure you that the members of the 66th Legislature will give Senate Bill 272 the most serious consideration and that the views of the Commissioners' Court of Fort Bend County will be of much assistance.

Bill Hobby

RE: APPOINTMENT OF MEMBER TO THE FORT BEND COUNTY LIBRARY BOARD:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the appointment of Mrs. Angie Cadena to the Fort Bend County Library Board to fill the vacancy on the Library Board.

5 RE: APPROVAL OF COUNTY TREASURER'S QUARTERLY REPORT ENDING ON THE MARCH 31, 1979:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the County Treasurer's Quarterly Report for the term ending on March 31, 1979, as follows:

Order Approving County Treasurer's Quarterly Report

FUND	BEGINNING CASH BALANCE Date 1-1-79	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 3-31-79
AVAILABLE FUNDS:				
General Fund	\$ 496,566.57	\$2,370,523.15	\$2,551,306.21\$	315,783.51
Road & Bridge Fund	\$ 120,881.26	\$1,558,524.36	\$1,526,503.05\$	152,902.57
SPECIAL REVENUE FUNDS:	_	•		
30¢ Ad Valorem Tax	\$ 64,946.50	\$1,094,925.79	\$1,314,070.70\$	154,198.41 0/
Lateral Road Account	\$ 10,206.61	\$ 40,000.00	\$ 29,527.50\$	20,679.11
Revenue Sharing EP-1-7	\$ 89,927.50	\$ 240,000.00	\$ 259,687.22\$	70,240.28
Revenue Sharing EP-8	\$ 41,038.82	\$ 320,000.00	\$ 328,506.22\$	32,53 2. 60 .
Revenue Sharing EP-9	\$ 29,518.17	\$ 150,000.00	\$ 177,120.58\$	
Revenue Sharing EP-10	\$.00	\$ 238,048.00	\$ 220,520.44\$	17,527.56
County Law Library	\$ 6,048.58	\$ 17,121.00	\$ 21,288.76\$	1,880.82
Child Support	\$.00	\$ 1,488.00	\$\$	1,488.00
Voter Registration Fund	\$ 113.50		\$\$ ********************************	113.50

CAPITAL PROJECTS FUNDS:		rengan in Series and American Series and American Series and Series and Series and Series and Series and Series		Mayor states a grant and the state of the st			•
Fairgrounds Property	\$	4,552.00	<u>\$</u>	30,000.00	\$	29,592.08\$	4,959.92
Branch Libraries	\$	5,511.98	\$	115,000.00	\$	106,697.28\$	13,814.70
Road Bond Available	\$	8,134.26	\$_	40,000.00	\$	43,057.50\$	5,076.76
Building Fund	\$	13,830.35	\$	250,000.00	\$	261,377.63\$	2,452.72
Title V Arcola School Hse	.\$	4,769.00	\$ <u>-</u>		\$	4,769.00\$.00
FBC Smithers Lake Acct Pc					<u> </u>		
# 1 Main Fund	\$	47,428.79	\$	400,000.00	\$	326,246.74\$	121,182.05
Time Warr '69 Sinking	\$	2,890.91	<u>\$</u>	20,000.00	\$	19,791.92\$	3,098.99
Unlimited Tx Rd Bond 62-							
66 Sinking	<u>\$</u> _	2,486.75	\$	64,820.97	\$	64,208.07\$	3,099.65
TRUST & AGENCY FUNDS:							
Payroll Fund	. <u>\$</u>	18,575.57	<u>\$1</u>	,306,429.61	<u>\$1</u>	304,372.43\$	20,632.75
Co. Social Security	\$	37,888,87	\$_	173,689.98	\$_	210,376.08\$	1,202.77
Tax Collector's Fund	<u>\$</u>	2,561.22	\$_	208,456.50	\$	211,017.72\$.00

And that said amounts were received and paid out of each of the respective funds since the filing of the preceding Quarterly Report of said County Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT IS THEREFORE FURTHER ORDERED, by the Court, that the said detailed report be, and the same is hereby, in all things approved, and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners' Court of Fort Bend County, Texas, and that the proper credits be made in the accounts of the said County Treasurer in accordance with this order.

accordance with this order. Witness our hands, this J. DIE E. STAVINONA County Judge. Sworn to and Subscribed before me, by County Judge, and John Commissioner Precinct No. 1. W. LEE SCHMIDT and TONY JEBBIA and ED H. HEUWIG County Commissioners of Commissioner Precinct No. 2. Asaid FORT BEND County, each respectively, on this, the 16th day A.D. 19_79 Commissioner Precinct No. 3. NORMA J. LANDRY, NOTARY PUBLIC Commissioner Precinct No. 4. FORT BEND COUNTY, TEXAS

IN THE MATTER OF THE QUARTE	ERLY REPORT OF		COMMISSIONERS' COURT ORT BEND COUNTY,	
Treasurer, Fort Bend County	, Texas		Te	rm, 19
On this 16 day of April			A. D. 19.7.9, in Regu	lar Session
of the Commissioners' Court of Fort Bend C M Elizabeth Williams	*		terly Report of	Also Quanton
beginning on the da			•	
	D. 19 79, filed herein I examined by the Cou cby approved; and it a I credit of, and paid of	on the16 da	y of April	D. 19 7.9 RDERED by said County
FUND	BEGINNING CASH BALANCE Date1-1-79	RECEIPTS	DISBURSEMENTS D	ENDING ASH BALANCE Date 3-31-79
Criminal Justice Plgn CC	\$ 5,710.00	\$ 5,570.00	\$ 7,917.50\$	3,362.50
Law Enfor. Office Stds.&				
Educ. Fund CC	\$ 2,846.20	\$ 2,046.00	\$ 2,846.20\$	2,046.00
FBC Ambulance Paramedics	\$ 3,164.19	\$ 1,200.40	\$\$	4,364.59
Dist Atty Suppl. Salary	\$ 525.09	\$ 1,350.00	\$ 1,425.00\$	450.09
Library Donations Acct	\$	-\$ 409.32	\$\$	409.32
Texas St. Library 76-A	\$	\$ 2,800.00	\$ 1,851.00\$	949.00
DRAINAGE DISTRICT:	!			
Maintenance Available	\$ 37,348.12	\$ 826,427.85	\$1,002,007.66\$	138,231.69 <u>0</u>
Bond Available	\$ 8,709.77	\$	\$\$	8,709.77
Social Security	\$ 11,850.54	\$ 12,929.76	<u>\$ 12,066.47\$</u>	
CRIMINAL JUSTICE FUND: Deinst-Stat-Offender				10
JA 77 CO3 4426 Deinst-Stat- Offender	\$ 838.33	\$	<u>\$ 838.33\$</u>	.00
JA 77 CO3 5297 Adult Prob Grt #	\$ 2,456.45	\$ 7,115.73	\$ 4,687.21\$	4,884.97
AC 78 FO2 4923 Crim D/A Grant #	\$ 218.26	\$	\$\$	218.26
AC 78 DO2 4958 Juvenile Probation	\$ 845.46	\$	\$ 845.46\$.00
AC 78 FO2 5006 Youth Conservation	\$ 926.13	3 \$ 2,778.80	\$ 2,934.18\$	770.75
# 299 106 378	\$ 1,341.28	3 \$	<u>\$ 1,341.28\$</u>	.00
YOUTH COUNCIL FUNDS:	· · · · · · · · · · · · · · · · · · ·		· -	
Juvenile Prob CAG 78-26	\$ 1,108.8	6 \$	\$ 1,108.86\$.00
Juvenile Prob CAG 79-30	\$.00	0 \$ 11,536.00	\$ 3,005.39\$	8,530.61
TOTAL	\$1,085,765.	89	. <u> </u>	
		\$9,513,191.2	2	
			\$10,052,911.67	
		· .	\$	546,045.44

of said County Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT IS THEREFORE FURTHER ORDERED, by the Court, that the said detailed report be, and the same is hereby, in all things approved, and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners' Court of Fort Bend County, Texas, and that the proper credits be made in the accounts of the said County Treasurer in accordance with this order. Witness our hands, this Sworn to and Subscribed before me, by E. STAVINGHA County Judge County Judge, and JOHNNIE PUSTKA W. LEE SCHMIDT and JONY Commissioner Precinct No. 1. and ED H. HELWIG County Commissioners of Commissioner Precinct No. 2. said WFORT BEND County, each respectively, on Commissioner Precinct No. 3. rma J. Landry Notary Plum. Fort Bend County, Texas Commissioner Precinct No. 4. -5-31st. MARCH 1979 INVESTMENTS SOCIAL SECURITY FD: 10 Treasury Bills 4-12-79 50,000.00 8.90% 4-12-79 60,000.00 8.90% Total 110,000.00 LATERAL ROAD ACCT: Treasury Bills 5-17-79 30,000.00 9% DRAINAGE DISTRICT MAINTENANCE AVAILABLE FD: Treasury Bills 6-14-79 30,000.00 9.43% 9-18-79 100,000.00 9.32% 8-15-79 100,000.00 9.34% *100,000.00 5-17-79 9.30% 10-16-79 80,000.00 9.25% 12-16-79 100,000.00 9.30% 7-24-79 9.30% 100,000.00 5-29-79 100,000.00 8.85% 6-14-79 100,000.00 9.34% **19-13-79** 50,000.00 9.25% 12-11-79 100,000.00 9.27% Total 960,000.00

100,000.00

e Eller Aller de Berger de Brother de Berger en English 9.55%

HARBERT HARBERT BOTH FOR

And that said amounts were received and paid out of each of the respective funds since the filing of the preceding Quarterly Report

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CERTIFICATE OF DEPOSIT:

11-19-79

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DRAINAGE DISTRICT BOND AVAILABI	LE:	
	Treasury Bills	
8-21-79	145,000.00	9.38%
GENERAL FUND:	•	
SANDARD FORD.		
	Treasury Bills	
7-12-79	100,000.00	9.35%
7-12-79 8-16-79	50,000.00	9.25%
8-15-79	100,000.00 250,000.00	9.25% 9.34%
5-17-79	50,000.00	9.30%
9-18-79 6-14-79	100,000.00 100,000.00	9.30% 9.40%
5-29-79	50,000.00	8.85%
7-19-79	50,000.00	9.35%
Total	850,000.00	
CERTIFICATE OF DEPOSIT:		
	•	
11-15-79 11-19-79	100,000.00	9.74%
***************************************	100,000.00	9.57%
10-18-79	100,000.00	9.56%
11-19-79	100,000.00	9.55% 9.55%
12-18-79	100,000.00	
Total	500,000.00	
FARM TO MARKET AND LATERAL ROA	DS:	
	Treasury Bills	
7-12-79	60,000.00	9.35%
10-16-79 8-15-79	100,000.00 150,000.00	9.30% 9.34%
11-13-79	100,000.00	9.30%
6-14-79 5-17-79	90,000.00 100,000.00	9.40% 9.26%
7-19-79	100,000.00	9.35%
Total	700,000.00	
	700,000.00	
CERTIFICATE OF DEPOSIT:	• :	
12-14-79	100,000.00	9.75%
12-18-79 10-18-79	100,000.00	9.55% 9.55%
	100,000.00	7.JJ/6
Total	300,000.00	
ROAD & BRIDGE FUND:	}	
	Treasury Bills	
	•	
9-13-79 7-12-79	50,000.00 100,000.00	9.44% 9.25%
9-18-79	100,000.00	9.32%
8-15-79 5-17-79	180,000.00 50,000.00	9.34% 9.30%
10-16-79	100,000.00	9.25%
6-14-79 7-24-79	100,000.00	9.40% 9.30%
7-24-79 5-29-79	80,000.00 200,000.00	9.30% 8.85%
7-19-79	100,000.00	9.35%
. Total	1,060,000.00	
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			0.700
10-15-79 10-15-79	100,000.00 100,000.00	•	9.73% 9.72%
12-18-79	100,000.00	• • • •	9.55%
11-18-79	100,000.00		9.55%
Total	400,000.00		
FBCBUILDING FUND:	· • • • • • • • • • • • • • • • • • • •		
•	Treasury Bills		
4-12-79	30,000.00		8.90%
7-12-79	50,000.00		9.40%
10-16-79	100,000.00	•	9.55% 9.55%
12-11-79 7-24-79	100,000.00 215,000.00		9.30%
/-24-// ()			
Total	495,000.000	• .	
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FBCBRANCH LIBRARIES:			
	Treasury Bills		
6-14-79	10,000.00	•	9.40%
6-14-79	40,000.00		9.34%
Total	50,000.00		
EDG EATDODOMO PROSE		•	
FBC FAIRGROUND PROPERTY:			
	Treasury Bills	•	
4-12-79	20 000 00		0.00%
7-14-17	30,000.00		8.90%
FBC SMITHERS LAKE ROAD PC	r#1 maintenance:	•	••
	Treasury Bills		
	reasury Dills		
5-17-79	150,000.00		9.11%
6-14-79	100,000.00		9.34%
	050 000 00		eren eren eren eren eren eren eren eren
Total	250.000.00	and the second s	٠, ,
	250,000.00		
FBC ROAD BOND AVAILABLE FI	•		
	<u>):</u>		
FBC ROAD BOND AVAILABLE FI	•		
FBC ROAD BOND AVAILABLE FI	Treasury Bills 50,000.00		9.30%
FBC ROAD BOND AVAILABLE FI	D: Treasury Bills		9.30% 9.25%
FBC ROAD BOND AVAILABLE F1 7-24-79 9-13-79	Treasury Bills 50,000.00 45,000.00	•	
FBC ROAD BOND AVAILABLE FI	Treasury Bills 50,000.00 45,000.00 95,000.00		
FBC ROAD BOND AVAILABLE F1 7-24-79 9-13-79	Treasury Bills 50,000.00 45,000.00 95,000.00		
FBC ROAD BOND AVAILABLE FI	Treasury Bills 50,000.00 45,000.00 95,000.00		
FBC ROAD BOND AVAILABLE FI	Treasury Bills 50,000.00 45,000.00 95,000.00		
FBC ROAD BOND AVAILABLE FI	Treasury Bills 50,000.00 45,000.00 95,000.00		
7-24-79 9-13-79 Total FBC UNLIMITED TAX ROAD BOX 8-16-79	Treasury Bills 50,000.00 45,000.00 95,000.00 ND SINKING 62-66 FD: Treasury Bills 30,000.00		9.25%
FBC ROAD BOND AVAILABLE FITTER TO THE PROOF	Treasury Bills 50,000.00 45,000.00 95,000.00 ND SINKING 62-66 FD: Treasury Bills 30,000.00		9.25%
7-24-79 9-13-79 Total FBC UNLIMITED TAX ROAD BOX 8-16-79	Treasury Bills 50,000.00 45,000.00 95,000.00 ND SINKING 62-66 FD: Treasury Bills 30,000.00		9.25%
7-24-79 9-13-79 Total FBC UNLIMITED TAX ROAD BOX 8-16-79 FBE TIME WARRANTS SER. 16	Treasury Bills 50,000.00 45,000.00 95,000.00 ND SINKING 62-66 FD: Treasury Bills 30,000.00 9 SINKING FD: Treasury Bills		9.25%
7-24-79 9-13-79 Total FBC UNLIMITED TAX ROAD BOX 8-16-79	Treasury Bills 50,000.00 45,000.00 95,000.00 ND SINKING 62-66 FD: Treasury Bills 30,000.00 9 SINKING FD:		9.25%
7-24-79 9-13-79 Total FBC UNLIMITED TAX ROAD BOX 8-16-79 FBE TIME WARRANTS SER. 16	Treasury Bills 50,000.00 45,000.00 95,000.00 ND SINKING 62-66 FD: Treasury Bills 30,000.00 9 SINKING FD: Treasury Bills		9.25%
7-24-79 9-13-79 Total FBC UNLIMITED TAX ROAD BOY 8-16-79 FBE TIME WARRANTS SER. '6	Treasury Bills 50,000.00 45,000.00 95,000.00 ND SINKING 62-66 FD: Treasury Bills 30,000.00 9 SINKING FD: Treasury Bills 10,000.00		9.25%
7-24-79 9-13-79 Total FBC UNLIMITED TAX ROAD BOY 8-16-79 FBE TIME WARRANTS SER. '6	Treasury Bills 50,000.00 45,000.00 95,000.00 ND SINKING 62-66 FD: Treasury Bills 30,000.00 9 SINKING FD: Treasury Bills		9.25%
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FBC REVENUE SHARING TRUST FUND:

Treasury	Bills	
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EP1-7 5-17-79 EP #8 6-14-79 EP #9 5-17-79 EP#10 5-17-79	100,000.00 20,000.00 70,000.00 100,000.00	9.26% 9.34% 9.26% 9.26%
Total	290,000.00	

Invested in U. S. Treasury Bills \$ 5,125,000.00 Invested in Certificate of Deposit\$ 1,300,000.00

Total invested\$ 6,425,000.00

-8-

RE: APPROVE PLATS OF THE GROVE SECTION II AND PECAN GROVE PLANTATION SECTION II:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the Plat of The Grove Section II, being a Subdivision of of 37.880 acres of land out of the William Morton League, Abstract No. 62, Fort Bend County, Texas. Plat of Pecan Grove Plantation Section II, being a Subdivision of 49.908 acres of land out of the William Morton League, Abstract No. 62, Fort Bend County, Texas.

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RE: EMPLOY THE SERVICE OF HASKINS & SELLS TO CONDUCT A DATA PROCESSING STUDY AND UP-DATE PREVIOUS STUDY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered to employ Haskins & Sells to conduct a data processing study and up-date previous study to cover a three year plan costing between \$5,000.00 and \$7,000.00, to be paid for out of the Revenue Sharing EP 10, Interest Earned fund.

RE: TRANSFER OF THREE-QUARTER TON ARMY SURPLUS TRUCK TO ORCHARD FIRE DEPARTMENT:

Mr. Frank Patryn, Civil Defense Director spoke to the Court about Civil Defense coordination. Also, members of the Orchard Fire Department appeared before the Court. The three-quarter Ton Army surplus truck was assigned to the Orchard Fire Department. The court advised that the maintenance of this truck is now the responsibility of the Orchard Fire Department, with no cost to the county.

The court recessed at 11:00 o'clock A.M. to re-convene at 1:30 P.M.

The court re-convened at 1:45 o'clock P.M.on April 16, 1979, when the following were had and the following orders were passed, to-wit:

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RE: DISCUSSION WITH ARCHITECT CHRISTOPHER DISTEFANO CONCERNING CHANGE ORDERS
ON COURTHOUSE ANNEX:

Architect, Christoper DiStefano presented to the court the other change orders on Courthouse Annex. The court did not approve the change orders. Plans were left with no changes made.

O RE: APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' office, as approved by the Commissioners' Court in person in April (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed and approved.

There being no further business the court adjourned at 3:30 o'clock P.M.

COUNTY JUDGE

E. Shurirka

ATTEST

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 23rd day of April, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the Court approved the minutes of Special Session of April 16, 1979.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

No changes in Depository Pledge Contracts.

3 RE: LETTER FROM THE FORT BEND COUNTY GRAND JURY TO THE FORT BEND COUNTY COMMISSIONERS' COURT:

County Judge, Jodie E. Stavinoha read the following letter from the Fort Bend County Grand Jury concerning the Fort Bend County Sheriffs' Department and the Fort Bend County Major Crimes Task Force, which was presented to the Commissioners' Court by District Attorney, William Meitzen.

April 17, 1979

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TO THE FORT BEND COUNTY COMMISSIONERS' COURT

During the course of its deliberations, this Grand Jury has arrived at certain conclusions as follows:

I.

This Grand Jury, while listening to various officers in their presentations of cases, came to the conclusion that there was a lack of communication and cooperation between certain law inforcement agencies in the County, specifically the Fort Bend County Sheriffs' Department and the Fort Bend County Major Crimes Task Force. From the testimony heard by us, it is obvious that the fault lies with the Sheriffs' Department;

That Fort Bend County has a Major Crimes Task Force composed of officers of the highest caliber, and is well equipped to assist its entities in the apprehension of offenders. This Task Force is funded by the taxpayers of Rosenberg, Richmond, Missouri City, Sugar Land and Fort Bend County;

III.

That Fort Bend County Major Crimes Task Force has not been called upon for assistance in the solution of the three most recent known murder cases which occurred in Fort Bend County or in which cases the bodies of the victims were found in Fort Bend County and which cases fall within the jurisdiction of Fort Bend County Sheriffs' Department;

By this letter we are making you aware that in our opinions, a serious situation exists in which the funds and facilities supplied by the taxpayers of these cities, and this county, are not being used to the fullest advantage, and we urge you to make every effort within your authority to see that all funds supplied by the taxpayers of Fort Bend County are utilized to the fullest extent for the best and fastest possible results.

Sincerely,

Byrand W. Franciscon

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Byron Frierson, Foreman Fort Bend County Grand Jury January-June 1979 Term

RE APPROVE PAYMENT OF BILL TO RAY B. BAILEY ARCHITECTS, INC. FOR COURTHOUSE RENOVATION PROJECT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the payment of bill to Ray B. Bailey Architects, Inc.for Courthouse Renovation Project in the amount of \$19,500.00, which is 15% competion of total project services. Bill as follows:

Invoice NO. 7901.2 - FORT BEND COUNTY COURTHOUSE

ARCHITECTURAL SERVICES PHASE I: Continued research, schematic design, and related client meetings for the restoration and renovation of the Fort Bend County Curthouse, Richmond, Texas, from March 1 through March 31, 1979.

BASIC SERVICES:

15% Completion of Total Project Services
\$1,500,000 x .13 x .15= \$29,250.00
Less invoice #7901.1 -9,750.00
TOTAL THIS INVOICE \$19,500.00
Previous Balance: (Inv. #7901.1) 10,079.75
TOTAL AMOUNT DUE: \$29,579.75

RE: RECOGNIZE JUDGE CARL B. BENTLEY FOR COMPLETION OF 40 HRS. JUSTICE OF PEACE. TRAINING COURSE SPONSORED BY THE TEXAS JUSTICE OF THE PEACE TRAINING CENTER IN SAN MARCOS, TEXAS:

a ka ta Manin kangkata dan darak a kara manin manak aka kata ban makét mangga da bata laklah ka kam

The following letter was presented to the Commissioners' Court recognizing Judge Carl B. Bentley for completion of 40 hour Justice of Peace training course sponsored by the Texas Justice of the Peace Training Center in San Marcos, Texas.

Southwest Texas State University

Texas Justice of the Peace Training Center

San Marcos, Texas 78666

(512) 245-2349

April 11, 1979

Hon. Jodie Stavinoho Fort Bend County Courthouse Richmond, Texas 77469

Dear Judge Stavinoho:

During the week of April 3-6, 1979, Judge Carl Bentley successfully completed a twenty hour course in the responsibilities of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the responsibilities of the J.P. office and additionally to complete a twenty hour course each year thereafter. This article encompasses all justices who took office since August 30, 1963 and are not licensed attorneys. The funding of this program, which provides free room and board for the judges at the seminar, is made possible through a grant from the Governor's Office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As ninety to ninety-five percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

Ronald D. Champion Executive Director

RDC/bjm

Q RE: ORDER TO ADOPT THE COUNTY EMPLOYEES POLICIES AND PROCEDURE MANUEL:

HELL CONTRACTOR WHITEHILL WAS A SEC

On MOtion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court adopted the County Employees Policies and Procedure Manuel effective as of this date, April 23, 1979. The policy of sick leave and vacation time, retroactive to January 1, 1979.

-3-

COUNTY OF FORT BEND

EMPLOYEE
INFORMATION

MANUAL

PREPARED AND APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT

RESIDENTIAL WEST STREET, STREE

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(An Equal Opportunity Employer)

Welcome to the family of Fort Bend County Employees.

As an employee of Fort Bend County, you will be eligible for various benefits which will be outlined later in this pamphlet.

You will also be responsible for projecting the proper image of our County Government and its various functions to the people of Fort Bend County. Always remember your reputation and degree of profiency and courtesy in your particular position reflects the County's reputation and vice versa.

In many instances, you may be the only contact a Fort Bend resident has with his County government. We want you to be proud to be an employee of Fort Bend County and we want to be proud of you as an employee.

The governing body of the County is the Commissioners

Court which is comprised of the County Judge and the four Commissioners. They normally meet each Monday of the month at 9:00 a.m. to consider policies affecting Fort Bend County.

Officials elected on a County-wide basis are the County Judge, District Judges, County Court-At-Law Judge, District Attorney, Sheriff, District Clerk, County Clerk, County Tax Assessor-Collector and County Treasurer. Officials elected on a Precinct level are Commissioners, Justices of the Peace and Constables.

Employment opportunities with the County vary a great deal. There are positions available for attorneys, accountants, clerks, heavy equipment operators, investigators, etc. We hope you will be happy in the area of employment you have chosen. We welcome your comments and suggestions about your employment with the County.

As a County employee, you may be asked questions about the various services provided by the County. The following are set forth for your information:

WHERE IN THE COUNTY COURTHOUSE WOULD YOU ---

-- obtain a marriage license?

The county clerk issues marriage licenses. The current fee is \$7.50.

--obtain automobile, truck or motorcycle registration plates?

The county tax-assessor-collector will have license plates for all motor and other moving vehicles.

--obtain a birth certificate?

The county clerk's office maintains records of births.

--obtain a passport?

The district clerk in several smaller counties acts as an agent for the U.S. Passport Agency in helping those planning foreign travel.

-- obtain a voter registration certificate?

The tax assessor-collector maintains the voter registration rolls in Texas.

--pay property taxes?

The tax-assessor-collector maintains property tax rolls and is responsible for tax collection.

-- obtain a death certificate?

These vital statistics are kept by the county clerk.

--examine the will of a deceased person?

This would be among the probate papers filed in the county clerk's office.

--record a license to practice medicine?

This record is maintained by the district clerk.

--record a deed or other legal instrument related to real estate?

The county clerk records documents of this nature.

--pay a traffic ticket issued by the Texas Department of Public Safety?

Contact the office of the justice of the peace named on on the traffic citation.

--visit an inmate in the county jail?

The sheriff is the custodian of the jail and its inmates. Inquiries as to local regulations should be made in the sheriff's office.

--obtain literature and information on agricultural and home economics topics?

Your county extension office will be happy to furnish information in this subject area.

-- cast an absentee vote?

During the scheduled period, absentee voting is conducted by the county clerk.

--inquire about an adoption?

While these records are partially confidential, inquiry to the district clerk may afford some assistance.

--go to get married?

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If a person desires to have a civil ceremony, any judge or magistrate is authorized by law to perform this task. In practice, justices of the peace perform marriage ceremonies more frequently.

--discuss the filing of a complaint for criminal misconduct?

This matter should be discussed with the district attorney.

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WORK WEEK:

All full-time county employees will work a MINIMUM of 40 hours each week.

County offices within the courthouse will normally be open from 8:00 a.m. to 5:00 p.m. daily, except on Saturday and Sunday. Adjustments to these hours of operation may be made by the Department Head in order to better serve the public. Offices are encouraged to remain open during the noon hour and lunch periods may be staggered according to the requirements of the office and regulated by the Department Head.

Coffee breaks will be regulated by the Department Head.

No office will be left unattended during office hours or during coffee breaks.

Each Department Head will determine the number of hours their employees will work for the compensation the employee is to receive. NO OVERTIME HOURS WILL BE PAID BY FORT BEND COUNTY to employees who are on a salary basis.

Compensatory time MAY be granted to salaried employees by the Department Head for overtime hours if that is the decision of the Department Head--but this decision is that of the Department Head and the regulation and control of this item is left with the discretion of the Department Head.

No compensatory time can be carried over at the end of a calendar year.

A COLOR OF THE PROPERTY OF THE

1 - 5 Years of Service (10 work days per year)

Computed at the rate of 6.67 hours earned per month.

No vacation time for which the employee is eligible may be taken until the employee has served at least six months.

5 - 10 Years of Service (12 work days per year)
Computed at the rate of 8 hours earned per month.

10 or more Years of Service (15 work days per year)
Computed at the rate of 10 hours earned per month.

The Department Head is responsible for approving and arranging vacation time for employees and such time shall be based upon the department's workload and seniority within the department.

No more than three consecutive weeks of vacation may be taken without written approval of the department head. No more than fifteen days of vacation time can be carried over at the end of a calendar year.

Should any Holiday fall within a regular scheduled vacation period, the employee will receive benefit of the Holiday by adding one day to the scheduled vacation time.

Accrued vacation time starts within the first month of employment of full-time employment.

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VACATION TIME (cont'd)

On the effective date of the adoption of this policy, the Department Head would be responsible for crediting employees with accrued vacation time as of that date. This policy is retroactive to January 1.

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Sick leave will accrue at the rate of 1/2 day per month while an employee is actually employed by the County on a full-time basis. Part-time employees shall not receive the benefit of sick leave.

The maximum number of days which shall accrue to the individual shall not exceed 60 days at any one time. Loss of work due to accident or injury received in the performance of duty is not time which shall be charged against sick leave of any employee.

Sick leave must be taken in increments of not less than 1/2 day. A doctor's certificate for sick leave taken may be required at the discretion of the Department Head.

The County will not pay an employee for unused sick leave time accumulated in the event of termination or retirement from County employment.

SICK LEAVE (cont'd)

Accrued sick leave credit should be granted by the Department Head upon the institution of this policy based upon an employee's record of service. Such credit is to be made at the discretion of the Department Head and is to be based upon an employee's past record of absences due to illness. This policy is retroactive to January 1.

CITIZENSHIP LEAVE:

Employees shall be granted leave with pay when it becomes necessary for them to be absent from work for the purpose of Citizenship Obligations such as:

- 1. WITNESS DUTY (When Subpoenaed)
- 2. JURY DUTY
- 3. VOTING

Employees are required to notify their Supervisor, Official or Department Head in advance of Citizenship Duties.

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EMERGENCY LEAVE:

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At the discretion of the Department Head, a maximum of three (3) days will be allowed for emergency leave for the purpose of attending funerals.

Temporary emergency leave can be granted at the discretion of the Department Head for emergency situations which may arise such as sudden illness, accidents, etc., involving immediate family members.

Definition of Immediate Family will normally mean Mother, Father, Children, Grandparents and Grandchildren

Should more than three days be needed for this pur-

pose, the additional time will be charged to:

- 1. Vacation time
- Time-Off without pay

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WORKERS' COMPENSATION:

Workers' Compensation Insurance is provided for the employees of the County for occupational illness and on-the-job accidents. The insurance covers 100% of medical expense, death and disability on any employee who qualifies.

The maximum death benefit for a single person with no dependents is \$105.00 per week for 360 weeks. For a married person with no dependents, the benefit is \$105.00 per week for the rest of his/her life if he/she does not remarry. If he/she remarries, he/she receives 2 years of compensation at \$105.00 per week. For a married person with dependents, the benefit is 50% of \$105.00, with each child receiving the balance until age 18 or, if student, to age 25.

The maximum disability benefit is based on 60% of the weekly salary up to a maximum of \$105.00 per week for a maximum of 401 weeks.

Any employee who qualifies for Workers' Compensation Insurance will continue to receive compensation from the County which compensation will be his or her regular salary, LESS WORKERS' COMPENSATION BENEFITS, and such salary will be paid as indicated in the following schedule:

_

WORKERS' COMPENSATION (cont'd)

IMPORTANT NOTICE CONCERNING WORKERS' COMPENSATION:

Employee must file Workers' Compensation claim forms immediately for ANY on-the-job accident or illness. Claim forms are available through your Department Head or at the County Auditor's office.

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Mandatory Retirement with Fort Bend County shall be governed by State and Federal law and regulations.

The County joined the Texas County and District
Retirement System on January 1, 1972. The employee contribution
to this system is 7% of gross salary which is deducted from the
employee's pay check, and is matched with County funds of 7%.

Should an employee leave the employment of the County prior to qualifying for retirement benefits, that employee shall have the right to apply for a refund of the employee's contribution to the system along with interest earned on his/contribution. The employee shall not be entitled to the County's portion contributed to the system on his behalf should the employee withdraw from the system.

Each full-time employee of the County SHALL become a member of the Retirement System upon the first day of the month the employee following the date of employment, provided *re' is then under the age of 60.

Full details regarding the Retirement System are available through your Department Head or the Auditor's Office.

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HOSPITALIZATION INSURANCE:

All full-time County employees are provided Hospitalization Insurance for self and family. Life and accidental death
and dismemberment insurance for employee - both of these are
provided at no cost to employee.

NAME OF INSURANCE COMPANY: REPUBLIC NATIONAL LIFE INSURANCE CO.

NAME OF LOCAL AGENT OF RECORD: RAYMOND CHACHERE

Life Insurance Coverage:

Employee Life Insurance - A D & D: \$2,000.00

Elected & Appointed Officials - A D & D: \$5,000.00

Each insured employee receives his or her own individual insurance policy; which sets forth in detail the coverage afforded.

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HOLIDAYS:

All County employees are entitled to ten (10) paid holidays. They are as follows:

New Year's Day

January 1

Good Friday

Memorial Day

Last Monday in May

Independence Day

July 4

Labor Day

First Monday in Sept.

Fair Day

Veteran's Day

November 11

Thanksgiving Day

Fourth Thursday in Nov.

Christmas Day

December 25

Floating Holiday

To be used in conjunction with Christmas or Thanksgiving Holidays

Holidays falling on Saturday are observed the preceding Friday. Those falling on Sunday are observed the following Monday.

RE: COUNTY TO ACCEPT CAR PRESENTED TO CONSTABLE DEPARTMENT OF PRECINCT #1 BY ANONYMOUS DONORS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the car donated to the Constable Department of Precinct #1. The car being a 1978 Ford LTD, Serial #8U63C192474, fully equiped. Donors wish to remain anonymous.

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO GENERAL TELEPHONE COMPANY TO PLACE AERIAL TELEPHONE CABLE NEAR ARCOLA, TEXAS FRESNO-TRAMMEL ROAD: IN PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the application for and permit granting telephone cable crossing to General Telephone Company to place aerial telephone cable near Arcola, Texas on Fresno-Trammel Road in Precinct #3, as follows:

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APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW GENERAL TELEPHONE COMPANY OF T	HE SW
acting herein by and through its duly autho	t to xbexxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
above xxxxxx and across certain roads, ditches, dr	ainage canals or highways as shown
by the plats attached to the executed copy	
Judge's office of Fort Bend County.	
Petitioner agrees to basy cable as indicate	d on the attached plat and keep
said cable in good condition at all times,	and that it will, at petitioner's
expense, make changes in said cable and rel	ocate same when ordered to do so
by the County or its Engineer when it is ne	cessary for the widening or any
construction on public roads or highways, o	r the deepening of drainage ditches
along said roads or highways, or any draina	ge ditch construction of the Fort
Bend County Drainage District. Petitioner	also agrees to repair all damage
due to construction or maintenance of this	cable. Petitioner further agrees
to obey all rules of the County Commissione	ers' and its Engineer in the con-
struction of said installation and save the	
arising out of the laying, maintenance or o	
THE UNDERSIGNED OFFICER of said Company has	full authority to bind said
Company hereto.	
	_
EXECUTED in quadruplicate originals this 1	Oth day of April
1979	
·····	•
CM Sullini	
Project Coordinator	
ATTEST: Secretary	
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Seal (if corporation)	

PERMIT

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IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

on This the 23 day of Assel 1977, on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, ON THIS the 23 day of TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

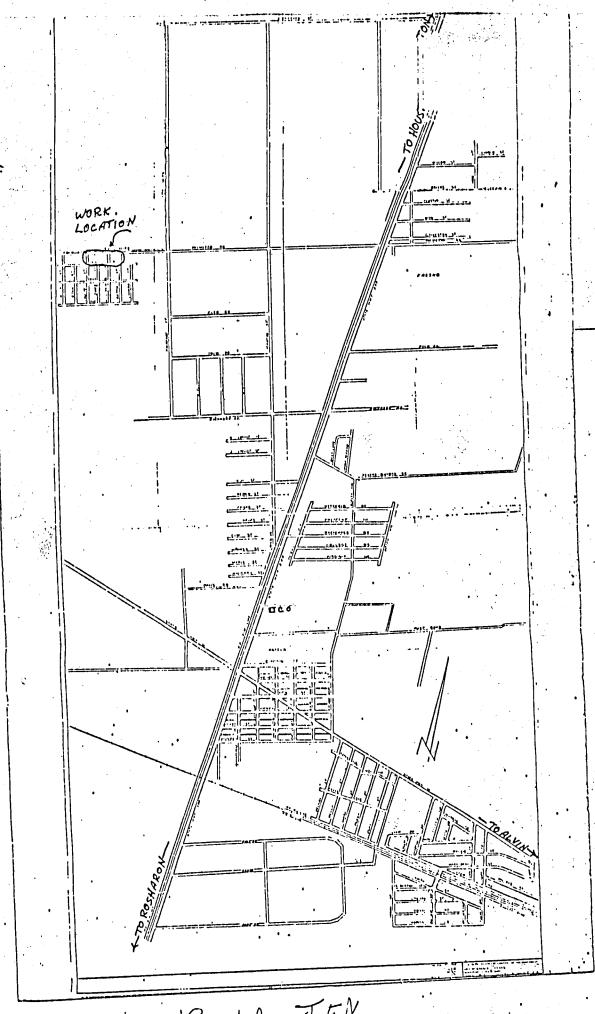
> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

County Judge

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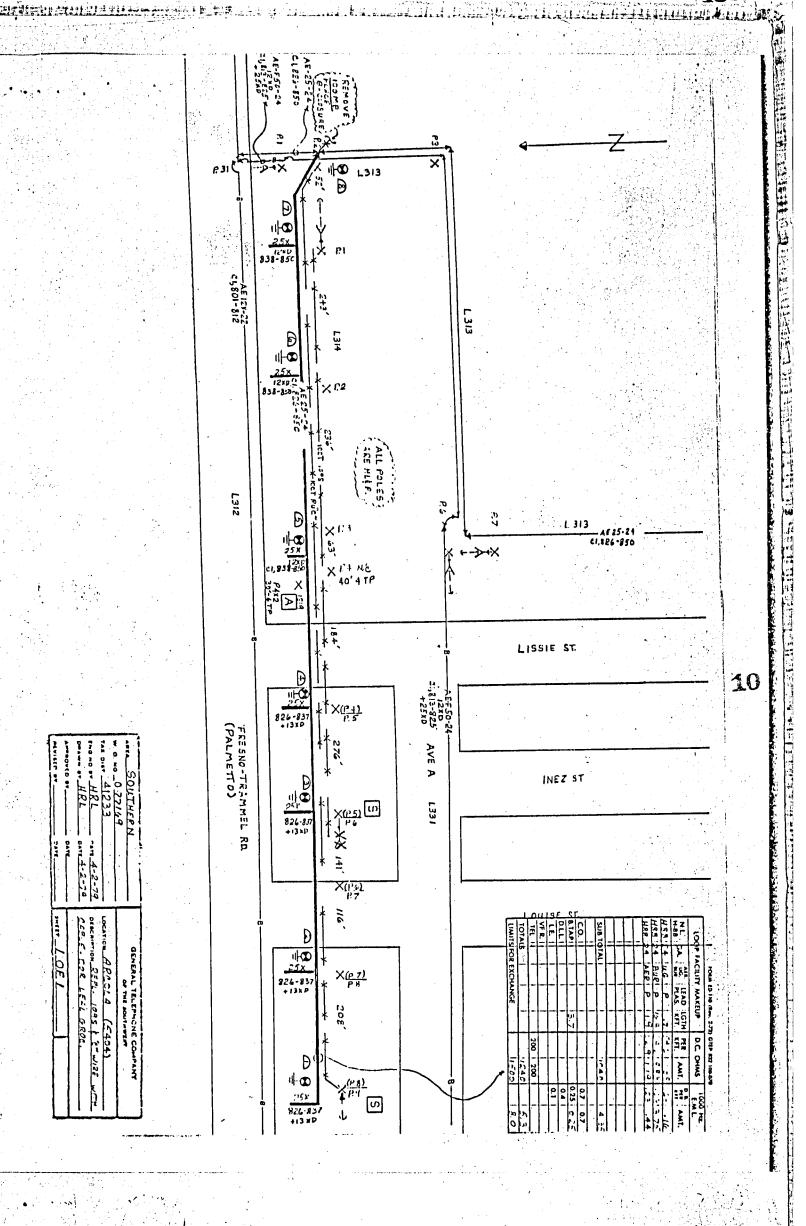
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RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SUGAR LAND TELEPHONE COMAPNY TO LAY BURIED TELEPHONE CABLE IN SUGAR CREEK SUBDIVISION: PRCT.#4:

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On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for and permit granting to lay buried telephone cable in Sugar Creek Subdivision in precinct #4, as follows: accent group and an analysis as despitable of the company of the company of the contract of the contract and a Taking the analysis of the contract in a contribution of the first and the contract of the cont

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APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONER	S' COURT
AND COUNTY JUDGE, FORT BEND CO	OUNTY, TEXAS
COMES NOWSugar Land Tele	ephone Company
P. O. Box 650,	Sugar Land, Texas 77478
and hereby petitions your Hone a buried telephone cable under drainage canals or highways as	its duly authorized representative, orable Court for the right to lay r and across certain roads, ditches, s shown by the plats attached to ile in the County Judge's office
and keep said cable in good convil, at petitioner's expense changes in said cable and release the County or its Engineer who or any construction on public of drainage ditches along said ditch construction of the For Petitioner also agrees to reprorument to the county commission of the County C	le as indicated on the attached plat ondition at all times, and that it, within thirty (30) days, make ocate same when ordered to do so by en it is necessary for the widening roads or highways, or the deepening d roads or highways, or any drainage to Bend County Drainage District. air all damage due to construction Petitioner further agrees to obey ssioners' and its Engineer in the tion and save the County harmless f the laying, maintenance or able.
THE UNDERSIGNED OFFICER of sambind said Company hereto.	id Company has full authority to
EXECUTED in quadruplicate original	ginals this 12 ch day of
<u>april</u> , 19 <u>79</u>	•
	SUGAR LAND TELEPHONE COMPANY Lokef Loo By:
Attest: Secretary	

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PERMIT

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IN THE COMMISSIONERS' COURT ---- FORT BEND COUNTY, TEXAS

ON THIS the 23 day of World on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change, within thirty (30) days, at petitioner's risk and expense as directed by the COMMISSIONERS' COURT, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

> > of & Sturingthy

THE TABLE TO THE TELEVISION OF THE PERSON OF

LAND EXCHANGE: SUGAR COUNTY: FORT SECTION SUGAR SECT13N COUNTRY CLUB BLVD. Sugan PROPOSED TELEPHONE SUGAR LAND TELEPHONE CO. ENGINEERING DEFANTMENT SUGAR LAND. TEXAS 77478 Prive 57741 ExISTING TELE) 10 301 COUNTY DRAINANIN EASEMENT CABLE EASEMENT E BURIED , 0 DRAINAGE PLACE NEWS, ROSEBUD, TETAS

There being no further business, the court adjourned at 10:00 o'clock A.M.

Leave Ellett

COUNTY CLERK

COUNTY JUDGE

JGE

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 1st day of May, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present;

Jodie E. Stavinoha

County Judge

W. Lee Schmidt

Commissioner Precinct # 2

Tony Jebbia

Commissioner Precinct # 3

Ed. H. Helwig

Commissioner Precinct # 4

with Johnnie Pustka, Commissioner Precinct # 1 absent when the following were had and the following orders were passed, to-wit:

RE: ACCEPT BID ON TRAFFIC SAFETY WALL AT SOUTH PECAN LAKE, SUGAR CREEK SUBDIVISION.

On Motion of Commissioner Tony Jebbia, Seconded by Commissioner Ed. H.

Helwig and duly passed, the Court approved the bid of Brown & Root, Inc. on

traffic sefety wall at South Pecan Lake, Sugar Creek Subdivision. To be re-imbursed by Sugar Creek Corporation in the amount of \$26,615.00.

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PROPOSAL

BROWN & ROOT, INC.
Bidding Firm

P. 0. Box 3
Address

Houston, Texas 7700

City, State, Zip

____April 16, 1979 Date

Sugar Creek Cornoration c/o Espey, Huston & Associates, Inc. 3301 Edloe Houston, Texas 77027 Telephone: (713) 621-2960

Attention:

Ms. S. E. Ryan

Re: Construction of Traffic Safety Wall at South Pecan Lake, Sugar Creek Subdivision,

Ft. Bend County, Texas.

Gentlemen:

Having received and examined the bidding documents and having examined the project site, I the undersigned bidder submit this bid. The bidding documents I have examined include the project manual and drawings for the subject project and addenda listed as follows:

#1 No. 10 10 70	· Date	No.	Date
#1- April 10,79			<u> </u>
		•	

THE SALESTED DE LA COMPANY DE

In submitting this bid, I agree:

- (1) To hold my bid open, not withdraw or modify the bid, until 30 days following the bid date.
- (2) To enter into a contract with the owner by executing an agreement on the basis of this bid and to furnish a performance bond, a payment bond, and a certificate of insurance as required by the conditions of the contract, all within 10 days of contract award.

UNIT PRICES FOR CONSTRUCTION OF FLOOD WALL

Item	Item Description	Unit	Quantity	Unit Price*	Total Amount
1.	Concrete	CY .	47	32500	15,275-
2.	Reinforcement, #4 Bar	LB	2100	075	1,575-
3.	Expansion & Contraction Joints	LF	55	25=	1.375-
4.,	Excavation	CY	33		990-
5.	Backfill	CY	10	20:	500
6.	Flagmen	LS	1	5000	500
7.	Remove & Relocate Existing Gates	LS	1	5,90000	5.900
8.	Sodding	SY	10	<u>50:°</u>	\$ 26,615-
	· · · · · · · · · · · · · · · · · · ·		Gran	nd Total Price	\$ 20,00

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BROWN & ROOT, INC. P. O. BOX 3 HOUSTON, TEXAS 77001

- (3) To accomplish the work in accord with the contract documents by furnishing all materials, equipment and labor for proper construction and completion of the work.
- (4) To complete the work within 45 calendar days.

BID SCHEDULE

For the performance of the work the following amounts are bid. The amounts are written in words and figures with the amount in words prevailing.

TOTAL AMOUNT OF BASE BID (Sum of Total Amount of Bid for Items 1 thru 8 726,615= Dollars (\$

As bidder I acknowledge that:

- (1) The owner reserves the right to reject any and all hids.
- (2) The contract price may be increased or decreased or the contract time reduced or extended to compensate for changes in the work as ordered by the engineer and provided for by the conditions of the contract.

Furthermore, as bidder I certify that:

- (1) The only person or parties associated with or having an interest in this bid as principals are those named in this document; this bid is made without collusion involving any other person, partnership or corporation.
- (2) The amounts given in this bid have been carefully checked and are submitted as correct and final.

Bidder: BROWN & ROOT, INC.

By: S.a. Winnel

Title: __Group Vice President

Witness: Jant bush

Seal (If Bidder is a Corporation)

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JANET BUSH
ASSISTANT SECRETARY

PROWN & ROOT, INC. P. O. BOX 3 HOUSTON, TEXAS 7700

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2 RE: JOHN O'BRIEN, AD VALOREM TAX OFFICE, STATE COMPTROLLER'S OFFICE, RE: DISCUSSION OF TRUTH IN TAXATION BILLS.

MR. JOHN O'BRIEN, appeared before the Commissioners' Court and the County Tax Collector and her Appraisers to discuss Truth in Taxation bills waiting to be approved by the State.

There being no further business the Court Recessed at 12:00 Noon to approve Bills.

The Court reconvened at 1:30 O'Clock P.M. on May 1, 1979, when the following were had and following order was passed, to-wit:

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RE: APPROVED BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' office, as approved by the Commissioners' Court in Person in May (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed H. Helwig, and duly passed and approved.

There being no further business the Court adjourned at 2:45 P.M.

County Judge

ATTEST

County Clerk

SPECIAL SESSION

THE STATE OF TEXAS:)

COUNTY OF FORT BEND

BE IT REMEMBERED That on the 7th day of May, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Specual Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

atternatures de la communidad de 1812 a destato de 1811 de 181 de 1814 de 1816 de 1818 de 1814 de 1818 de 1814
W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the minutes of Special Sessions of April 23, 1979 and May 1, 1979, as corrected;

RE: RECOGNITION OF RECEIPT OF CHECK IN THE AMOUNT OF \$26,615.00 FOR RE-IMBURSEMENT FROM THE SUGAR CREEK CORPORATION TO BUILD A SAFETY WALL AT SOUTH PECAN LAKE, SUGAR CREEK SUBDIVISION:

The Court recognized the receipt of a check in the amount of \$26,165.00 for re-inbursement from the Sugar Creek Corporation to build a safety wall at South Pecan Lake, Sugar Creek Subdivision. Check made payable to the Fort Bend County Drainage District.

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the following changes in Depository Pledge Contracts:

The Rosenberg Bank and Trust of Rosenberg, Texas to release

SK#130954 - \$20,000.00 City of Mt. Pleasant Texas GP Bonds due 4/15/80.

SK#136755 - \$100,000.00 Tatum ISD U/T School Bonds due 5/15/80.

SK#139204 - \$100,000.00 Humble ISD Bonds due 2/15/81.

to be replaced with SK#144606 - \$200,000.00 U. S. Treasury Notes due 8/15/81 issue date 3/16/79.

RE: OPEN BIDS FOR BLEACHERS FOR BUILDING E. AT FORT BEND COUNTY FAIRGROUNDS:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court ordered to postpone the opening of the bids for bleachers for Building E.at the Fort Bend County Fairgrounds for one week, due to the fact that other bidders had mailed bids, which had not been received by the opening of 9:00 o'clock court meeting time.

APPROVAL OF RESOLUTION AND APPLICATION TO THE TEXAS CRIMINAL JUSTICE COUNCIL FOR AN ACTION GRANT FOR DEINSTITUTIONALIZATION OF STATUS OFFENDERS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the courts approval of Resolution and Application to the Texas Criminal Justice Council for an Action Grant for Reinstitutionalization of Status Offenders for the Juvenile Probation Department of Fort Bend County, Texas, as follows:

STATE OF TEXAS COUNTY OF FORT BEND

IN THE COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

RESOLUTION

in the County of Fort Bend, at a duly called and regular meeting of the Commissioner's Court of the County of Fort Bend, there was read, presented considered, and came on to be heard and adopted, the following Resolution.

THAT WHEREAS, a program of treatment and rehabilation for Juvenile offenders is one of the primary duties of the Criminal Justice System, and;

WHEREAS, the Fort Bend County Juvenile Probation Department has EVIDENCE, NEED, WILLINGNESS, AND DESIRE to provide expanded and more intensive services to the offenders of the County through an intensified program of Correctional Probation, and;

WHEREAS, the aforesaid Probation Department has, over a period of years, demonstrated that it has the resources and leadership necessary to provide such intensified services; **10**

NOW, THEREFORE BE IT RESOLVED THAT, this, the Commissioner's Court of the County of Fort Bend hereby will continue to endorse and authorize the Fort Bend County Juvenile Probation Department to make application to the Texas Criminal Justice Council for an Action Grant, and that the Commissioner's Court of the County of Fort Bend intends to support the operation of this Project with local resources at the succession of this project. The Commissioner's Court of Fort Bend County is also aware that if fourth year funding is requested, the application will require a 60% cash match.

ATTEST:

COMMISSIONER'S COURT, FORT BEND

COUNTY, TEXAS

COMMISSIONER PRECINCT

COMMISSIONER PRECIN

JUDGE,

FORT BEND COUNTY,

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TEXAS

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Office of the Governor



Criminal Justice Division

APPLICATION	N FOR GRANT
Applicant Agency or Institution: (Name, address)	2. Program No. Under Which Funding Expected:
Ft. Bend County Commissioners Court	78C03
Ft. Bend County Juvenile Probation County Courthouse, Rm. 207 Richmond, Texas 77469	3. Type of Application: , (check appropriate block) Original () Revision () Continuation (X)
•	If continuation give number of last grant.
4. Short Title of Project: (Do not exceed one typed line)	
Deinstitutionalization of Status Of	fenders
5. Project Director: (Name, title, address, telephone) Mike Humphreys Chief Juvenile Probation Officer Ft. Bend County Courthouse Richmond, Texas 77469 713-342-2772	6. Financial Officer: (Name, title, address, telephone) Joyce Thompkins Auditor Ft. Bend County Courthouse Richmond, Texas 77469 713-232-28
7. Period and Amount of Request:	8. State Application Identifier:
From 8	S.A.I. Number
Amount \$	Date Assigned/
9. Official Authorized to Sign Application: (Name, title, address, telephone) Jodie Stavinoha, County Judge Ft. Bend County Courthouse Richmond, Texas 77469 713-342-2896	10. Federal or State Support: Will other federal or state support be available for any part of this project: Yes No X If yes, identify and explain:
11. Legislative Budget Board Review and Comment (State Agencie This application was submitted to the Legislative Budget Board The comments are/are not attached.	s Only) I for review and comments on/
12. Attachments (check if included): (a) Clearinghouse review and comment Name of clearinghouse:	(c) Contracts (d) Letters of endorsement
(b) Local governing body resolution authorizing application X	(e) Other (describe)
13. Date:	14. Total Pages in Application:
15. Area Served: (a) State Planning Region:	16. CJD USE ONLY Grant Number Geographic Area:
(b) Counties: Fort Bend County	Date Received: Region:County(s)
	Program Area: City
Com CID I (otatem)	



APPLICATION FOR GRANT

•	i. I	Pre	ojec	t	T	itle	:

Period of Proposed Request:

From 8/1/79

Through $\frac{7/31/80}{}$

11.

PROPOSED PROJECT BUDGET

					1
Budget Category	CJD Support Federal and State	Grantee Cash Contribution	Cash Total	In-Kind Contribution	Total Project Budget
A. Personnel	11,222.36	11,000.00	22,222.36	3,979.00	26,019.36
B. Professional & Contract Services	7,000.00	-0-	7,000.00	-0-	7,000.00
C. Travel	2,120.00	-0-	2,120.00	-0-	2,120.00
D. Equipment	-0-	-0-	-0-	-0-	-0-
E. Construction	-0-	-0-	-0-	-0-	-0-
F. Supplies & Direct Operating Expense	-0-	-0-	-0-	-0-	-0-
G. Indirect Cost	835.00	-0-	835.00	-0-	835.00
H. Total	21,177.36	11,000.00	32,177.36	3,797.00	35,974.36

Organizations applying for a grant under the Crime Control Act should detail the total project cost above. However, only the CJD support and the grantee cash contribution must be accounted for. The in-kind contribution category is for information purposes only.

Those applying for funds through the Juvenile Delinquency Act must supply a 10 percent cash match except under exceptional circumstances when a 10 percent in-kind match can be substituted with prior LEAA approval. All cash and in-kind contribution must be accounted for.

For a complete explanation of the CJD continuation policy applicable to local projects, refer to Rules & Guideline No. 001.55.

NOTE: Initial funding by the CJD does not automatically qualify the project for continuation funding.

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Office of the Governor



Criminal Justice Division

APPLICATION FOR GRANT

EXPLANATION OF GRANTEE CONTRIBUTION

1. Nature

A. Personnel: (Cash Contribution) - 11,000.00 from 1980 County Budget for the Juvenile Probation Department. (In Kind Contribution) - 3795.00 County Personnel, Chief Juvenile Probation Officer - \$18,985.00. 20% of the Chief Probation Officer's salary will be donated to this grant.

2. Source

^

Cash contribution: County Budget In Kind Contribution:

20% of Chief Probation Officer time.

Office of the Governor



Criminal Justice Division

APPLICATION FOR GRANT

BUDGET NARRATIVE

Begin below and add as many continuation pages (4a, 4b, etc.) as may be needed to explain each item of the project budget. Limit this narrative to an explanation of the basis for arriving at the cost of each item including grantee contribution items.

PERSONNEL: 26,019.36

CJD - 11,222.36

ASSISTANT JUVENILE PROBATION OFFICER-11,222.36

ENTER HER MENT OF THE PROPERTY
Full Time Position - Officer will have four year degree in Social Sciences, 1 year experience working with juveniles. Job will require supervision and counseling of Status Offenders, and placement when necessary. 11,222.36 Total CJD

CASH CONTRIBUTION - 11,000.00

ASSISTANT JUVENILE PROBATION OFFICER - 2887.64

FICA 6.13% of base salary - 864.94

Retirement 7% of base salary - 987.70

Insurance, Full Coverage - 1296.00

TOTAL 6036.28

SECRETARY - 4677.02

Part-time position - 20 hrs. a week at 4.53 per hour

FICA 6.13% of base salary - 286.70

• TOTAL 4963.72

TOTAL CASH CONTRIBUTION - 11,000.00

IN KIND CONTRIBUTION - 3797.00

TOTAL PERSONNEL 26,019.36

PROFESSIONAL AND CONTRACT SERVICES:

CJD - 7,000.00

TEMPORARY SHELTER AND GROUP HOME PLACEMNT:

Occupancy 30 days a month at \$8.00 per day. Two placements per day.

Total Occupancy 365 day a year - 5840.00

Emergency Medical Treatment for children in temporary care - 560.00

Medication for children in temporary care - 400.00

External Project Evaluator - 4 day at \$50.00 a day. Includes \$25.00

a day services and actual expenses up to \$25.00 a day - 200.00 Form CJD-1

Total 7000.00

INDIRECT COST: CJD

Auditor and CJD SCHEDULE - 835.00

Page 5

Office of the Governor

Criminal Justice Division

APPLICATION FOR GRANT

PROJECT DESCRIPTION

Organize this section under the following headings: A. Background and Justification, B. Goals, C. Indicators of Goal Achievement, D. Project Plan, and E. Assessment.

Insert after this sheet as many additional pages (5a, 5b, 5c, etc.) as may be needed to complete the description.

A. Background and Justification

- l. Crime problem addressed)please identify and discuss briefly):
 Fort Bend County has limited resources available for testing and treatment of Status Offenders. A caseworker assigned primarily to status offenders will assist the Probation Department in diverting status offenders from detention and placing more serious status offenders in temporary shelters and group homes when necessary. By assigning a caseworker to work specifically with status offenders, the total number of status offenders referrals will be reduced by 5% because of reduced repeat offenders.
- 2. Criminal justice system problems and needs addressed under the Texas Family Code, the Juvenile Justice Stystem is mandated to provide services to children in need os supervision, thus expanding the Juvenile Probation Department's intake from approximately 600 to 900 referrals annaually for 1978, thereby causing a proportionate increase in caseload size in a service area. HGAC, 1977 Standards for programs in this region cites specific needs in Juvenile Corrections Appendiz A p. 5 of 107 #1, the need to: Divert area juveniles from the Criminal Justice System by providing shelter, counseling and recreation to aid in crisis situations.

B. Goals and Indicators

- l. Goals (a quantified achievement to be accomplished within a specified time period):
 - 1. Divert Status Offenders from the Juvenile Justice System by the use of a caseworker assigned strictly to Status Offenders:
 - 2. Maintain Status Offenders referrals over a 12 month period.
 - 3. Maintain the number of Status Offenders detained over 48 hours.
- 2. Indicators of goal achievement (quantified result (s) expected. An indicator identifed criteria against which project progress can be measured to determine whether goal is being achieved).
- C. Project Plan

This section should describe how the proposed project would be carried out. It includes two parts—(1) a narrative identifying project methodology, organization and coordination and (2) a tabular implementation schedule.

Form CJD-1

1. Methodology, Organization, and Coordination:

METHODOLOGY:

A co-ordinated effort between parents, schools and law enforcement will be used as a referral source to the Fort Bend County Juvenile Probation Department to work with Status Offenders. Placement in temporary shelters and long term group homes. Psychological testing will assist the Probation Department in placing Status Offenders. A caseworker will be assigned strictly to Status Offenders to provide assistance in placement and supervision if placed or returned home.

ORGANIZATION:

Project Director: The project director is Mike Humphreys, Chief Juvenile Probation Officer. Mr. Humphreys will direct the project and assist the Status Offender caseworker in working with Status Offenders. Mr. Humphreys will coordinate the efforts of the probation department in placement of status offenders.

Status Offender Caseworker:

2. Implementation Schedule: This section is a description of the various phases of project operation. Specify estimated dates of completion of each stage.

Status Offender Caseworker: The caseworker is Mary Phillips.
Mary Phillips will be assigned strictly to Status Offenders and will be concerned primarily in removing Status Offenders from detention as soon as possible. Mrs. Phillips will also be concerned with placing Status Offenders in temporary and long term placements whenever necessary. Mrs. Phillips will also be concerned with diverting Status Offenders from the Juvenile Justice System whenever possible.

Part-Time Secretary: The Part-time secretary is Emma Shorts. Mrs. Shorts will be responsible for general secretarial work and works primarily under the guidance of Mrs. Phillips.

Coordination:

The Deinstitutuinalization of Status Offenders project will assist the Juvenile Probation in the handling of Status Offenders referred to this department. The increased supervision by the Juvenile Probation Department will decrease Status Offender referrals which will assist the law enforcement agencies in the Fort Bend County Area.

Assessment:

The Fort Bend County Probation Department will provide service to all law enforcement agencies and the Juvenile Court in Fort Bend County. Agency administrators exhibit support as indicated by the attached letters.

A quarterly progress report will be submitted to the Criminal Justice Division. One means of analysis will be the use of the monthly reporting form of the Texas Judicial Council.

On the ninth month of the project, and outside evaluator, a Chief Probation Officer from another county will evaluate this project and forward by the tenth month to the Corrections Division of the CJD a copy of the report.

The Fort Bend County Juvenile Project Director will forward to the Corrections Division of the CJD a statistical report relative to referrals, detention, TYC placements and other outside placements.

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Project Director's Initial

. Ferm CID-1

INDICATORS OF GOAL ACHIEVEMENT

IMPLEMENTATION SCHEDULE

PROJECT START DATE

J. 65. 65. 1.

TITLE Deinstitutionalization of

GRANT NO. JA-77-103-5297

This chart should identify each step of the project from preparation of the project application to completion of grant period. Complete columns 1 and 2 with application and columns 3, 4, and 5 will be reported to CID quarterly.

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	APPLICATION		TASK	ation	Submit Application to Appro-	priate A-95 clearinghouse for review	Submit Application to CJD	Application presented to CJD Advisory Board	Project to Start	Implement Program	as outlined in Project Plan which includes:	Offenders Svstem		3. Provide placement when necessary			Project Director's Initial	Grant Manager's Review

Office of the Governor



Criminal Justice Division

APPLICATION FOR GRANT

Project Title:

The following standard grant conditions, (where applicable), must be certified and agreed to by the applicant in order to validate the application. Also, where a condition is applicable and requires additional information, such information should be included in or as an addition to the application. (Additional explanation of these grant conditions may be found in CJD publications.)

Standard Grant Conditions

- 1. Project initiation. Acceptance of the grant award must be returned to the CJD within 30 days after the date of the award. If an approved project has not commenced within 60 days after acceptance of the grant award, the grantee will report by letter the steps taken to initiate the project, reasons for the delay, and expected starting date. If 90 days after acceptance of the award the project is not operational, a further statement of implementation delay will be submitted by the grantee to the Criminal Justice Division. On receipt of the 90-day letter CJD may cancel the project and redistribute the funds to other project areas. CJD, where warranted by extenuating circumstances, may request approval from the LEAA regional office to extend the implementation date of the project past the 90-day period.
- 2. Project completion. With the exception of the final project report, final financial report, and liquidation of goods or services encumbered before the termination date, grants must be completed no later than the termination date set forth in the Statement of Grant Award or any approved extension thereof. Grantees should keep in mind the grant condition prohibiting the obligation of funds beyond such termination dates, the requirement for liquidation of obligations within 90 days after the termination date, and the requirement for the return of unobligated grant funds within such period.
- 3. Reports. The grantee shall submit, at such times and in such forms as may be prescribed, any reports that the Criminal Justice Division may require, including quarterly financial and progress reports and final financial and progress reports. The grantee's failure to submit required reports within the prescribed time constraits may result in unnecessary delays in the processing of request for funds.
- 4. Fiscal regulations. The fiscal administration of grants shall be subject to such rules, regulations, and policies concerning accounting and records, payments of funds, cost allowability, submission of financial reports, etc., as may be prescribed by CJD.
- 5. Utilization and payment of funds. Funds awarded may be expended only for purposes and activities covered by the grantee's approved project plan and budget. Payments will be made on the basis of periodic requests and estimates of fund needs submitted by the grantee. Payments will be adjusted to correct previous overpayments or underpayments.
- 6. Written approval of changes. Grantees must obtain prior written approval from CJD for major project changes. These include (a) changes of substance in project activities, design, or research plans set forth in the approved application; (b) changes in the project director or other key personnel identified in the approved application; (c) expenditure of project funds representing more than a 15 percent or \$2,500 variation, whichever is greater, between category of the total approved budget, including both CJD grant funds and grantee contribution; and (d) all additions to or deletions of approved equipment purchases. Any project changes in the grantee's prerogative to initiate are subject to cost allowability and budget guidelines that may be described in the CJD publications mentioned in the preamble to this section.

Form CJD-1

- 7. Maintenance of records. Financial records, supporting documents, statistical records, required reports, and all other records pertinent to the grant project or any component part thereof shall be retained for three years from the date of the grantee's submission of the final expenditure report, except that records for nonexpendable property acquired with federal grant funds shall be retained for three years after final disposition. The records shall be retained beyond the three-year period if audit findings have not been resolved. Provisions to this effect must be included in all contracts, subcontracts, or other arrangements for implementation of this project or any component thereof.
- 8. Inspection and audit. The State of Texas, the U.S. Department of Justice, and Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records pertinent to this grant project for the purpose of making audit, examination, excerpts, and transcripts. A provision to this effect shall be included in all contracts, subcontracts, or other arrangements for implementation of this project or any component thereof.
- 9. Termination of aid. A grant may be terminated or fund payments withheld by CJD if it finds a substantial failure to comply with the provisions of P.L. 90-351 as amended or regulations or guidelines promulgated thereunder, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in applicable CJD rules and guidelines.
- 10. Obligation of grant funds. Grant funds may not, without advance written approval by CJD, be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations must be related to goods or services provided and utilized for ultimate program purposes.
- 11. Title to property. Title to property acquired wholly or partly with grant project funds in accordance with approved budgets shall vest in the grantee, subject to divestment at the option of LEAA or CJD (to the extent federal funds contributed to the acquisition thereof) exercisable on notice within 180 days after the end of the grant period or termination of the grant. The grantee shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of grantor interest.
- 12. Use of property for criminal justice purposes. All property acquired with grant project funds or donated property representing a grantee contribution shall be committed to use for law enforcement purposes throughout its useful life.
- 13. Project income. All income earned by a grantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for. All project income must be applied to project purposes or as a reduction of total project cost.
- 14. Publications. Grantee may publish at its expense the results of grant activity without prior CJD review, provided that any publication (written, visual, or sound) includes acknowledgement of CJD grant support. The following disclaimer must be included in the acknowledgement:

The fact that the Criminal Justice Division provided financial support to the activity described in this publication does not necessarily indicate CJD concurrence in the statements or conclusions contained herein.

At least three copies of any such publication must be provided to CJD. CJD reserves the right to require additional copies before or after review of the original three. Publication with grant funds of copies beyond those required by CJD must be provided for in the approved application plan and budget. For large quantity publication, CJD may require advance submission of manuscript.

15. Copyrights. Where activities supported by this grant produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form), or other copyrightable material, the grantee may copyright such, but CJD reserves a royalty-fee, nonexclusive, and

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Form CJD-1

irrevocable license to produce, publish, and use such materials, and to authorize others to do so. Disposition of royalties will be determined by CJD. Provisions appropriate to effectuate the purposes of this condition must be in all employment contracts, consultants' agreements, and other contracts.

- 16. Patents. If any discovery of invention arises or is developed in the course of or as a result of work performed under this grant, by the grantee or contractor, the grantee shall refer the discovery or invention to CJD, which will determine whether or not patent protection will be sought; how any rights therein, including patent rights, will be disposed of and administered; and the need for other action required to protect the public interest in work supported with federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy. In the final narrative report the grantee shall identify any discovery or invention arising under or developed in the course of or as a result of work performed under this grant or shall certify that there are no such inventions or discoveries.
- 17. Allowable costs. The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in Federal Management Circular 74-4, "Principles for Determining Costs Applicable to Grants and Contracts with State and Local Governments," 74-7, "Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments," and Federal Management Circular 73-8, "Principles in Determining Costs Applicable to Research and Development Under Grants and Contracts with Educational Institutions."
- 18. Expenses not allowable. Grant funds may not be expended for (a) items not part of the approved budget or subsequently approved by CJD; (b) purchase of land and/or payment of real estate mortgages or taxes; (c) construction of buildings or implementation of improvements thereon unless specifically provided for in the grant agreement; (d) entertainment, amusements, or social activities, or incidental costs related thereto; and (e) purchase of automobiles or other automotive vehicles unless provided for in the grant agreement.
- 19. Proposal costs. Grant funds may not be committed or expended for costs of preparing proposals without prior CJD approval.
- 20. Third party participation. No contract or agreement not incorporated in the approved proposal or approved in advance by CJD may be entered into by the grantee for execution of project activities or provision of services to a grant project (other than purchase of supplies or standard commercial or maintenance services less than \$3,000). Any such arrangements shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project.
- 21. Release of information. Pursuant to Section 521, (a) through (d), of the Act, all records, reports, papers, and other documents kept by recipients of CJD funds, including grantees and their contractors, relating to the receipt and disposition of such funds are required to be made available to CJD and LEAA, under the terms and conditions of the Federal Freedom of Information Act.
- 22. Education support. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving CJD financial assistance with the exception of the qualifications set forth in Title IX, Section 901 (A) of Public Law 92-318 (86 Stat. 373). The applicant certifies that it will comply with the provisions of the National Environmental Policy Act of 1969, Pub. L. 91-190; the National Historic Preservation Act of 1966, Pub. L. 89-665; the Flood Disaster Protection Act of 1973, Pub. L. 93-234; the Clean Air Act, Pub. L. 88-206; the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500; the Safe Drinking Water Act, Pub. L. 93-523; the Endangered Species Act of 1973, Pub. L. 93-205; the Wild and Scenic Rivers Act, Pub. L. 90-542; the Fish and Wildlife

Form CJD-1

Coordination Act, Pub. L. 85-624; the Historical and Archeological Preservation Act, Pub. L. 93-291; the Coastal Zone Management Act of 1972, Pub. L. 92-583; the Hatch Political Activity Act, Pub. L. 93-443; the Animal Welfare Act of 1970, Pub. L. 91-579; the Impoundment Control Act of 1974, Pub. L. 93-344; the Rehabilitation Act of 1973, Pub. L. 93-112; the Intergovernmental Cooperation Act of 1968, Pub. L. 90-577; the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, Pub. L. 91-646; the Civil Rights Act of 1964, Pub. L. 88-352; the Joint Funding Simplification Act of 1974, Pub. L. 93-510; the Education Amendments of 1974, (Title IX), Pub. L. 93-318; Executive Orders Nos. 11246, 11375, 11507, 11738, 11752, and 11914; Office of Management and Budget Circulars Nos. A-87, A-95, and A-102; and all amendments and additions to those statutes, orders, and circulars.

To validate this application, the following special items must be certified and agreed to by the applicant:

Special Items

Nonsupplanting requirement. In compliance with the requirement that federal funds, made available under Part C, Title I, Public Law, 90-351, as amended, be used "not to supplant state or local funds," this is tocertify that the below described recipient of federal funds under Part C, Title I, Public Law 90-351, as amended, will use such funds to increase state or local funds that would, in the absence of such federal aid, be made available for law enforcement purposes. It is understood that the above certification by the financial officer will be required on the final report of expenditures and status of action grant funds.

Assurance of compliance with Civil Rights Act of 1964. No person shall, on the ground of race, religion, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, or denied employment in connection with, grants awarded pursuant to the Act, the Juvenile Justice Act (Pub. L. 93-415, as amended), or any project, program or activity or subgrant supported or substantially benefiting by this grant. The grantee must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued by the Department of Justice and the Law Enforcement Assistance Administration thereunder as a condition of award of Federal funds and continued grant support. The grantee further must comply with the Justice Department equal employment opportunity regulations in federally-assisted programs, to the end that discrimination in employment practices of State planning agencies, law enforcement agencies or offices administering, conducting or participating in any program or activity receiving Federal financial assistance, on the ground of race, religion, color, sex or national origin, is prohibited (28 C.F.R. 42.101, et Seq.). This grant condition shall not be interpreted to require the imposition in State plans or planning agency subgrant programs of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency. The United States reserves the right to seek judicial enforcement of this condition.

Applicant's agreement. It is understood and agreed by the applicant that any grant received as a result of this application shall be subject to the above standard conditions, special items, and other policies and rules issued by the Criminal Justice Division for administration of grant projects; all provisions under P.L. 90-351, as amended; and memoranda issued by CJD.

Mike Humphrey
Signature of project director

Certified by:

ignature of authorized official

Judge Jodie Stavinoha

Name of authorized official

County Judge

Title

Bend County

Agency

Form CJD-1

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

Mike Humphreys	, certify that:	
This agency employs fewer than 50 people, ther		artment
navenina (n. 1707). Navenina (n. 1707).	(criminal justice agency)	
is not required to file an equal opportunity pro et seq., Subpart E.	ogram in accordance with 28 CFR 42,301	
This agency employs 50 or more people and		
ustice Division, Office of the Governor for to	tal funds in excess of \$25,000, therefore, has formulated an equal employment	•
(criminal justice agency) pportunity program in accordance with 28 CF n file in the office of	FR 42.301 et seq., Subpart E and that it is	
(name,	address, title)	
or review or audit by an official of the Crimina r the Law Enforcement Assistance Administ egulations.		
		•
ROJECT TITLE <u>Deinstitutionalizat</u>	ion of Status Offenders	• 1
RANT NUMBER		•
7, - 14		•
blee & Marenolii,	mike Humphrup	· :
ficial Authorized to Sign Application	Project Director	40
5/1/79	4-27-79	10
ATE /	DATE	:
Na. Ali		
E: ALLOCATION OF REVENUE SHARING FUND COUNCIL ON ALCOHOLISM & DRUG ABUSE		ND REGIONAL
On Motion of Commissioner Johnn	ie Pustka, seconded by Commissioner	Tony Jebbia,
nd duly passed, the court authorized	to allocate \$1,250.00 of the Revenue	Sharing
lanned Use E.P.10 to the Entitlement	Period X for Fort Bend Regional Coun	cil on
lcoholism & Drug Abuse Inc.		4 .
		
E: ALLOCATION OF REVENUE SHARING FUND	TO YOUTH CONSERVATION CORPS:	•
On Motion of Commissioner John	nnie Pustka, seconded by Commissioner	Tony Jebbia
nd duly passed, the court authorized	to allocate \$1500.00 of the Revenue	Sharing
lanned Use E. P. 10 to the Youth Cons	servation Corps.	, , , , , , , , , , , , , , , , , , ,
· · · · · · · · · · · · · · · · · · ·		* •
RE: REPORT FROM GRANT COORDINATOR ON FOR THE YEAR 1980:	REVENUE SHARING ESTIMATE ALLOCATION	FOR EP 11
The Grant Coordinator reported	to the court that the Revenue Sharin	ng Estimate
Allocation for E.P.11 for the year 198	80 is \$587,710.00 for an increase of	\$37,515.00
over \$552,195.00 over E.P. 10.		•

RE: YOUTH CONSERVATION CORPS BUDGET REVISION OF REVENUE SHARING FUNDS:

The Fort Bend County Grant Coordinator gave the following Budget Revision of Revenue Sharing fund for the Youth Conservation Corps.

STAFF 8 WEEKS EQUALS 320 HOURS

STAFF PAY:

DICK HAYGOOD 320 HOURS x \$5.00 AN HOUR = \$ 1,600.00 WAGES \$ 1,600.00 x .613 FICA RATE = \$ 98.08 F.I.C.A. \$ 65.44 WORKMANS COMP. \$ 1,763.52

BRUCE GOSSETT & JEANIE LONGSERRE

640 HOURS X \$4.50 AN HOUR = \$ 2,880.00 WAGES \$ 2,880.00 X .613 FICA RATE = \$ 176.55 F.I.C.A. \$ 118.61 WORKMANS COMP. \$ 3,175.16

\$ 4,480.00 WAGES \$ 274.63 F.I.C.A. \$ 184.05 WORKMANS COMP. \$ 4,938.68

ENROLLEES 8 WEEKS EQUALS 240 HOURS

ENROLLEE PAY:

TOTAL STAFF PAY

TWO STUDENT LEADERS

480 HOURS X \$ 3.15 AN HOUR = \$ 1,512.00 WAGES

\$ 1,512.00 X .613 FICA RATE = \$ 92.68 F.I.C.A.

\$ 61.35 WORKMANS COMP.

\$ 1,666.03

20 ENROLLEES

4,800 HOURS X \$2.90 AN HOUR = \$13,920.00 X .613 FICA RATE =

\$13,920.00 WAGES \$ 854.00 FICA

\$ 570.00 WORKMANS COMP.

\$15,344.00

TOTAL ENROLLEE PAY

\$15,432.00 WAGES \$ 946.68 F. I. C. A. \$ 631.35 WORKMANS COMP.

\$17,010.03

TOTAL TRAVEL

\$ 899.29

TOTAL BUDGET

\$22,848.00 FEDERAL MONEY \$ 7,616.00 COUNTY MATCH

\$30,464.00

RE: REPORT FROM FORT BEND COUNTY GRANT COORDINATOR ON CONFERENCE HELD IN GALVESTON, TEXAS: - PERSONNEL CONFERENCE FOR COUNY OFFICIALS

401

Fort Bend County Grant Coordinator attended the Personnel Conference for County Officials held at the Flagship Hotel in Galveston. The following report was given:

ON APRIL THE 18TH AND 19TH THERE WAS A PERSONNEL CONFERENCE AT THE FLAGSHIP HOTEL IN GALVESTON. THE CONFERENCE WAS CO-SPONSORED BY GALVESTON COUNTY (JACK O'ROURKE, PERSONNEL DIRECTOR) AND HARRIS COUNTY (RICHARD HOLGIN, PERSONNEL DIRECTOR). THE THIRTY EIGHT TEXAS COUNTIES WITH A POPULATION OF 100,000 OR MORE WERE INVITED TO THE CONFERENCE. COUNTIES THERE WITH PERSONNEL DEPARTMENT WERE: BEXAR, JEFFERSON, NUECES, TARRANT, TRAVIS, GALVESTON AND HARRIS. THE COUNTIES WITH OUT A PERSONNEL DEPARTMENT WERE: ANGELINA, ECTOR, EL PASO, FORT BEND AND GRAYSON. THE ATTENDEES WERE COUNTY JUDGES, COMMISSIONERS COURTS, PERSONNEL DIRECTORS, COUNTY AUDITORS AND PROGRAM DIRECTORS.

AT THIS TIME THERE ARE 12 TO 18 COUNTIES WITH PERSONNEL DIRECTORS OR SOME PERSON DESIGNATED AS PERSONNEL OFFICER. MOST OF THESE COUNTY PERSONNEL DEPARTMENTS HAVE BEEN CREATED IN THE LAST FIVE YEARS. HARRIS COUNTY HAS BEEN IN OPERATION FOR TWO YEARS (FIRST EFFORT FAILED) AND GALVESTON COUNTY HAS BEEN IN OPERATION FOR ABOUT SIX MONTHS.

THE MAIN REASON FOR CREATING A PERSONNEL DEPARTMENT IS TO ATTRACT, RETAIN, AND MOTIVATE PERSONNEL. THE LARGE COUNTIES FELT LIKE THEY WERE BEING USED AS A TRAINING GROUND FOR THE INDUSTRIES AROUND THEM. THEY HAVE ALL BECOME COMPETITIVE IN THE WAGE MARKETS AROUND THEM. TO RETAIN COMPETENT PEOPLE MOST OF THE LARGE COUNTIES ARE SHADING THE WAGE SCALE AROUND THEM BY FIVE PER CENT.

ALL OF THE PERSONNEL MANAGERS AT THE CONFERENCE AGREED THAT TO MADE A PERSONNEL SYSTEM WORK YOU HAVE TO HAVE COMPLETE COOPERATION BY EVERY ONE IN THE SYSTEM. NOT ONLY DO YOU HAVE TO HAVE THE COOPERATION OF COMMISSIONERS COURT BUT YOU MAUST HAVE THE COOPERATION OF EACH ELECTED OR APPOINTED DEPARTMENT HEAD IN THE COUNTY TO MAKE THE SYSTEM GO. SEVERAL COUNTIES HAVE FAILED WITH THEIR SYSTEMS BECAUSE OF THIS LACK OF COOPERATION BY DEPARTMENT HEADS. WHEN THE SYSTEMS ARE WORKING WELL IT SAVES THE DEPARTMENT HEADS A LOT OF TIME AND TROUBLE BY FILLING JOB SLOTS WITH COMPETENT PEOPLE WHEN THE DAPARTMENT HEADS NEED THEM.

TO START THE SESSION EVERY ONE IN ATTENDANCE WAS INTRODUCED AND GAVE THE STATUS OF THEIR PERSONNEL SYSTEM AT THIS TIME. ABOUT HALF OF THE COUNTIES ARE JUST STARTING THEIR PROGRAMS AND THE OTHER HALF DISCUSSED SOME OF THE PROBLEMS THEY HAVE ENCOUNTERED.

JIM JOHNSON, PERSONNEL DIRECTOR, TRAVIS COUNTY GAVE A COMPLETE STEP BY STEP PICTURE OF HOW HE DEVELOPED TRAVIS COUNTIES PERSONNEL DEPARTMENT AND PROGRAM.

JACK O'ROURKE, GALVESTON COUNTY WENT OVER JOB CLASSIFICATION. FOR EVERY JOB A JOB DESCRIPTION IS DEVELOPED. WHEN HE IS GIVEN THE JOB DESCRIPTION EACH WORKER KNOWS WHAT IS EXPECTED OF HIM. TO DEVELOP JOB DESCRIPTIONS MR. O'ROURKE ASKED EVERY DEPARTMENT HEADS WHAT EVERY PERSON WHO WORKED FOR THE DEPARTMENT HEAD JOBS WERE. HE THEN ASKED EVERY EMPLOYEE WHAT HIS JOB WAS, THEN HE SPENT TIME WITH EACH EMPLOYEE TO OBSERVE WHAT THE EMPLOYEE DID. AFTER CONSIDERABLE TIME WAS SPENT FOR EACH JOB IN THE COUNTY MR. O'ROURKE DEVELOPED JOB DESCRIPTIONS FOR EVERY JOB IN THE COUNTY (1,500 JOB DESCRIPTIONS). JOB DESCRIPTIONS SHOULD BE AS SHORT AND CONCISE AS POSSIBLE AND YET COVER ALL THE RESPONSIBILITIES OF THE JOB.

PROFESSOR WILLIAM K. SILBER, UNIVERSITY OF HOUSTON COVERED SALARY AND WAGE ADMINISTRATION. TO KNOW WHERE THE COUNTIES STAND IN RELATION TO THE PRIVATE SECTORS OF BUSINESS AROUND THEM WAGE SCALES HAVE TO BE COMPILED. THE COUNTIES THAT HAVE DONE THIS HAVE SENT INQUIRES TO THE BUSINESSES IN THEIR COUNTY. EXAMPLE: ASKING HOW MUCH TO PAY CLERK TYPIST?. WHEN ALL THE QUESTIONAIRS ARE RETURNED EACH CLERK TYPIST IS PLACED IN A SALARY RANGE. ALL THOSE MAKING \$500.00 TO \$525.00 ARE PUT IN RANGE ONE, THOSE MAKING \$526.00 TO \$550.00 ARE PUT IN RANGE TWO, THOSE MAKING \$575.00 ARE PUT IN RANGE THREE, THOSE MAKING \$576.00 TO \$600 CO ARE PUT IN RANGE FOUR AND ECT. THE RANGE THAT HAS THE GREATEST NUMBER IN IT IS USED AS THE AVERAGE WAGE.

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A SECOND WAY IS TO AVERAGE ALL THE WAGES. ALL THE SALARIES ARE ADDED TOGETHER AND DIVIDED BY THE TOTAL NUMBER OF CLERK TYPIST TO GIVE YOU THE AVERAGE SALARY. YOU MAY CHOOSE TO THROW OUT THE VERY HIGH AND VERY LOW SALARIES IN YOUR STUDY. AT TIMES THEY DESTORT THE AVERAGE. YOU DO THIS WAGE SCALE FOR EVERY JOB IN YOUR ORGINAZITATION. ALSO BUILT INTO THE TABLE SLIGHT INCREMENTS IN SALARY FOR LENGTH OF SERVICE NOW YOU LOOK AT EACH OF YOUR CLERK TYPIST IN RELATION-FOR THE EMPLOYEES. IF THEY FALL BELOW THE AVERAGE IT IS SAID THAT THEY SHIP TO THE TABLE. ARE GREEN LINED AND SHOULD BE GIVEN A RAISE. IF THEY ARE ABOVE THE AVERAGE IT IS SAID THEY ARE RED LINED AND SHOULD BE LEFT AT THAT LEVEL UNTIL THE OTHER WORKERS CATCH UP WITH THEM. TO MAINTAIN MORAL YOU HAVE TO BE FAIR WITH ALL EMPLOYEES IN SETTING UP A NEW SYSTEM. THE TIME TO START USING YOUR WAGE SCALES IS AT BUDGET TIME. THIS SCALE MUST BE UPDATED EVERY YEAR TO KEEP YOU IN STEP WITH THE CHANGING WAGE MARKET BY PRIVATE ENTERPRISE AROUND YOU.

RICHARD HOLIG, HARRIS COUNTY WENT OVER RECRUITING AND EQUAL EMPLOYMENT OPPORTUNITY. HARRIS COUNTY RECRUITS ON TELEVISION, RADIO AND NEWSPAPERS. HE SAID THAT AT FIRST THEY USED SMALL ADDS IN THE SUNDAY PAPERS AND GOT NO RESULTS AT ALL. NOW THEY USE LARGE ADDS IN THE SUNDAY PAPERS AND ON MAONDAYS THEY ARE SWAMPED WITH PEOPLE APPLYING FOR THE JOBS. HE WENT OVER HARRIS COUNTIES PROBLEMS WITH JOB DESCRIMINATION SUITS AND HIS PROBLEMS WITH THE E.E.O. OFFICE.

E.L. "JACK" EMBREY, FORMER DIRECTOR, LABOR RELATIONS, FAA, WASHINGTON, D.C. WENT OVER LABOR RELATIONS. SOME OF THE LARGE COUNTIES HAVE CIVIL SERVICE BUILT INTO THEIR PERSONNEL SYSTEMS AND THIS IS WHAT HE COVERED.

THE COMMISSIONERS COURT FROM EL PASO WAS AT THE CONFERENCE AND THEY ARE GOING TO SET UP A PERSONNEL DEPARTMENT. THEY ARE AT THE STARTING POINT AND THEY ASKED MANY QUESTIONS ABOUT HOW TO START THEIR SYSTEM. THEY WERE TOLD TO GO OUT AND HIRE SOME ONE WITH THREE TO FIVE YEARS EXPERIENCE \$25,000.00 TO \$35,000.00 SALARY AND TO SUPPORT THIS PERSON FULLY IN HIS EFFORTS TO ESTABLISH A PERSONNEL DEPARTMENT AND THEY WOULD BE SUCCESSFUL.

RICHARD HOLGIN, HARRIS COUNTY WANT TO HAVE ANOTHER MEETING IN THREE OR FOUR MONTH WITH THE COMMISSIONERS COURTS AND THE PERSONNEL PEOPLE BOTH IN ATTENDANCE. IF HE HAS THIS CONFERENCE I URGE OUR COMMISSIONERS COURT TO ATTEND. IF IT IS ANY THING LIKE THE LAST CONFERENCE IT WILL BE WELL WORTH YOUR TIME.

RE: MR. DAN HALL, TEXAS BRINE CORP. re: APPLICATION FOR PERMIT TO ESTABLISH PIPELINE CROSSING IN THE BLUE RIDGE AREA:

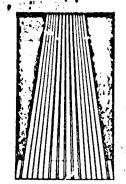
On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered that the application for permit to establish pipeline crossings in the Blue Ridge Area be postponed for further study.

RE: HOMECRAFT LAND DEVELOPMENT COMPANY - REQUEST FOR THREE EASEMENTS IN THE PROPOSED MISSION WEST SUBDIVISION:

The Court was advised that the request for three easements in the proposed Mission West Subdivision was not ready for approval.

RE: APPROVE MAINTENANCE AGREEMENT WITH HOUSTON LIGHTING AND POWER COMPANY FOR MAINTENANCE OF SMITHERS LAKE ROAD IN PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee court Schmidt, and duly passed, the/authorized the approval of the maintenance agreement with Houston Lighting & Power Company for Maintenance of Smithers Lake Road in Precinct #1, authorizing the County Judge to sign same. Agreements of maintenance as per letter attached.



Houston Lighting & Power Company

Electric Tower P.O. Box 1700 Houston, Texas 77001 RECEIVED SEP 2 8 1978

September 26, 1978 RE: Smithers Lake Road

The Honorable Johnnie Pustka Commissioner, Pct. #1 Fort Bend County P. O. Box 148 Richmond, Texas 77469

Dear Commissioner Pustka:

Houston Lighting & Power Company has, by separate letter to you of even date, proposed to participate with Fort Bend County in the cost of blacktopping 5.1 miles of Smithers Lake Road between FM 762 and Y. U. Jones Road adjacent to our W. A. Parish Electric Generating Plant. In conjunction with such improvements being completed as outlined therein, this letter is to advise you that HL&P Company proposes to participate in the subsequent maintenance costs of the road as may be required during the remainder of our construction period which is estimated to extend until the end of July, 1983. Such participation is based on excess use of the road as occasioned by our Power Plant construction program.

HL&P Company proposes to pay the sum of \$1,000.00 per month into a specific Fort Bend County account to be established and used for Smithers Lake Road maintenance. Such payments are to commence the first day of the month following the completion of blacktopping of the entire 5.1 miles of roadway as mutually agreed between Fort Bend County and the Light Company. Payments will continue through July 1, 1983 or until our Power Plant construction program is completed, which ever occurs first. In the event our Power Plant construction is not complete by July 1, 1983, it is our intent to extend this agreement on a month to month basis until the heavy truck usage of Smithers Lake Road associated with the Light Company's Power Plant construction program is completed. Any funds remaining in the Smithers Lake Road account after the term of this agreement expires will continue to be used by the County for the maintenance of Smithers Lake Road until the funds are exhausted.

The County agrees to be responsible for all Smithers Lake Road maintenance, both labor and materials, during and after the term of this agreement.

We very much appreciate the manner in which you and Fort Bend County have worked with HL&P Company in this and other matters. Please indicate Fort Bend County's acceptance of this proposal by returning to us an executed copy of this agreement.

Please do not hesitate to let us know if you have any questions on this matter.

Yours very truly,

Ray G. Sivley, Manager

Land & Right of Way Department

RGS: imc

ACCEPTED AND AGREED BY MOTION OF COUNTY COMMISSIONERS COURT this

County Of Fort Bend

RE: APPROVE FEE FOR FINANCIAL ADVISORY SERVICES SUBMITTED BY UNDERWOOD, NEUHAUS LIMITED TAX JAIL BUILDING BONDS: & COMPANY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the payment of \$17,805.70 to Underwood, Neuhaus & Company for financial advisory services rendered in connection with the issuance and sale of \$3,500,00 Fort Bend County, Texas, Limited Tax Jail Building Bonds, Series 1979 for services that have already been performed. This being approved according to the contract off record. Bill as follows:

Fee for financial advisory services rendered in connection with the issuance and sale of \$3,500,000 Fort Bend County, Texas, Limited Tax Jail Building Bonds, Series 1979.

\$15,848.20

Reimbursable expenses paid by

financial advisor:

New York rating trip (Mr. J. Stavinoha, Mr. S. Kucherka, Ms. J. Thompkins, and Mr. F.

Ildebrando)

\$1,096.00 Airfare 359.33 Lodgings 310.17 Meals, etc. 192.00 Taxis, parking 🦠

1,957.50

Total Amount Due

\$17,805.70

Very truly yours, UNDERWOOD, NEUHAUS & CO., INC.

Frank J. Ildebrando

B550

APPOINTMENT OF DIRECTOR TO FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #2:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court approved the appointment of Bob C. Dare, as director of the Fort Bend County Levee Improvement District #2 to replace Hugh L. Rouse, who resigned as of April 16, 1979. Letter of resignation as follows:

122 Camellia St.
Sugar Land, Texas 77478
February 15, 1979

Fort Bend County Judge and Commissioners Court Fort Bend County Courthouse Richmond, Texas 77469

JES

Dear Sirs,

Please accept my resignation effective March 15, 1979 as a member of the Fort Bend County Levee Improvement District 2. It has been a pleasure to serve on the Board of Directors of this District since it was formed. If I can be of any service to Fort Bend County again, please do not hesitate to call upon me.

Yours, truly

Hugh L. Rouse

494-3612

8

cc: Robert R. Randolph

HLR:fr

16

AUTHORIZE TO ADVERTISE FOR BIDS FOR ONE OR MORE PICK-UP TRUCKS FOR THE FORT BEND COUNTY DRAINAGE DISTRICT AND ADVERTISE FOR BIDS FOR ONE FRONT END LOADER WITH OR WITHOUT TRADE-IN FOR THE FORT BEND COUNTY DRAINAGE DISTRICT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to advertise for bids for one or more pick-up trucks and one Front End Loader, with or without trade-in for the Fort Bend County Drainage District.

RE: APPLICATION FOR AND PERMIT GRANTING TELEPLONE CABLE CROSSING TO FORT BEND TELEPHONE COMPANY ON BLAZE ROAD NEAR BEASLEY, TEXAS IN PRECINCT #2:

On Motion of Commissioner W. L. Schmidt, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for and permit granting telephone cable crossing to Fort Bend Telephone Company on Blaze Road near Beasley, Texas in Precinct #2, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW FORT BEND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County of its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioner's and its Engineer in the construction and installation, and to notify the County Commissioner in the Precincts, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still available for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

A Bond is required to be in force during the construction period and for one year thereafter to assure that the area is returned to and remains in its previously existing condition.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate orginals this 25th day of April 19 79

Ft. Bend Telephone Company

O.K. Oven, Plant Engineer

Bv:

Attest: Secretary

PERMIT

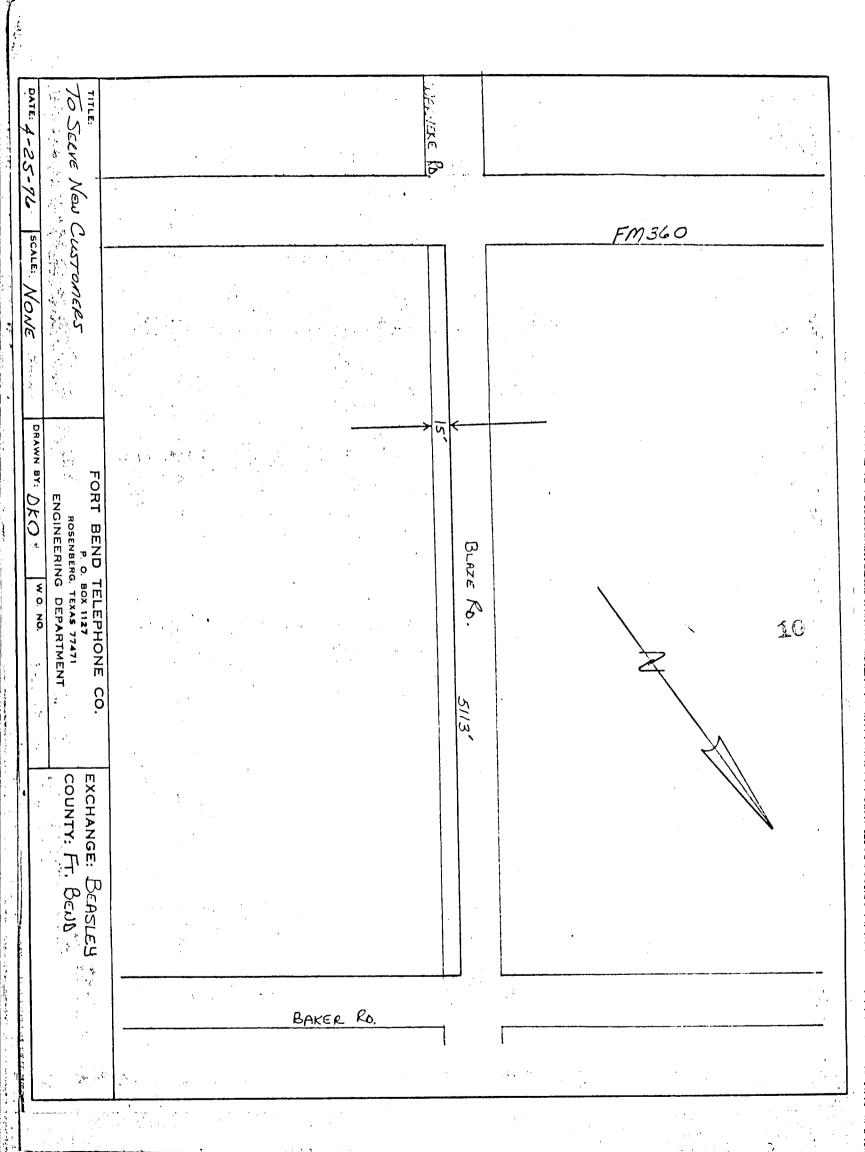
IN THE COMMISSIONER'S COURT ----FORT BEND COUNTY, TEXAS day of May on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS.

By: Jalie Hawinfly

THE RESERVE OF THE PROPERTY OF

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RE: DESIGNATION OF #1 PRIORITY OFF-FEDERAL AID SYSTEM BRIDGE FOR REPLACEMENT OR REHABILITATION PER STATE HIGHWAY DEPARTMENT REQUEST:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court designated the #1 priority off-Federal aid System bridge for replacement or rehabilitation per State Highway Department request that Hartlage Road Bridge between Precinct #1 & #2 and Dulles Avenue Bridge in Prect. #3 be designated as equal priority. Letter from State Highway Department as follows:

COMMISSION
REAGAN HOUSTON, CHAIRMAN
DEWITT C. GREER
CHARLES E. SIMONS

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

P. O. Box 1386 Houston, Texas 77001 March 28, 1979 ENGINEER DIRECTOR

Bridge Replacement and Rehabilitation Program

Hon. Jodie Stavinoha County Judge, Ft. Bend County P. O. Box 368 Richmond, Texas 77469

Dear Sir:

Under Section 124 of the Surface Assistance Act of 1978, it is anticipated that an initial program in the approximate amount of \$6 Million will be apportioned to the State for highway bridge replacement and rehabilitation. Of this amount, Section 124 requires 15 to 35 percent be expended for projects to replace or rehabilitate highway bridges located on public roads other than those on a Federal Aid System.

We plan to implement this requirement by initially developing a program consisting of a list of high priority Off-Federal Aid System structures needing replacement or rehabilitation. The purpose of this letter is to request the designation of the number one priority bridge in each County over 20-foot span length measured from the face of abutments or a multiple barreled box culvert of over 20-foot length measured between the inside of end walls along the centerline of the roadbed.

For proper identification, please show the location of the structure on a portion of a City or County map giving the city street or county road name or number and stream name and approximate distance in miles from a well-known intersection. These bridges will be inspected and appraised by the State.

Funding for this program will be based on 80% Federal funds and 20% County or City funds for preliminary engineering and construction costs for bridges located off the State Highway System. The State will provide the 20% for projects on the State System. This is not a commitment that your bridge will be selected for replacement or rehabilitation.

Section 124 also requires that an inventory, inspection and appraisal be completed of all highway bridges on public roads other than those on any Federal Aid System at a later date. Information on this requirement will be disseminated immediately upon finalization.

We would appreciate your reply giving us your number one priority Off-Federal System bridge for replacement or rehabilitation by May 1, 1979. If you do not have one, we would also appreciate a reply so stating.

Very truly yours,

Omer F. Poorman District Engineer District No. 12

FYW:vh

RE: APPROVAL OF PAYMENT OF BILLS TO CHRISTOPHER DISTEFANO & ASSOCIATES, INC. ARCHITECT AND P. G. BELL COMPANY, CONTRACTOR FOR THE FORT BEND COUNTY COURTHOUSE ANNEX:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the payment of \$1,224.68 to Christopher DiStefano & Associates, Inc., Architect and \$87,477.30 to P. G. Bell Co., Contractor for the Fort Bend County Courthouse Annex. To be paid for out of the Allocated Revenue Sharing Planned Use E.P. 10, for the Architect and Contractor. Bills recorded as follows:

-21-

						P. O. B	ND COUNTY ox 368 d, Texas		·			*		
	· . · . · .	•	FROM:			1800 St	PHER DI : . James, . Texas	STEFANO Suite : 77056	& ASSOCI 501	ATES	, INC	3.		
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COUNTY JUDGE AND COMMISSIONERS

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RE: PRESENTATION OF PLANS AND SPECIFICATIONS BY CHRISTOPHER DISTEFANO & ASSOCIATES, INC. ON FORT BEND COUNTY JAIL AND THE OPENING OF BIDS FOR THE DETENTION EQUIPMENT AND GENERAL CONTRACTOR:

Christopher DiStefano & Associates, Inc. made a presentation of plans and specifications on the new Fort Bend County Jail. After discussion with the court, the Plans were accepted by the court for bidding.

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized that the bids for the detention equipment be opened on Wednesday May 20, 1979 at 1:30 o'clock P.M. and the bids on the General Contractor will be opened on Wednesday June 6, 1979 at 1:30 o'clock P.M.

There being no further business the court recessed at 11:40 o'clock P.M. until 1:30 o'clock P.M.

The court re-convened on May 7, 1979 at 1:30 o'clock P.M., when the following were had.

RE: MR. RONNIE WOODS, SOUTHWESTERN BELL TELEPHONE COMPANY AND MR. J. F. CALLENDER, FORT BEND TELEPHONE COMPANY - PRESENTATION OF PROPOSED PBX TELEPHONE SYSTEM FOR COURTHOUSE AND ANNEX BUILDING:

Mr. Ronnie Woods with Southwestern Bell Telephone Company made the following proposal to the Commissioners, concerning the proposed PBX Telephone System.

Dimension Switching System-Needville Access Line-Enterprise Service for Kendleton, Tavener, Orchard-

DIMENSION SWITCHING SYSTEM:

This is the ultimate system on the market today. Equipped with 100 stations at cutover, and room to expand to 130 without the addition of more equipment, this system will bring county operations into a united effort rather than many single departments. The attendant needs to answer only INCOMING calls. All other calls may be dialed by the station users individually. Long Distance can be controlled by restricting certain stations from dialing 1, or 0. Among the many standard features of this system are:

- Call Transfer Individual
- Call Forwarding
- Call Pickup
- Three Way Calling
- Conference Calling
- Touch-Tone

NEEDVILLE ACCESS LINE:

Included with the 342 main number, will be a Needville Trunk line. This will allow toll-free calling, both in and out, of Needville, to the Courthouse. By utilyzing an access code it will be possible for all county agencies to access this line for outward service.

ENTERPRISE SERVICE FOR: KENDLETON - TAVENER - ORCHARD:

Presently, county long distance charges do not justify the addition of trunk lines to these cities, however, by placing Enterprise listings in the appropriate directories, these constituents may call the courthouse at no charge to themselves. This is automatic "CaIl Collect." These long distance charges to the county, will be monitored closely, and at such a time as is justified, a trunk line can be added to your system to accomodate these constitutents.

TWO - TIER PRICING:

In order to be more competitive, we are now offering a new concept in pricing Plan I, with the two-tier contract pricing options, or - Plan II, which is similar to our traditional pricing arrangements. The Plan I structure separates the monthly charges into two parts - fixed rates and variable rates. The fixed rates include primarily capital - related items while the variable rates include primarily expense-related items. You, the customer, will select a contract period during which your monthly bill will be a total of the fixed and variable rates. At the expiration

of the contract period, the fixed rates will cease and you will be billed the variable rates only, for as long as you have the service.

The fixed rates are "locked-in." not subject to rate increase during the contract period. The variable rates in Plan I and the monthly rates under Plan II are susceptible to rate increases. These rate structures apply to the (SYSTEM) equipment only; your central office lines, stations, and key telephone equipment are billed at the regular tariff rates, with additions to the system treated as new service requests.

DIMENSION 400 - 18 Touch-Tone Trunks - 100 Stations

	•					
	•	•				
		·	. •			
Plan 1	1 Mo.	3 Yrs.	5 Yrs.	7 Yrs.	10 Yrs.	
17-342 Trunks	1150.90	1150.90	1150.90	1150.90	1150.90	
l-Needville Trunk	90.00	90.00	90.00	90.00	90.00	
100 Stations	2 00 . 00	200.00	200.00	200.00	200.00	
Misc. Equip.	50.00	50.00	50.00	50.00	50.00	
Dimension Equipment Fixed * Variable	42250.00	1391.00	906.65 398.30	701,25 398.30	542.05 398.30	
Sub-Total	44139.20	3280.20	2795.85	2590.45	2431.25	
One Time Installati	on Charge	- \$7295.25				
Installation Spread *	3835.25	126.18	82.07	63.67	49.86	
	47974.45	3406.38	2877.92	2654.12	2481.11	. • .
One Time Installati	on Charge	- \$3460.00				

^{*} Fixed rates and Installation Charges are eliminated at end of contract period leaving Monthly billingsof \$1889.20.

Plan II - Non-Contract

17-342 Trunks	1150.90			
1-Needville Trunk	90.00			
100 Stations	200.00			
Misc. Equipment	50.00			
Dimension Equipment	1103.55			
TOTAL MONTHLY	\$2594.45			

One Time Installation Charge - \$8331.25

The Court will study this system with no action taken at this time.

There being no further business, the court adjourned at 3:00 o'clock P.M.

ATTEST: COUNTY CLERK

Jode Z. Stuvinska COUNTY DODGE

REGULAR SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 14th day of May, 1979, the Commissioners'.

Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the minutes of Special Session of May 7, 1979.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts;

RE: OPEN BIDS FOR BLEACHERS FOR BUILDING E. AT THE FORT BEND COUNTY FAIRGROUNDS:

The Court opened bids for bleachers for Building E. at the Fort Bend

County Fairgrounds. The court postponed decision on accepting bids until further

study and to consult with the Fair Board manager on same.

RE: APPROVE PLAT OF QUAIL RUN SECTION III.:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the plat of Quail Run Section III, being a subdivision of 10.1896 acres out of the Heirs of Edward Drew Survey, A-163 and the Hicks Shropshire Survey, A-313 Fort Bend County, Texas.

5 RE: REVIEW AND ACCEPT REPORTS SUBMITTED BY FEE OFFICERS:

The Court reviewed and accepted the following reports submitted by the fee officers.

FEE OFFICER'S REPORTS COMMISSIONER'S COURT

April 1979

	r			•		• , , •	
	COUNTY JUDGE .	• • •			\$	316,00	-
•	COUNTY CLERK (FEES: \$34,583.65)(L/	AW LI	BRARY:\$	71.00.0)	\$ 34	.654.65	-
	TAX ASSESSOR COLLECTOR Partial Jan. 70,5	01.08	& Feb.	16,361.8	\$ 86	.862.92	
	DISTRICT CLERK (FEES:\$ 7,194.50)(LA	AW LI	BRARY:\$	605.00)	\$7	,799,50	-
	DISTRICT ATTORNEY				\$ 2	2,033.10	-
	CHILD SUPPORT				\$	420.00	-
	ADULT PROBATION (ALL FEES PAID TO D	ISTRI	CT OFFIC	E)	\$ 5	5,046.00	<u>.</u>
	JUSTICE OF THE PEACE PRECINCT # ONE	\$ 17,	863.50	•	•		1
	CIVIL AND SMALL CLAIMS (\$	80.00). 42.7	\$ 17	7,943.50	
•	JUSTICE OF THE PEACE PRECINCT # TWO	\$ 7,	831.00	.)			
	CIVIL AND SMALL CLAIMS (\$	183.00)	\$ {	3.014.00	_
	JUSTICE OF THE PEACE PRECINCT # THREE (\$ 6,	748.50	.)			
	CIVIL AND SMALL CLAIMS (\$	207.00)	\$ (5,955.50	_
	JUSTICE OF THE PEACE PRECINCT # FOUR (\$ 2,	977.00)		4	0
	CIVIL AND SMALL CLAIMS (\$	NONE)	\$ 2	2,977.00	-
	CONSTABLE PRECINCT # ONE	• •			\$	355.00	_
	CONSTABLE PRECINCT # TWO	•			\$	196.00	
	CONSTABLE PRECINCT # THREE		<u>-</u> .		\$	380.00	
	CONSTABLE PRECINCT # FOUR				\$	100.00	
	SHERIFF	÷			\$ {	3,724.34	-
	HI ALTH AND SANITATION				\$	106.30	-
	AMBULANCE	•			\$!	5,053.80	_ ·
	ANIMAL CONTROL No report received				\$	NONE	_
	SANITARY LANDFILL No report received				\$	NONE	- .

GRAND TOTAL:

RE: HOMECRAFT LAND DEVELOPMENT COMPANY - REQUEST FOR APPROVAL OF EASEMENT IN MISSION WEST SUBDIVISION:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the easements as requested for Mission West Subdivision, were approved as follows:

90464 5.00

ROAD RIGHT-OF-WAY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FURT BEND

THAT, George S. Gayle (hereinafter known as Grantor), does hereby grant and dedicate to the Public a perpetual easement and right-of-way for the purpose of providing a public road, such easement and right-of-way being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes. Such easement, as granted, will be subject to the drainage easement it crosses and will not impede the drainage flow contained therein.

TO HAVE AND TO HOLD the above described easement and rightof-way, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Public, forever.

EXECUTED this the // day of May, 1979.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared George S. Gayle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the // day May , 1979

Public, Harris County
TEXAS

My commission expires:

10

APPROVED by the Commissioners' Court of Fort Bend County, Texas, this 14th day of man 1979

Johnnie Pustka

Commissioner, Precinct 1

.Commissioner, Precinct 2

Jodo E. Sturewhy Jodie Stavinolla

County Judge

Jebbia

Commissioner, Precinct 3

Commissioner, Precinct 4

Exhibit "A"

JUU #8117

FIELD NOTE DESCRIPTION
Mission West Sec - 1
Proposed Sinaloa Drive (60' ROW) across west
part of 100 Foot Drainage Easement
3001 Square Feet
Texas Trunk Railroad Survey, A-422
Fort Bend County, Texas

FIELD NOTE DESCRIPTION to 3001 square feet of land, more or less, situated in the Texas Trunk Railroad Survey, A-422, Fort Bend County, Texas, said 3001 square feet being more particularly described by retes and bounds as follows:

COMMENCING for reference at the southwest corner of Lot 20, Block 6, in Mission Bend South; Section Four Subdivision according to the map thereof recorded in Volume 22, Page 22, of the Fort Bend County Map Records, said point also being 0: the northerly right-of-way line of Sinaloa Drive (60' ROW);

THENCE, S 890 41' 04" W, a distance of 49.99 feet to the POINT OF BEGINNING and northeast corner of the tract herein described;

THENCE, S 00° 14' 11" W, a distance of 60.00 feet to a point for the southeast corner of the tract herein described, same being on the arc of a curve to the right;

THENCE, in a westerly direction along the arc of said curve to the right having a radius of 1030.00 feet and subtending a central angle of 02 46' 55" a length of 50.01 feet and having a chord of N 88 54' 31" W, 50.01 feet to a point for the southwest corner of the tract herein described;

THENCE, N 00^{0} 14' 11" E, a distance of 60.06 feet to a point for the northwest corner of the tract herein described, same being on the arc of a curve to the left.

THENCE, in an easterly direction along the arc of said curve to the left naving a radius of 970.00 feet and subtending a central angle of 02° 56' 13" a length of 49.72 feet and having a chord of S 88° 50' 49" E, 49.72 feet to the point of tangency of said curve;

THENCE, N 89° 41' 04" E, a distance of 0.29 feet to the POINT OF BEGINNING and containing 3001 square feet of land, more or less.

Gary L. Condron

FILED FOR RECORD AT 10:15 O'CLOCK P M.

MAY 14 1979

Tearl Eller. County Clark, Fort Bond Co., T.

10

ROAD RIGHT-OF-WAY

THE STATE OF TEXAS

Υ

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT, Homecraft Land Development, Inc. (hereinafter known as Grantor), does hereby grant and dedicate to the Public a perpetual easement and right-of-way for the purpose of providing a public road, such easement and right-of-way being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes. Such easement, as granted, will be subject to the drainage easement it crosses and will not impede the drainage flow contained therein.

TO HAVE AND TO HOLD the above described easement and right-of-way, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Public, forever.

EXECUTED this the // day of May, 1979.

GRANTOR

By: Lam MM

Title: Vide President

THE STATE OF TEXAS I

COUNTY OF FORT BEND I

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared Harry McMann, Vice President of Homecraft Land Development, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the // day of May , 1979

Notary Public, Harris County
TEXAS

My commission expires 7/7/

APPROVED by the Commissioners' Court of Fort Bend County, Texas, this /// day of /// , 1979

Johnnie Pustka

Commissioner, Precinct 1

Wile Schmidt

W. Lee Schmidt_

Commissioner, Precinct 2

Jodi Stavinolla County Judge

Tony Jebbia

Commissioner, Precinct 3

Cal Mikeliery

Ed Helwig

Commissioner,/Precint 4

Exhibit "A"

FIELD NOTE DESCRIPTION
Mission West Sec - 1
Part of 160 oot Drainage Easement
3000 Square Feet
Texas Trunk Railroad Survey, A-422
Fort Bend County, Texas

JOB #8117 January 18, 1975

10

FIELD NOTE DESCRIPTION to 3000 square feet of land, more or less, situated in the Texas Trunk Railroad Survey, A-422, Fort Bend County, Texas, said 3000 square feet being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Lot 20, Block 6, Mission Bend South Section Four according to the map thereof recorded in volume 22, Page 22 of the Fort Bend County Map Records, said point also being on the northerly right-of-way line of Sinaloa Drive (60' ROW), and the northeast corner of the tract herein described;

THENCE, S 00⁰ 12' 34" W, along the westerly boundary line of said Mission Bend South Section Four a distance of 60.00 feet to a point for corner on the southerly right-of-way line of Sinaloa Drive for the southeast corner of the tract herein described;

THENCE, S 89° 41' 04" W, a distance of 49.73 feet to the point of curvature of a curve to the right;

THENCE, in a westerly direction along the arc of said curve to the right daying a radius of 1030.00 feet and subtending a central angle of 00 00 38 a distance of 0.29 feet to a point for the southwest corner of the tract herein described;

THENCE, N OCO 14' 11" E, a distance of 60.00 feet to a point for the northest corner of the tract herein described;

THENCE, N 53° 41' 04" E, a distance of 49.99 feet to the POINT O: BEGINNING an containing 3000 square feet of land, more or less.

Gary L. Condron

FILED FOR RECORD

MAY 14 1979

Fearl Ellett
County Clark, Fort Bend Co., Tox.

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UTILITY EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND S

THAT FORT BEND COUNTY, hereinafter known as Grantor, a political subdivision of the State of Texas, for and in consideration of the sum of TEN DOLLARS cash to Grantor in hand paid by Fort Bend County Municipal Utility District No. 30, the receipt and sufficiency of which is hereby acknowledged, has Granted, Sold and Conveyed and by these presents does Grant, Sell and Convey unto the said Fort Bend County Municipal Utility District No. 30, a Body Politic and Corporate, hereinafter known as the District, its successors and assigns, an easement and right-of-way for an underground sanitary sewer line, such easement and right-of-way being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described utility easement and right-of-way, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress and regress, unto said District, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The District may install, maintain, operate and repair underground sanitary sewer facilities upon the above described premises, may clear trees and brush and excavate and dispose of soil, and bring upon said described premises and operate thereon all necessary machinery and equipment to efficiently prosecute work necessary in connection with said use.

Grantor expressly reserves the right to the use and enjoyment of the surface of said premises for any and all purposes, provided that such use will not prevent the District from installing and maintaining an underground sanitary sewer line thereon.

EXECUTED this the <u>IK</u> day of <u>May</u>, 1979

GRANTOR

THE STATE OF TEXAS

COUNTY OF FORT BEND S

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared of Fort Bend County, a political DTAVINOHA subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said County.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the , 1979.

Deno County, Texas

NOPMA J. LANDRY, NOTARY PUBLIC FORT BEND COUNTY, TEXAS

FIELD NOTE DESCRIPTION 0.0762 Acres - Mission West 10.00 Foot Sanitary Sewer Outfall Easement JOB NO. 8116

FIELD NOTE DESCRIPTION to 0.0762 acres out of the John McDonald Survey, Abstract 291, Fort Bend County, Texas, and also being a portion of a certain 462.77 acre tract recorded in Volume 303, Page 125 of the Fort Bend County Deed Records, said 0.0762 acres being more fully described by metes and bounds as follows:

COMMENCING at a ten inch wood post on the common line between the John McDonald Survey, A-291 and the Texas Trunk R.R. Survey, Abstract 422, Fort Bend County, Texas, said point also being on the East right-of-way line of FM Road 1464 (80 feet wide);

THENCE, N 89° 44' 12" E, along the common survey line for a distance of 2378.20 feet to a point for a corner;

THENCE, S 00° 14' 11" W, for a distance of 1962.81 feet to a point for a corner and the PLACE OF BEGINNING of the herein described tract;

THENCE, S 39° 00' 15" E, for a distance of 331.98 feet to a point for a corner;

THENCE, S'00" 14' 11" W, for a distance of 15.81 feet to a point for a corner on northeasterly right-of-way line of a 40 foot pipeline easement recorded in Volume 414, Page 72 of the Fort Bend County Deed Records;

THENCE, N 39° 00' 15" W, along the northeasterly right-of-way line of said pipeline easement a distance of 331.98 feet to a point for a corner;

THENCE, N 00° 14' 11" E, for a distance of 15.81 feet to the PLACE OF BEGINNING and containing 0.0762 acres of land, more or less.

Ernest H. Grabbe, Jr.,

.CGS Engineering, Inc.

FILED FOR RECORD A-10:15 O'CLOCK A M.

MAY 1 4 7979

Fearl Ellett County Clerk, Fort Bend Co., Tex.

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TEMPORARY ACCESS EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND I

THAT FORT BEND COUNTY, hereinafter known as Grantor, a political subdivision of the State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash to Grantor in hand paid by Fort Bend County Municipal Utility District No. 30, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the said Fort Bend County Municipal Utility District No. 30, a body politic and corporate, hereinafter known as the District, its successors and assigns, a temporary easement and right-of-way for an access road to the District's sewage treatment plant site, such easement and right-of-way being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described easement and right-of-way, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress and regress, unto said District, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The District may bring upon said described premises and operate thereon all necessary machinery and equipment to construct and maintain an access road thereon and to construct, operate, and maintain the District's sewage treatment plant.

It is expressly provided that the easement and rightof-way granted herein shall terminate 24 months after the recordation of this document.

EXECUTED this the 14 day of

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GRANTOR

THE STATE OF TEXAS

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COUNTY OF FORT BEND S

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said County.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4/16 day of ______, 1979.

MORIMA J. LANDRY, NOTARY PUBLIC FORT BEND COUNTY, TEXAS

(SEAL)

Exhibit "A"

1.0241 Acres cut of Release I imporary 60 foot Access Easement Mission West S.T.P.

Job No. 8116 December 20, 1978

FIELD NOTE DESCRIPTION to 1.0241 acres out of the John McDonald Survey, Abstract 1, Fort Bend County, Texas, and also being a portion of a certain 462.77 acretract recorded in Volume 303, Page 125 of the Fort Bend County Deed Records, d 1.0241 acres being more fully described by metes and bounds as follows:

: MMENLING at a ten inch wood post on the common line between the John McDonald survey. ^-291 and the Texas Trunk R.R. Survey, Abstract 422, Fort Bena County Texas, said point also being on the East right-of-way line of FM Road 1464, 80 feet wide);

INCE, N 89⁰44'12" E, along the common survey line for a distance of 2093.65 feet to a point for a corner;

THENCE, 5 00⁰14 11" W, for a distance of 1680.78 feet to a point for a corner and the PLACE OF BEGINNING of the herein described tract, said point being on the northeasterly line of a 40 foot Trunkline Gas Company pipeline easement recorded in Volume 419, Page 72 cf the Fort Bend County Deed Records;

THENCE, N 39⁰00'15" W, along the northeasterly line of said 40 foot easement for distance of 633.50 feet to a point for a corner;

HENCE, N 50°59'45" E, for a distance of 170.00 feet to a point for a corner,

HENCE, S 39 CO'15" E, for a distance of 60.00 feet to a point for a corner;

THENCE, 5 50059'45" W, for a distance of 110.00 feet to a point for a corner;

THENCE, S 39000'15" E, for a distance of 573.50 feet to a point for a corner;

THENCE, S 50°59'45" W, for a distance of 60.00 feet to the PLACE OF BLGINNING untaining 1.0241 acres of land more or less.

10

Ernest II. Grabbe, Jr., P.E. CGS Engineering, Inc.

FILED FOR RECORD

AT 10:15 O'CLOCK PM.

MAY 14 1979

Fearl Ellett
County Clark, Fort Bend Co., Tex.

RE: APPROVE REQUEST OF \$4500.00 GRANT OF COUNTY FIRE FUNDS TO TOWN WEST VOLUNTEER FIRE DEPARTMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the request of \$4500.00 Grant of County Fire funds to Town West Volunteer Fire Department. \$2,000.00 to pay for the retirement of current debt and the rest to purchase new equipment.

RE: COUNTY GRANT COORDINATOR - DISCUSS TITLE V GRANT FOR THE RENOVATION OF THE ARCOLA SCHOOLHOUSE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered to apply for an application for the \$9,124.00 allocated to Fort Bend County under the FY79 multi-purpose Senior Center Program to be used for third stage renovation of the Arcola School Building. The cash match to come out, interest of E.P. 9 Revenue Sharing Fund. Letter of intent as follows:

Richard Selleh
Fort Bend County
Grant Coordinator
P. O. Box 326
Richmond, Texas 77469
Phone (713) 342-6355

MAY 9, 1979

DEAR MR ULRICH:

THE COMMISSIONERS COURT OF FORT BEND COUNTY WILL MAKE AN APPLICATION FOR THE \$9,124.00 ALLOCATED TO FORT BEND COUNTY UNDER THE FY79 MULTI-PURPOSE SENIOR CENTER PROGRAM. THIS MONEY WILL BE USED FOR THIRD STAGE RENOVATION OF THE ARCOLA SCHOOL BUILDING. UPON COMPLETION OF THE THIRD STAGE THE BUILDING WILL BE IN A CONDITION WHERE THE TITLE YII NUTRITION PROGRAM MAY BE MOVED INTO THE BUILDING.

THE FIRST STAGE IN THE RENOVATION WAS COMPLETED LATE IN 1978. ALL OF THE FUNDS FROM THE FIRST GRANT WENT FOR ELECTRICAL WORK IN THE BUILD-ING. NEW CONTROL PANELS WERE INSTALLED, THE PORTION OF THE BUILDING TO BE USED FOR THE SENION CITIZENS WAS COMPLETELY REWIRED, LIGHT FIXTURES WERE INSTALLED INSIDE THE BUILDING AND GUARD LIGHTS WERE PLACED OUTSIDE THE BUILDING.

THE SECOND STAGE WILL BE COMPLETED BY THE END OF MAY. THE WATER WELL HAS BEEN PUT BACK INTO OPERATION, A NEW HOT WATER HEATER HAS BEEN INSTALLED, NEW FIXTURES, LAVATORYS AND TOILETS HAVE BEEN INSTALLED IN BOTH RESTROOMS. THE LARGE FANS IN THE BUILDING HAVE BEEN REPAIRED AND NEW CEILING DOMES AND WINDOWS WILL BE INSTALLED BY THE END OF THE MONTH.

MUCH OF THE LABOR USED IN STAGE ONE AND TWO HAS BEEN COUNTY WORKERS FROM PRECINCT THREE. THE USE OF THESE COUNTY EMPLOYEES HAS ENABLED US TO STRETCH OUR GRANT FUNDS.

WITH STAGE THREE MONEY THE HEATING UNITS WILL BE REPAIRED, THE CEILING WILL BE REPLACED IN SELECTED PARTS OF THE BUILDING, THE FLOOR WILL ALSO BE REPLACED IN SELECTED PARTS OF THE BUILDING, THE KITCHEN, OFF-ICE AND BOTH RESTROOM WILL BE PAINTED.

WITH THE COMPLETION OF STAGE THREE THE TITLE VII NUTRITION PROGRAM WILL BE MOVED INTO THE BUILDING. AT FIRST WE WILL ONLY SERVE MEALS AT THIS SITE BUT AT A FUTURE DATE WE HOPE TO HAVE A COMPLETE KITCHEN AT THIS SITE. AT THAT TIME ALL OF THE MEALS FOR THE ARCOLA AREA WILL BE PREPARED AT THIS SITE.

SINCERELY YOURS, Richard Sellch RICHARD SELLEH RE: COUNTY GRANT COORDINATOR - DISCUSS TITLE V GRANT FOR THE RENOVATION OF THE ARCOLA SCHOOLHOUSE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered to apply for an application for the \$9,124.00 allocated to Fort Bend County under the FY79 multi-purpose Senior Center Program to be used for third stage renovation of the Arcola School Building. The cash match to come out, interest of E.P. 9 Revenue Sharing Fund. Letter of intent as follows:

Richard Selleh Fort Bend County Grant Coordinator P. O. Box 326 Richmond, Texas 77469 Phone (713) 342-6355

MAY'9, 1979

DEAR MR ULRICH:

THE COMMISSIONERS COURT OF FORT BEND COUNTY WILL MAKE AN APPLICATION FOR THE \$9,124.00 ALLOCATED TO FORT BEND COUNTY UNDER THE FY79 MULTI-PURPOSE SENIOR CENTER PROGRAM. THIS MONEY WILL BE USED FOR THIRD STAGE RENOVATION OF THE ARCOLA SCHOOL BUILDING. UPON COMPLETION OF THE THIRD STAGE THE BUILDING WILL BE IN A CONDITION WHERE THE TITLE VII NUTRITION PROGRAM MAY BE MOVED INTO THE BUILDING.

THE FIRST STAGE IN THE RENOVATION WAS COMPLETED LATE IN 1978. ALL OF THE FUNDS FROM THE FIRST GRANT WENT FOR ELECTRICAL WORK IN THE BUILDING. NEW CONTROL PANELS WERE INSTALLED, THE PORTION OF THE BUILDING TO BE USED FOR THE SENION CITIZENS WAS COMPLETELY REWIRED, LIGHT FIXTURES WERE INSTALLED INSIDE THE BUILDING AND GUARD LIGHTS WERE PLACED OUTSIDE THE BUILDING.

THE SECOND STAGE WILL BE COMPLETED BY THE END OF MAY. THE WATER WELL HAS BEEN PUT BACK ANTO OPERATION, A NEW HOT WATER HEATER HAS BEEN INSTALLED, NEW FIXTURES, LAVATORYS AND TOLLETS HAVE BEEN INSTALLED IN BOTH RESTROOMS. THE LARGE FANS IN THE BUILDING HAVE BEEN REPAIRED AND NEW CEILING DOMES AND WINDOWS WILL BE INSTALLED BY THE END OF THE MONTH.

MUCH OF THE LABOR USED IN STAGE ONE AND TWO HAS BEEN COUNTY WORKERS FROM PRECINCT THREE. THE USE OF THESE COUNTY EMPLOYEES HAS ENABLED US TO STRETCH OUR GRANT FUNDS.

WITH STAGE THREE MONEY THE HEATING UNITS WILL BE REPAIRED, THE CEILING WILL BE REPLACED IN SELECTED PARTS OF THE BUILDING, THE FLOOR WILL ALSO BE REPLACED IN SELECTED PARTS OF THE BUILDING, THE KITCHEN, OFF-ICE AND BOTH RESTROOM WILL BE PAINTED.

WITH THE COMPLETION OF STAGE THREE THE TITLE VII NUTRITION PROGRAM WILL BE MOVED INTO THE BUILDING. AT FIRST WE WILL ONLY SERVE MEALS AT THIS SITE BUT AT A FUTURE DATE WE HOPE TO HAVE A COMPLETE KITCHEN AT THIS SITE. AT THAT TIME ALL OF THE MEALS FOR THE ARCOLA AREA WILL BE PREPARED AT THIS SITE.

SINCERELY YOURS, Richard Selleh RICHARD SELLEH RE: COUNTY SANITARY LANDFILL DIRECTORS REPORT ON ATTENDANCE AT RESOURCE AND RECOVERY SEMINAR IN SAN ANTONIO:

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County Sanitary Landfill director gave his report on this attendance at Resource and recovery seminar in San Antonio, Texas.

10 RE: ACCEPT KARI LANE INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR PRECINCT #1:

The Court did not take action on accepting Kari Lane into the County Road Maintenance System for Precinct #1. This to be studied and approved at a later date.

RE: DISCUSE CHANCE ORDER FOR SOUND EQUIPMENT AT THE COURTHOUSE ANNEX:

action on the change order for sound equipment at the Courthouse annex. Postponed until next court meeting.

RE: APPROVE PAYMENT OF BILL TO CHRISTOPHER DISTEFANO, ARCHICTECT FOR CONSTRUCTION DOCUMENT PHASE ON NEW COUNTY JAIL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the payment of \$77,880.00 to Christopher DiStefano Architect, for construction document phase on New County Jail. Statement as follows: STATEMENT:

TO:

COUNTY JUDGE AND COMMISSIONERS

Fort Bend County P. O. Box 368

FROM:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501 Houston, Texas 77056

Richmond, Texas 77469

DATE:

May 8, 1979

RE:

FORT BEND COUNTY JAIL

Construction Document Phase

Estimated Construction Cost:

\$2,950,000.00

Architect's Fee @ 6.60%:

194,700.00

75% of Fee Due: \$146,025.00 Less Previous Payment:

(68,145.00)

AMOUNT DUE: \$ 77,880.00

APPROVE APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO GENERAL TELEPHONE COMPANY OF THE SW ON CLEVELAND ST,., KENTUCKY ST., AND TRAMMEL-FRESNO ROAD:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the application for and permit granting telephone cable crossing to General Telephone Company of the SW on Cleveland St., Kentucky St. and Trammel-Fresno Road, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW GENERAL TELEPHONE COMPANY OF THE SW

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of this cable. Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

EXECUTED in quadruplicate originals this 2nd day of May

19 79

General Telephone/Company of the SW

Project Coordinator

ATTEST: Secretary

Seal (if corporation)

5404 377279

10

PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the Aday of Many 1979, on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the cartain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

County Judge

RE: APPROVE APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TELEPHONE COMPANY REQUESTING TO LAY BURIED TELEPHONE CABLE ALONG FULSHEAR-KATY ROAD AND HUGGINS ROAD:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for and permit granting telephone cable crossing to Southwestern Bell Telephone Company requesting to lay buried telephone cable along Fulshear-Katy Road and Huggins Road, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

ng herein by and through its duly authoritions your Honorable Court for the right or and across certain roads, ditches, drain the plats attached to the executed copy here's office of Fort Bend County. tioner agrees to bury cable as indicated cable in good condition at all times, and make changes in said cable and relocated the County or its Engineer when it is necestruction on public roads or highways, or any drainage County Drainage District. Petitioner all to construction or maintenance of this cabley all rules of the County Commissioners ction of said installation and save the County out of the laying, maintenance or open	to lay nage can reof on the ad that essary for the deed to agree able. It is and in the second to agree able. It is and in the second to agree able. It is and in the second to agree able. It is and in the second to agree able. It is and in the second to agree able. It is and in the second to agree able. It is and in the second to agree able. It is and in the second to agree able	a buranals of the attace it wing the epening constructions to the epening construction to the epine construction to t	ied to or hic in the hed p ll, a n ord e wid g of ruction	elephonghways he Coun lat and t peti ered t ening draina on of ir all furthe	ne cable as shown nty d keep tioner's o do so or any ge ditches the Fort damage er agrees
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PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the /4 day of /19 /19, on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

County Judge

10

RE: APPROVE APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TELEPHONE COMPANY REQUESTING TO LAY BURIED TELEPHONE CABLE ALONG FULSHEAR-KATY ROAD AND HUGGINS ROAD:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for and permit granting telephone cable crossing to Southwestern Bell Telephone Company requesting to lay buried telephone cable along Fulshear-Katy Road and Huggins Road, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown

by the plats attached to the executed copy hereof on file in the County

Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of this cable. Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

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EXECUTED in quadruplicate originals this 2nd day of May

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General Telephone Company of the SW

Project Coordinator

ATTEST: Secretary

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(permit approval on back of this page)

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PERMIT

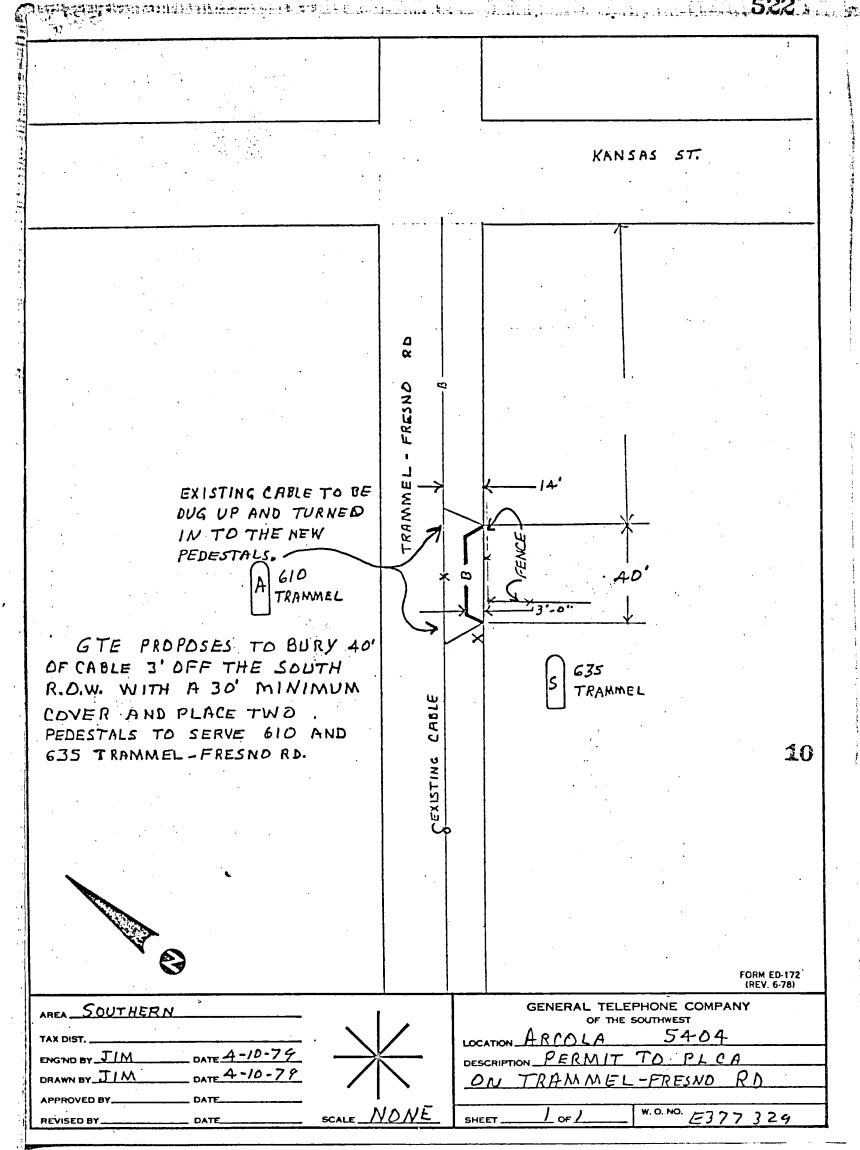
IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the 14 day of nay 1979, on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

> > 10

By: Judge



APPROVE APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TELEPHONE COMPANY REQUEST TO LAY BURIED CABLE ALONG DARST ROAD AND MCFARLAND ROAD:

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On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed the court approved the application for and permit granting telephone cable crossing to Southwestern Bell Telephone Company request to lay buried cable along Darst Road and McFarland Road, as follows: approximate the second of the content of the second of the

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS % County Courthouse Richmond, Texas 77469

COMES NOW

Southwestern Bell Telephone Company

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

SEE ATTACHED SKETCH

RO 84709

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

10

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 2ND day of MAY 1979.

SOUTHWESTERN BELL

Attest: Secretary

Manager-OSP Engineering
301 So. 9th Suite 209

Richmond, Texas 77469

IN THE COMMISSIONERS' COURT - - - - FORT BEND COUNTY, TEXAS

ON THIS the 14 DAY of May 19 79

on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturved use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the CCUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONEL 3 COURT FORT BEND COUNTY, TEXAS

1

County Judge

CONDITIONS OF PERMIT

- No more trench opened at one time than can be backfilled and compacted in 10" lifts at the end of workday. (No trench open overnight.)
- 2. All excess excavation to be removed from site at end of each day.
- 3. Ditches to be opened at end of day to insure adequate drainage.
- 4. Road must be kept open to traffic. Contractor must provide flagmen signs, signals, etc., to provide complete safety to public.
- If it becomes necessary to operate equipment on portion of pavement precautions must be taken to prevent any damage to pavement.
- 6. Condition of road on completion of job shall be as good or better than
- 7. Contact County Commissioner 48 hours prior to starting job.

RE: APPROVE APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TELEPHONE COMPANY REQUESTING TO LAY BURIED TELEPHONE CABLE ALONG FULSHEAR-KATY ROAD AND HUGGINS ROAD:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for and permit granting telephone cable crossing to Southwestern Bell Telephone Company requesting to lay buried telephone cable along Fulshear-Katy Road and Huggins Road, as follows:

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APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS County Courthouse Richmond, Texas 77469

COMES NOW

Southwestern Bell Telephone Company

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

SEE ATTACHED SKETCH

R084666

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 7th day of May 1979.

SOUTHWESTERN BELL

By:

Attest: Secretary

Manager-OSP Engineering . 301 So. 9th Suite 209 Richmond, Texas 77469

PERMIT

IN THE COMMISSIONERS COURT - - - FORT BEND COUNTY, TEXAS

ON THIS the 14 DAY of May 1979

on motion duly made, seconded and passed by the CCMMISSIGNERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats.

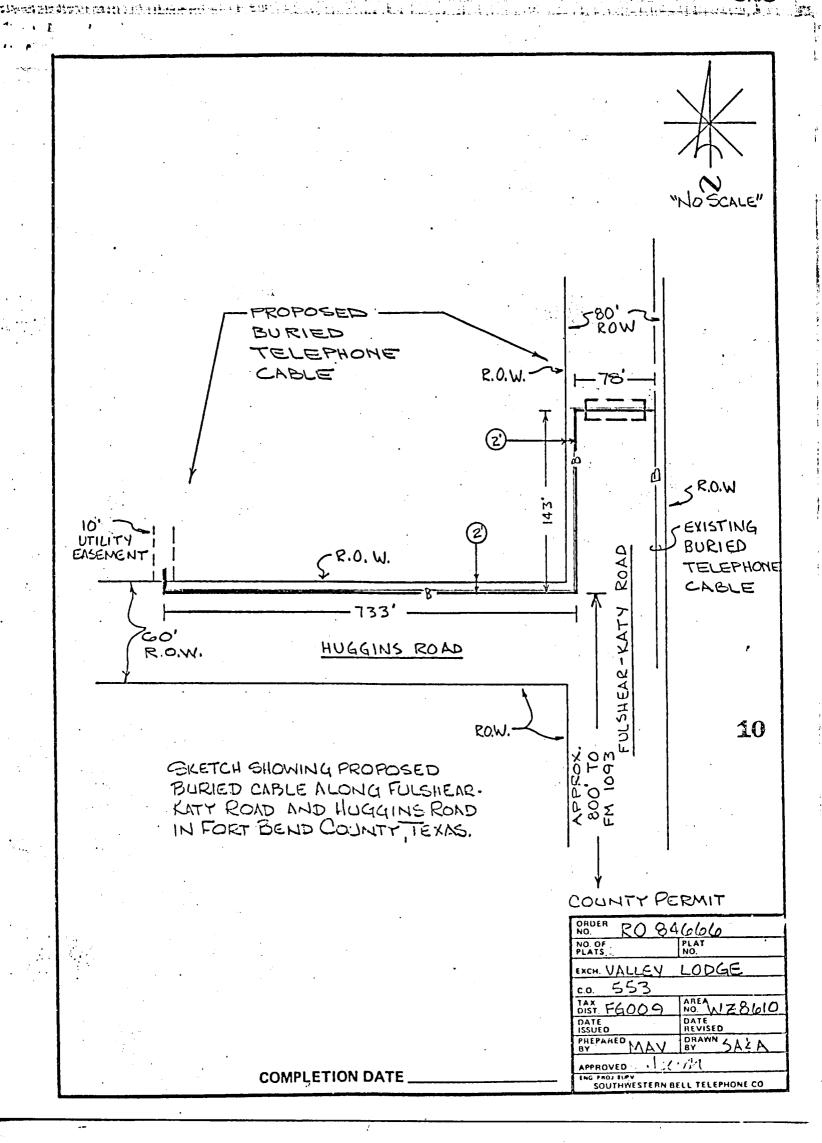
attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIGNERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIGNERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

By Jounty Judge

CONDITIONS OF PERMIT

- 1. No more trench opened at one time than can be backfilled and compacted in 10" lifts at the end of workday. (No trench open overnight.)
- 2. All excess excavation to be removed from site at end of each day.
- 3. Ditches to be opened at end of day to insure adequate drainage.
- 4. Road must be kept open to traffic. Contractor must provide flagmen signs, signals, etc., to provide complete safety to public.
- 5. If it becomes necessary to operate equipment on portion of pavement precautions must be taken to prevent any damage to pavement.
- 6. Condition of road on completion of job shall be as good or better than prior to starting.
- 7. Contact County Commissioner 48 hours prior to starting job.



WRE: MR. RONNIE WOODS, SOUTHWESTERN BELL TELEPHONE - PROPOSAL ON NEW PBX SYSTEM FOR THE FORT BEND COUNTY COURTHOUSE AND COURTHOUSE ANNEX:

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On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka
Commissioner Tony Jebbia opposed to such motion, and duly passed, the court ordered
to go with Southwestern Bell Telephone Companys proposal on installing the new
PBX System in the Fort Bend County Courthouse and Courthouse Annex.

The Court recessed at 11:20 o'clock A.M. until Tuesday May 15, 1979 at 1:30 o'clock P.M. to approve bills.

The court re-convened at 1:30 o'clock P.M. on May 15, 1979, when the following orders were passed, to-wit:

APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' Office, as approved by the Commissioners' Court in person in May (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other Bills) are hereby approved as to the official action of the Commissioners' Court on motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia and duly passed and approved.

RE: CHANGE ORDER FOR SOUND EQUIPMENT AT THE COURTHOUSE ANNEX:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized the change order and approved an additional \$805.00 above the allowance of \$1500.00 for a Sound and Recording System for the Courthouse Annex to Browne-Davies Electronic Corproation of Houston, Texas.

There being no further business, the court adjourned at 4:00 o'clock

P.M.

18

ATTEST/?)

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS :)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 21st day of May, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

Commissioner Johnnie Pustka, was absent, when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the minutes of Regular Session of May 14, 1979.

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the following changes in Depository Pledge Contracts.

The First National Bank of Richmond, Texas to release \$200,000.00 U.S.

Treasury Bills due 5/10/1979 receipt #308842 to be replaced with \$200,000.00

U.S. Treasury Bills due 11/8/1979 receipt #318146.

3 RE: ACCEPT LOW BID OF NEEDTEX SUPPLY COMPANY, INC. FOR A FRONT-END LOADER FOR FORT BEND COUNTY DRAINAGE DISTRICT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the low bid of Needtex Supply Company, Inc. for a Front-End Loader in the amount of \$29.800.00 less \$2,000.00 trade-in, being a net bid of \$27,800.00, for the Fort Bend County Drainage District

RE: ACCEPT LOW BID OF DUB MILLER FORD INC. FOR TWO PICKUP TRUCKS FOR THE FORT BEND COUNTY DRIANAGE DISTRICT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the low bid of Dub Miller Ford, Inc. for two large F-100 pickup trucks in the amount of \$4533.00 each truck, for the Fort Bend County Drainage District

RE: APPROVAL OF PLAT OF QUAIL GLEN SECTION II:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the plat of Quail Glen Section II, a subdivision of 45.8796 acres of land located in the Hicks Shropshire Survey A-313, Fort Bend County, Texas. Plat being approved with the understanding there will be no parking on the east side of Quail Glen Drive at anytime and also, subject to striking out the last paragraph on page 2 of the Restrictions filed along with the plat.

RE: APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING TO SEAGULL PIPELINE CORPORATION IN PRECINCT #2:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the application for and permit granting pipe line crossing to Seagull Pipeline Company in Precinct #2, with the understanding that boring to be 4 feet under the County ditches. Application and permit as follows:

APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW SEAGULL PIPELINE CORPORATION,

1800 Capital National Bank Bldg., 1300 Main Street, Houston, Texas 77002

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he

are the same of a consister contribution of the same of the same and and an experimental contributions and contributions and contributions are same of the same of

can inspect the work while construction equipment is still on the job site for any necessary additional work.

provided protests and made decembers for the confidence of the first of the contract of the co

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned officer of said Company has full authority to bind said Company hereto.

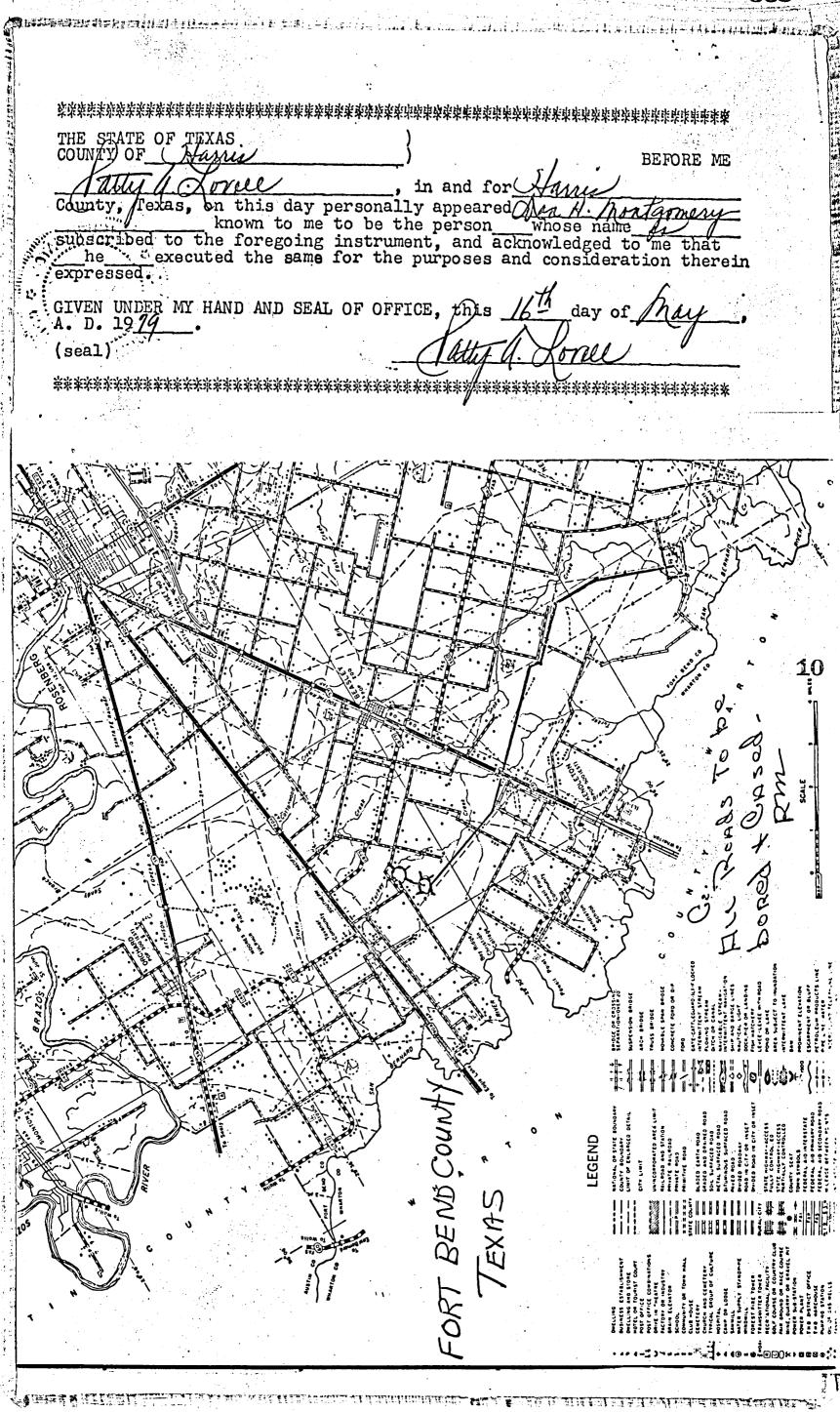
Executed in	quadruplicate original	s this	<u>16th</u>	day of
May	19_79	• SEAGUL	L PIPELINE CORP	ORATION
		Da	Montan ive Vice Presid	nery
Attest: Sec	retary Hilliams	Execut	ive Vice Presid	ent <i>U</i>

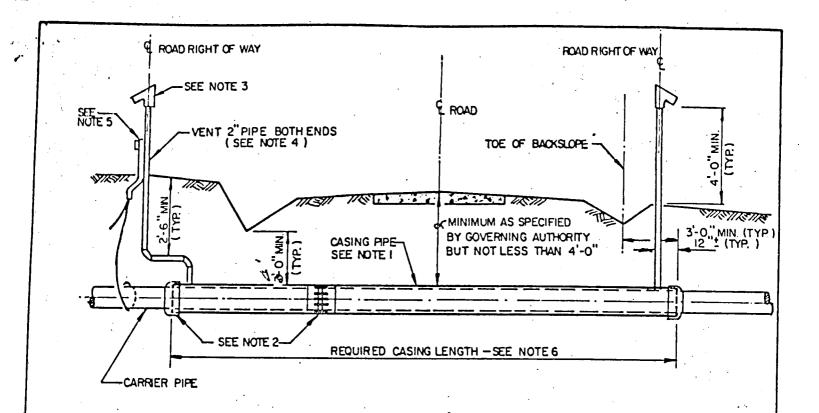
PERMIT

IN THE COMMISSIONERS' COURT ---- FORT BEND COUNTY, TEXAS on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canels and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

BY: Dee E / Sherenotha County Judge





NOTES:

- 1. CASING PIPE SHALL BE BARE PIPE.
- 2 INSTALL SEAL BUSHINGS AND INSULATORS ON 10' CENTERS.
- 3. SEE STANDARD FOR VENT DETAIL.
- 4. CUT VENT HOLE AND WELD VENT PIPE TO CASING PIPE PRIOR TO INSERTING CARRIER PIPE.

 VENT PIPE BELOW GROUND SHALL BE COVERED WITH ONE COAT OF ROSKOTE MASTIC 612 xm

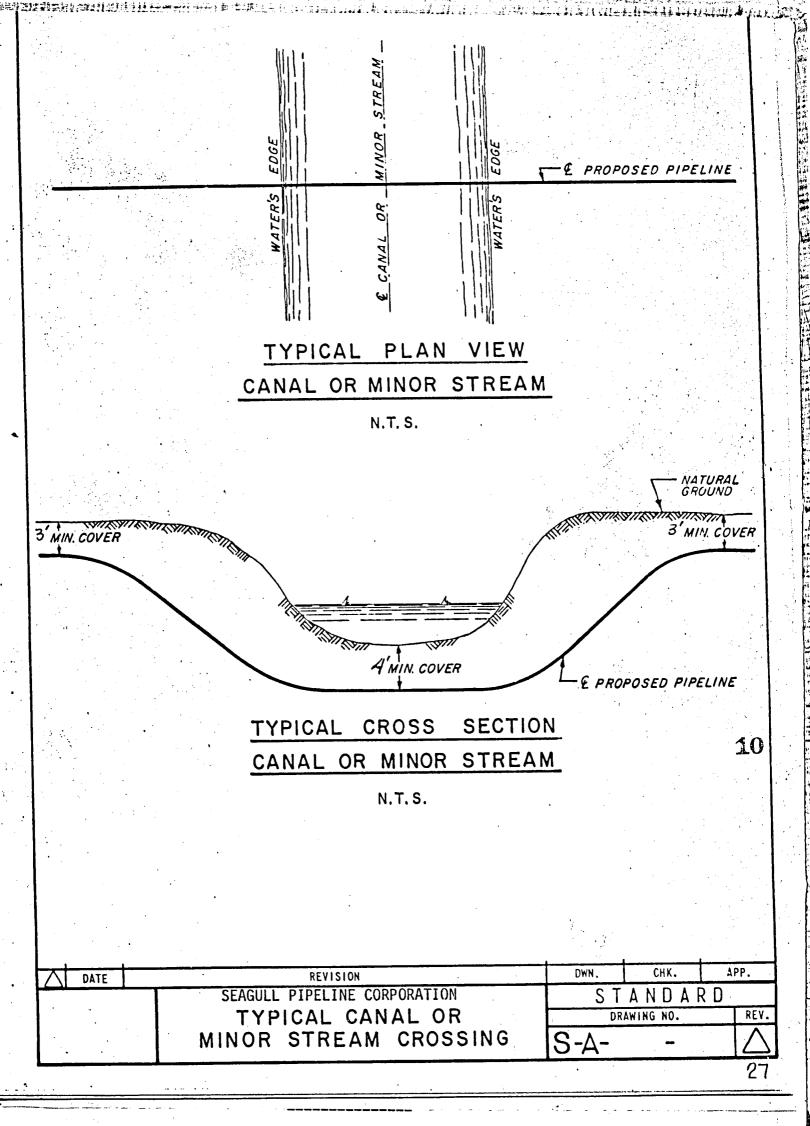
 (MEDIUM) OR EQUAL. VENT PIPE ABOVE GROUND SHALL BE PAINTED WHITE IN ACCORDANCE WITH

 SPECIFICATIONS, IF A "DOG LEG" IS REQUIRED ON THE CASING VENT. THE HORIZONTAL

 SECTION OF THE VENT PIPE SHALL HAVE A MINIMUM OF 30-INCHES COVER.
- 5. INSTALL TYPE I CATHODIC PROTECTION TEST STATION.
- 6. FOR LOCATION AND LENGTH OF CASED CROSSINGS SEE THE APPLICABLE AUGINMENT SHEETS.
- 7. CROSSING INSTALLATION SHALL BE IN ACCORDANCE WITH APPLICABLE PERMIT
- 8. BORING SHALL BE DONE BY AN APPROVED METHOD AND THE CASING SHALL BE ADVANCED AT A RATE APPROXIMATELY EQUAL TO THE RATE OF BORING. WHERE BORING IS NOT PRACTICAL. DUE TO ROCK STRATA OR OTHER OBSTRUCTIONS. THE DISTRICT ENGINEER OF THE DEPARTMENT OF HIGHWAYS SHALL FIRST APPROVE ALL PLANS FOR CONSTRUCTION BY "OPEN CUT", "TUNNELING" OR OTHER METHODS.
- 9. IN REFILLING THE TRENCH EXCAVATED FOR THE PIPELINE ADJACENT TO HARD SURFACED ROADS OR ROADS WHERE TRENCHING IS PERMITTED. THE TRENCH SHALL BE PROMPTLY BACKFILLED IN A PROPER AND WORKMANLIKE MANNER SO AS TO LEAVE NO HOLES OR OBSTRUCTIONS THEREIN AND SO AS TO PROVIDE PROPER DRAINAGE.
- 10. CASING SHALL EXTEND TO POINTS BEYOND THE ROAD DITCH LINES AS DETERMINED BY THE ENGINEER.
- TEST WILL BE MADE TO INSURE PIPE NOT SHORTED TO CASING.

SEAGULL PIPELINE CORPORATION							
DRAWN . R . SOLIS	DATE FEB. 20,1979		ROAD	CROSSI	NGS	WITH	CASING
CHECKED BY	DATE						•
APPROVED BY	DATE	AFE	APPROVED				





RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO FORT BEND TELEPHONE COMPANY ON ROESNER ROAD, GREENBUSH ROAD, GREENBUSH SOUTH ROAD, SADDLESPUR, KATY-GASTON, ROESNER LANE, LAKEVIEW DRIVE, CEDAR LANE, KATY-FLEWELLEN ROAD, PIN OAK ROAD AND WILLOW LANE, IN PRECINCT #4:

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On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the application for and permit granting telephone cable crossing to Fort Bend Telephone Company on Roesner Road, Greenbush Road, Greenbush South Road, Saddlespur, Katy-Gaston, Roesner Lane, Lakeview Drive, Cedar Lane, Katy-Flewellen Road, Pin Oak Road and Willow Lane, in Precinct #4, af follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW FORT BEND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County of its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioner's and its Engineer in the construction and installation, and to notify the County Commissioner in the Precincts, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still available for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

A Bond is required to be in force during the construction period and for one year thereafter to assure that the area is returned to and remains in its previously existing condition.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate orginals this 14th day of May 19 79

Roesner Rd., Greenbush Rd., Greenbush South Rd., Saddlespur, Katy-Gaston, Roesner Ln., Lakeview Dr., Cedar Ln., Katy-Flewellen Rd., Pin Oak Rd., Willow Ln.

Ft. Bend Telephone Company

D.K. Owen, Plant Engineer

Attest: Secretary

10

PERMIT

IN THE COMMISSIONER'S COURT ----FORT BEND COUNTY, TEXAS on motion duly made, seconded and passed by the COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S . OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

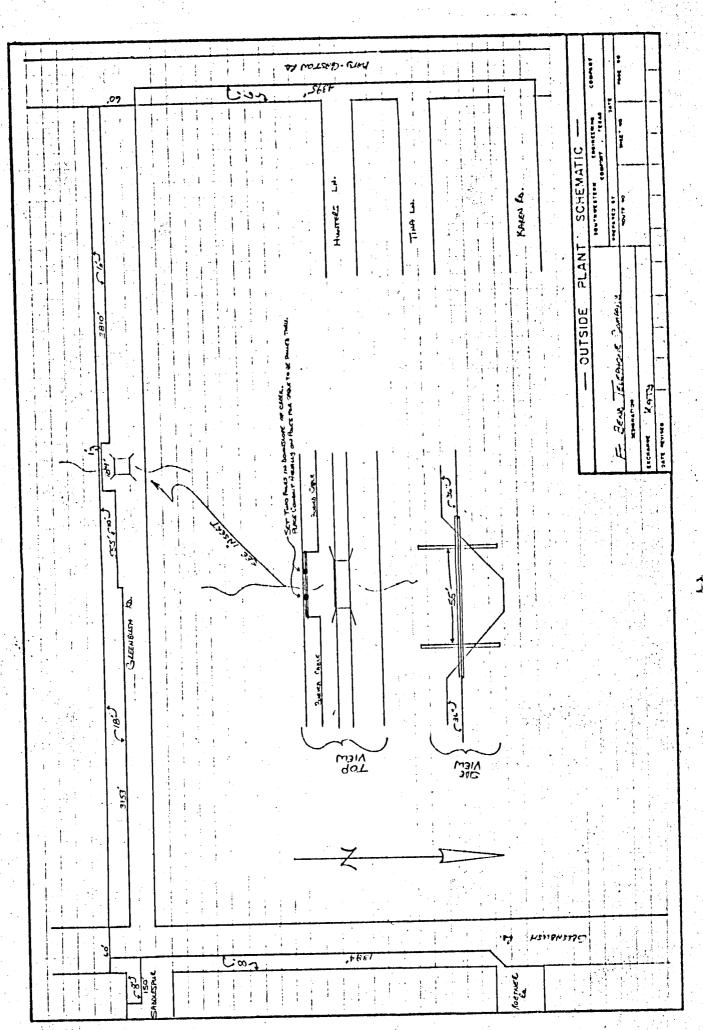
By: County Judge

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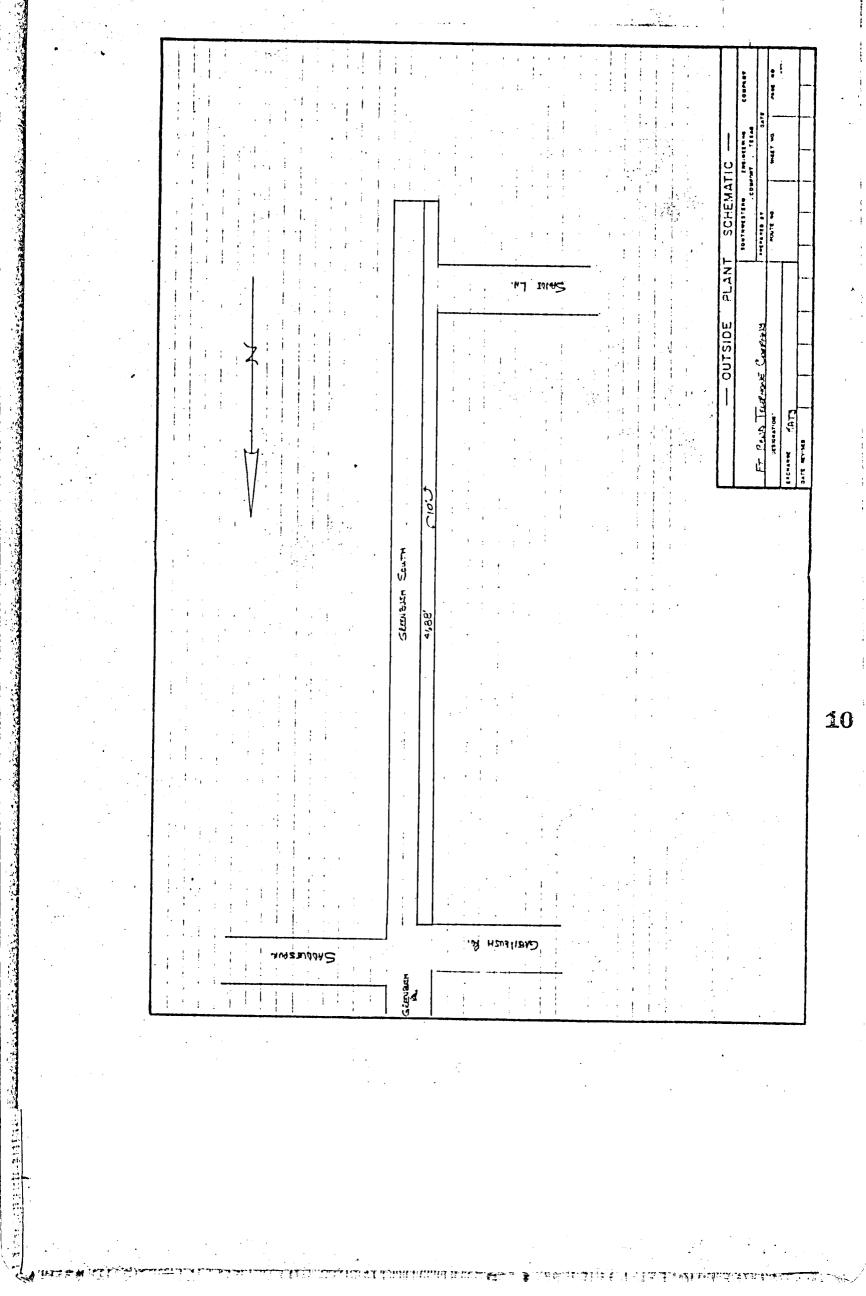
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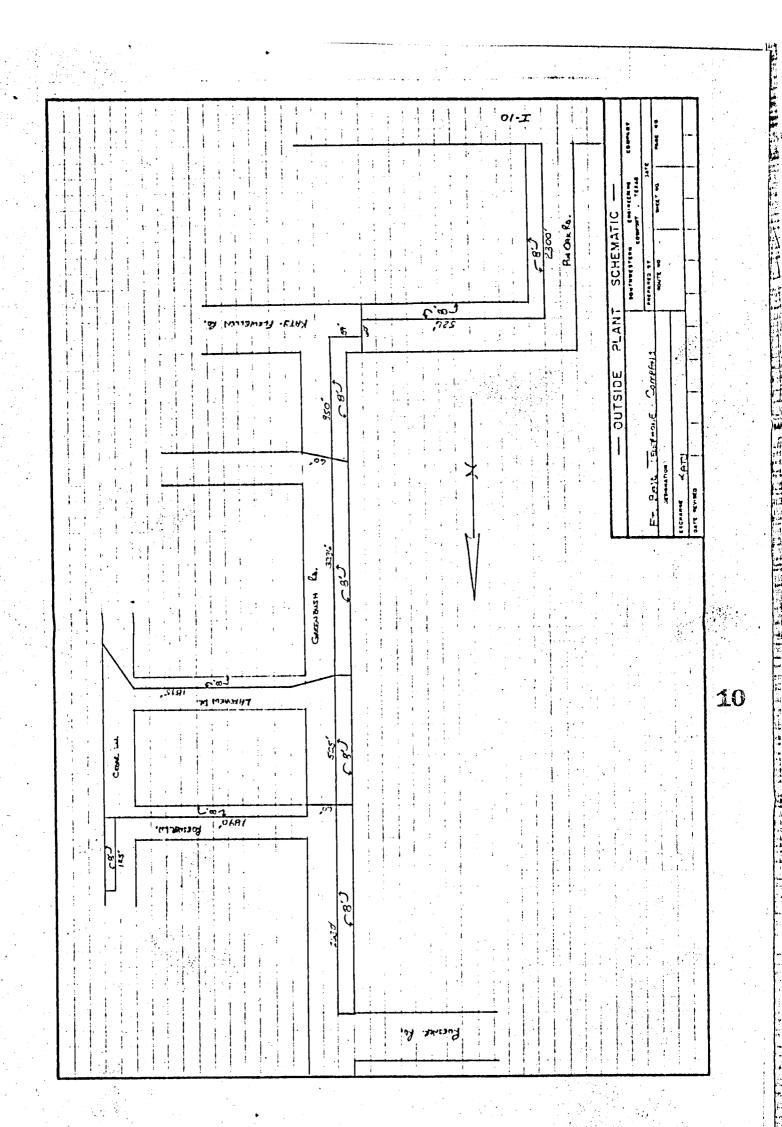
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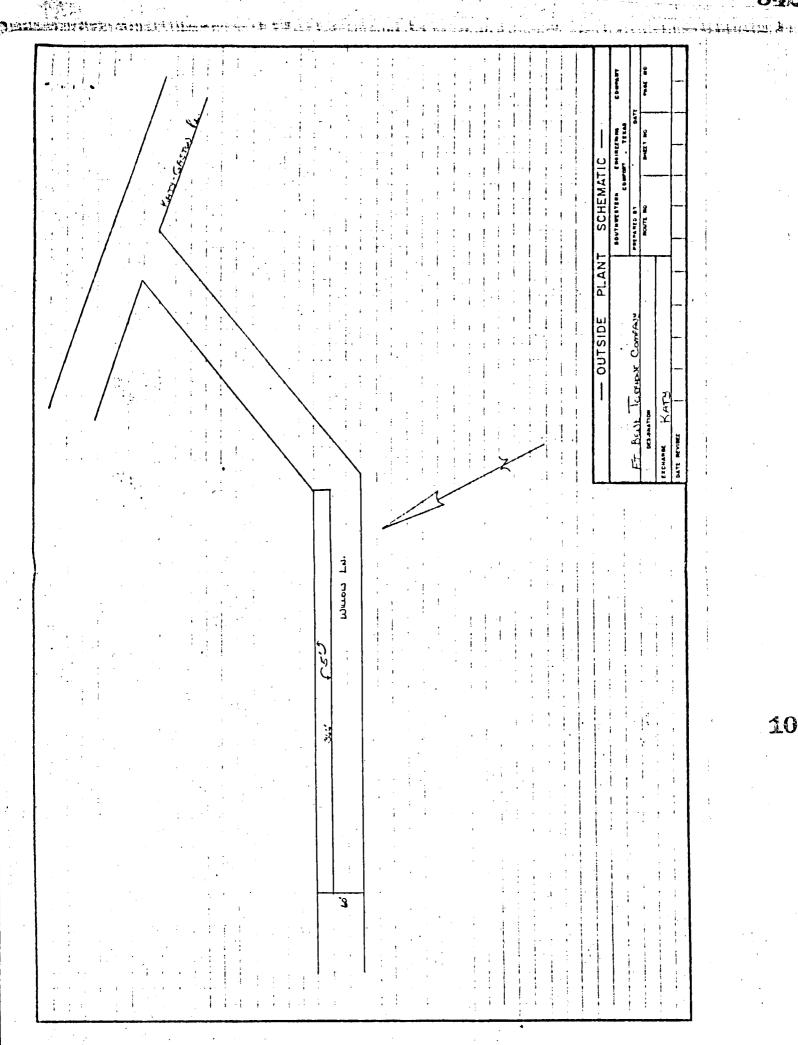


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11-12-5





RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO GENERAL TELEPHONE COMPANY OF THE SW FOR TELEPHONE CABLE CROSSING ALONG PILCIK ROAD NEAR EAST BERNARD IN PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the application for and permit granting telephone cable crossing to General Telephone Company of the Sw for telephone cable crossing along Pilcik road near East Bernard in Precinct #4, as follows:

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APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES	NOW	GENERAL	TELEPHONE	COMPANY	OF	THE	SOUTHWEST		٠.	•
	-									
The Control of the Control										

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of this cable. Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

EXECUTED in quadruplicate originals this 7th day of May
19 79

General Telephone Company of the SW

Project Coordinator

ATTEST: Secretar

Seal (if corporation)
(permit approval on back of this page)

5423 377199

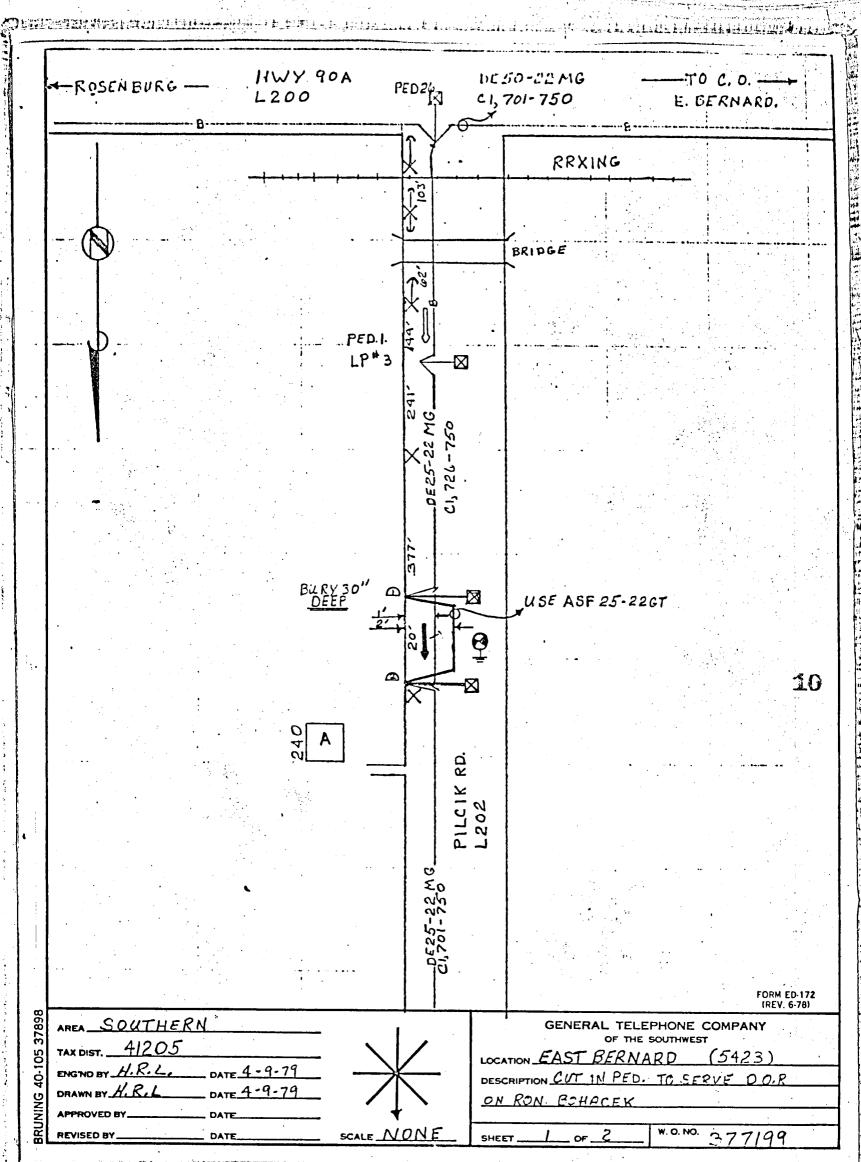
PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the 2 day of 19 , on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

County Judge

recommendation in the state of


RE: APPROVE CONTRACT BETWEEN FORT BEND COUNTY AND THE FIRST BAPTIST CHURCH OF RICHMOND, TEXAS FOR LEASE OF PROPERTY FOR COUNTY PARKING LOT:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized the County Judge to sign the contract between

THE ELECTRONICATION OF A CONTROLLEGIST OF THE PROPERTY OF A STREET OF THE STREET OF TH

Fort Bend County and First Baptist Church of Richmond, Texas for lease of property for County Parking Lot, for an 8 year period at \$1.00 per year. \$4,150.80 will be cost of construction and that such amount will be used in the event of termination of said lease.

Budget will have to be amended and paid out of the Emergency General Fund and that each Commissioner to participate in the construction of same. Contract as follows:

THE STATE OF TEXAS

COUNTY OF FORT BEND

7

I.

That the party of the second part shall lease to the party of the first part certain property bordered by Fifth Street and Houston Street in Richmond, Texas for XX years from the date of this contract for one dollar (\$1.00) each year.

11. 10

That the party of the first part shall and will be allowed to construct upon said aforementioned leased property a surface for the parking of cars and shall complete such construction on or before 1979 in accordance with the plat attached hereto and incorporated herein as Exhibit "A".

That the party of the first part shall pay for the cost of the construction of the aforementioned surface.

IV.

That the party of the second part may terminate said lease before 8 the expiration of the LOX year leasing period upon the party of the second part giving a 30 day notice of such a termination of said lease in writing to the party of the first part. In the event of such termination, the party of the second part shall pay the party of the first part an amount 12 1/2 representing LOX per cent of the total cost of said construction by the party of the first part for each year remaining in the leasing period in accordance with the schedule attached hereto as Exhibit "B".

ν

That the total construction cost of the surfacing, as aforementioned in paragraph IV, is hereby agreed to be \$4.150.80 dollars and that such amount will be used in the event of termination of said lease.

ender der State der S Der State d

The parties hereto have read the terms of this contract before signing the same and hereby agree that no statement, remark, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced.

WITNESS our hands this

1979.

FORT BEND COUNTY, TEXAS

FIRST BAPTIST CHURCH OF RICHMOND

t Part

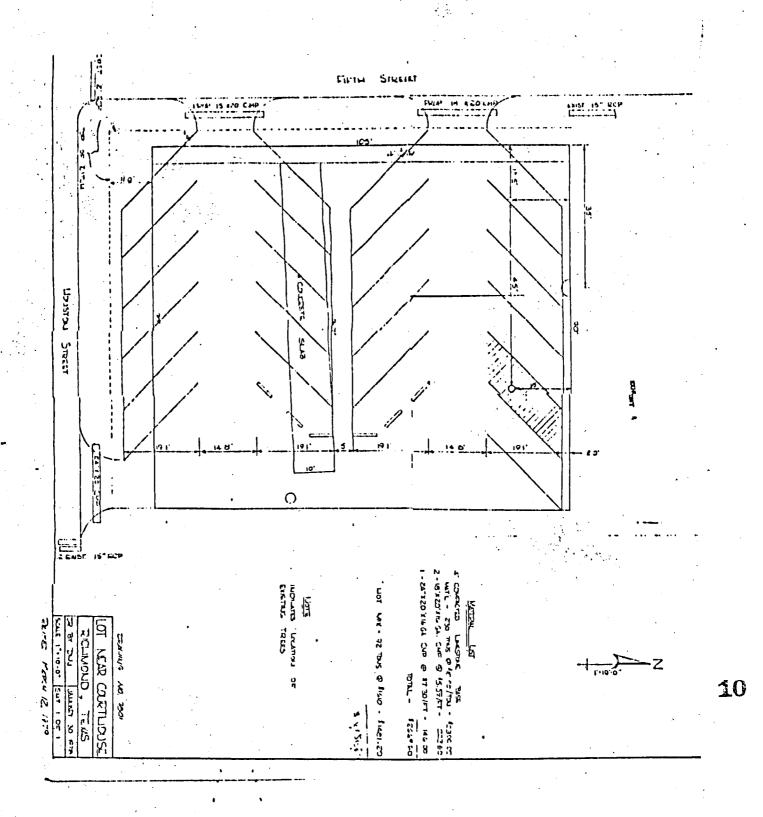
Representative of Party

Second Part

Dan Hord, Chairman of the Properties Committee

EXHIBIT "B"

Ch Te:	urch of Rick xas in the	refunded by First Baptist hmond to Fort Bend County, event of Termination pursuant		10
<u>to</u>	Article IV			Amount
Ιf	terminated	one year from date of completeion		\$3,631.95
Ιf	terminated	two years from date of completeion		\$3,113.10
Ιf	terminated	three years from date of completion		\$2,594.25
Ιf	terminated	four years from date of completion		\$2,075.40
Ιf	terminated	five years from date of completion		\$1,556.55
Ιf	terminated	six years from date of completion		\$1,037.70
Ιf	terminated	seven years from date of completion	1	\$ 518.85
Ιf	terminated	eight years from date of completion	1	-0-



RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR TWO DEFIBRILLATORS FOR THE FORT BEND COUNTY AMBULANCE SERVICE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to advertise for bids for the purchase of two Defibrillators for the Fort Bend County Ambulance Service.

RE: ACCEPT LOW BID OF STURDISTEEL COMPANY OF WACO, TEXAS FOR BLEACHERS FOR BUILDING
E. AT THE FORT BEND COUNTY FAIRGROUNDS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the low bid of Sturdisteel Company of Waco,

Texas for bleachers for Building E. at the Fort Bend County Fairgrounds, as follows:

3 units at \$994.00 per unit and 4 units at \$345.00 per unit, to be paid for out the George Foundation Fund for the Fort Bend County Fairgrounds.

10

There being no further business, the court adjourned at 10:15 o'clock

A. M.

ATTEST: Searl Ellett

COUNTY CLERK

FORT BEND COUNTY TREASURER'S BOND REPORT

MAY 1979

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FBC UNLIMITED TAX ROAD BONDS SER. 162-166 SINKING FUND Outstanding 5-1-1979 - - -\$35,568.757 Bonds Nos. 42 thru 48 at \$5,000.00 \$35,000.00 7 Coupons Nos. 33 Off Bds. #42 thru #48 at 81.25 568.75 Received 7 Bds. Nos. 42 thru 48 @\$5,000.00 \$35,000.00 Received 7 Coupons No. 33 Off Bds. #42 thru #48 @ 81.25 568.75 \$35,568.75 \$35,568.75 FBC TIME WARRANTS SER. 1969 SINKING FUND Outstanding 5-1-1979 10 Time Warr # 79 thre #88 at \$1,000.00 \$10,000.00 10 Coupons # 19 Off Bds.#79 thru #88 at \$30.00 300.00 Received 10 T/Warr # 79 thru #88 @\$1,000.00 \$10,000.00 Received 10 Cpns #19 Off Bds. #79 thru #88 at \$30.00 300.00 \$10,300.00 \$10,300.00

FT BEND CO ROAD DISTRICT NO. 4 SERIES 1940 BOND Outstanding 5-1-1979 - - - \$50.00 2 Int. Coupons No. 77 Off Bds. 166 & 167 at \$25.00 \$ 50.00

FT BEND COUNTY ROAD DISTRICT NO. 8 SER 1927 BOND Outstanding 5-1-1979 - - - \$ 110.00 4 Int. Coupons #59 Off Bds. 210-212-214-216 at \$27.50 \$ 110.00

FORT BEND COUNTY BOND STATEMENT

MAY 1979

FT EEND COUNTY TIME WARRANTS SER. 1969 SINKING FUND

Received 10 Time Warrants #79 thru #88
at \$1,000.00 \$ 10,000.00

Received 10 Coupons No. 19 Off Bds.
79 thru #88 at \$30.00 \$ 300.00

Ft. Bend County UNLIMITED TAX RD BDS SER. 1962 SINK. FD Received 7 Bonds # 42 thru #48 @5,000.00 \$ 35,000.00 Received 7 Coupons # 33 Off Bds. 42 thru 48 at 81.25 568.75

\$ \$ 35,568.75

EMERGENCY SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 21st day of May, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Emergency Session at 2:00 o'clock P.M.
with the following present:

Jodie E. Stavinoha

County Judge

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

Commissioner Johnnie Pustka was absent, when the following were had and the following order was passed, to-wit:

RE: CHANGING THE DATE FOR THE OPENING OF THE BIDS FOR THE GENERAL CONTRACTOR FOR THE NEW JAIL FROM JUNE 6 TO JUNE 7, 1979 AT 2:00 O'CLOCK P.M.:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner
W. Lee Schmidt, and duly passed, the court ordered to change the date of opening
of the bids for the general contractor for the new jail from June 6 to June 7,
at 2:00 o'clock P.M.

There being no further business, the court adjourned at 2:01 o'clock P.M.

COUNTY TUDGE

ATTEST!

COUNTY CLERE

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND

BE IT REMEMBERED That on the 30th day of May, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissionr Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the minutes of Special Sessions of May 21, 1979.

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

10

RE: OPEN BIDS FOR DETENTION EQUIPMENT FOR THE NEW FORT BEND COUNTY JAIL:

The Court opened bids for detention equipment for the new Fort Bend County Jail with the following bidding for the equipment.

- 1. Steward Decatur Sec. Inc. of St. Louis, Missouri
- 2. Willow Products Co. Inc. of Decator, Alabama
- 3. Southern Steel Co. of San Antonio, Texas
- 4. Roanoke Iron & Bridge Inc. of Roanoke, Virginia

Bids will be studied and accepted at another court meeting.

RE: EMERGENCY AMENDMENT OF BUDGET FOR THE DISTRICT JUDGE TO PAY FOR A SUBSTITUTE COURT REPORTER OUT OF THE EMERGENCY GENERAL FUND BUDGET:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized the emergency amendment of budget for the District Judge in the amount of \$800.00 to pay for a substitute Court Reporter, to be paid out of the Emergency General Fund Budget.

RE: ORGANIZATION OF BOARD OF EQUALIZATION: OATH OF BOARD OF EQUALIZATION:
ORDER DIRECTING THE COUNTY CLERK TO ADVERTISE MEETING OF THE BOARD OF
EQUALIZATION: NOTICE OF BOARD OF EQUALIZATION MEETING AND ORDER RECESSING
BOARD OF EQUALIZATION: ORDER DIRECTING CLERK TO NOTIFY TAXPAYERS WHOSE
PROPERTIES ARE RAISED:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner

W. Lee Schmidt, and duly passed, the court set June 12th 1979 at 9:00 A. M. as

meeting date for Board of Equalization. Organization of Board of Equalization,

Oath of Board of Equalization, Order directing the County Clerk to advertise

meeting of the Board of equalization, Notice of Board of Equalization meeting,

Order recessing board of equalization and Order directing clerk to notify taxpayers

whose properties are raised, as follows:

ORGANIZATION OF BOARD OF EQUALIZATION

ORGANIZATION OF BOARD OF EQUALIZATION	
BE IT REMEMBERED, that on this the 30 day of May.	
the Commissioners' Court of Fort Bend County, Texas, was duly conve	ned as
a Board of Equalization at the regular meeting place at the Courthouse in the town	1
of Richmond, Texas , Fort Bend County, Texas, for	the
purpose of equalizing the values of all taxable property, situated in said County,	for
the purpose of taxation for the year 19 79, with all members of said Court present	, viz:
Out Pri	
County Judge	
Commissioner Prect. No. 1	
Model Glekmielt Commissioner Prect. No. 2	
Commissioner Prect. No. 3	1 (
Commissioner Prect. No. 4	
present and participating.	•
That upon convening of said Board, and prior to entering upon their duti	es as
a Board of Equalization, each of the above named members took and subscribed to th	e
following oath:	
"I, as a member of the Board of Equalization ofFort Bend	
County, Texas, for the year A.D., 19 79, hereby solemnly swear:	
That in the performance of my duties as a member of such Board for said I will not vote to allow any taxable property to stand assessed on the tax rolls i said County for said year at any amount which I believe to be less than its true m value, or, if it has no market value, then its real value; that I will faithfully endeavor, and as a member will move to have each item of taxable property which I believe to be assessed for said year at less than its true market value, or real v raised on the tax rolls to what I believe to be its true cash market value, if it a market value, and if not, then to its real value; and that I will faithfully end to have the assessed valuation of all property subject to taxation within said Coustand upon the tax rolls of said County for said year at its true cash market value if it has no market value then its real value. I solemnly swear that I have read understand the provisions contained in the Constitution and Laws of this State rel to the valuation of taxable property, and that I will faithfully perform all of the duties required of me under the Constitution and Laws of this State. So help me G	alue, has leavor inty, e, or, and ative
Fort Bend County, Richmond T	exas,
this 30th day of May . 19 79.	-

OATH OF BOARD OF EQUALIZATION

and the second of the second o

"I, as a member of the Board o	f Equalization of Fort Bend County,
Texas, for the year A.D., 1979, hereby	
That in the performance of my year, I will not vote to allow any taxab rolls of said County for said year at an true market value, or, if it has no mark faithfully endeavor, and as a member will which I believe to be assessed for said real value, raised on the tax rolls to w value, if it has a market value, and if faithfully endeavor to have the assessed taxation within said County, stand upon at its true cash market value, or if it I solemnly swear that I have read and up	duties as a member of such Board for said le property to stand assessed on the tax y sum which I believe to be less than its et value, then its real value; that I will I move to have each item of taxable property year at less than its true market value, or hat I believe to be its true cash market not, then to its real value; and that I will valuations of all property subject to the tax rolls of said County, for said year, has no market value, then its real value derstand the provisions contained in the tive to the valuation of taxable property.
Constitution and Laws of this State. So	help me God."
	County Judge County Judge Commissioner Prect. No. 1 Commissioner Prect. No. 2
	A STATE OF THE STA
	Commissioner Prect No. 4
SUBSCRIBED AND SWORN TO BEFORE	ME, on this the 30th day of
1,05 /	Commissioner Prect. No. 1 distka Commissioner Prect. No. 2 hmidt Commissioner Prect. No. 3. and
Ed./H. He	
Fort Bend County,	
Richmond Texas	
5 Y Z / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 /	Learl Ellett
	County Clerk Fort Bend County, Texas

ORDER DIRECTING THE COUNTY CLERK TO ADVERTISE MEETING OF THE BOARD OF EQUALIZATION

BE IT REMEMBERED that the Board of Equalization i	n and for Fort Bend	
County, Texas, having been in session on this the30thlay	of May	
A.D., 1979 the following order was, upon motion of Commiss	ioner Johnnie Pustka	
and duly seconded by Commissioner W. Lee Schmidt	_ unanimously carried an	ıd
adopted, to wit:		
The County Clerk is hereby authorized and directe	d to give notice of the	
meeting of the Board of Equalization by publication in a ne	wspaper published in	
Fort Bend County, Texas, on a date at le	ast ten days prior to sa	iid .
meeting of said Board.		
The County Clerk is also instructed to give indiv	idual notices to all tax	(-
payers whose properties are raised, if their addresses are	known.	
BY ORDER OF THE COMMISSIONERS' COURT SITTING AS A	BOARD OF EQUALIZATION.	•
	•	
		4
	. C Struck	
County	Judge & Chairman of	
	ard of Equalization	
	:	
Fort Bend County		

NOTICE OF BOARD OF EQUALIZATION MEETING

		County				•	
: Bend							
		•			rt Bend	" "	, Texas
		<i>.</i> i	Pos	Tear	County Cla	erk	1(
				. ()			
	•.			٠.			
			_		-		
			_	•			
				•			
nd	County,	Texas, at	9:00	_a.m., be	ginning on	Tuesday	
meeting p	lace in t	the Courth	nouse in t	he town o	E Richmond	i, Texas	·
tice is her	teby give	en that sa	id Board	of Equalia	ation will	be in ses	sion at
	meeting p nd lay of determinin Fort	meeting place in to meeting place in the meeting place in th	meeting place in the Courth County, Texas, at June determining, fixing and equation Fort Bend mined for taxable purposes for	meeting place in the Courthouse in to the County, Texas, at 9:00 lay of June , 1979, and determining, fixing and equalizing the Fort Bend County, Texas for the year integral of the process of the year integral of the county of the process of the year integral of the process of the year integral of the	meeting place in the Courthouse in the town of the county, Texas, at 9:00 a.m., be lay of June , 1979, and from day determining, fixing and equalizing the value of Fort Bend County, Texas, untimined for taxable purposes for the year 1979,	meeting place in the Courthouse in the town of Richmond nd County, Texas, at 9:00 a.m., beginning on lay of June , 1979, and from day to day the determining, fixing and equalizing the value of any and a County, Texas, until such value for taxable purposes for the year 1979, and any and	lay of, 1979, and from day to day thereafter, determining, fixing and equalizing the value of any and all taxable

ORDER RECESSING BOARD OF EQUALIZATION

day of May, A.	D., 1979, the following order was, upon motion of Commi
sioner <u>Johnnie Pustka</u>	, duly seconded by Commissioner <u>W. Lee</u> Schmid
,	unanimously carried and adopted, to-wit:
There being no fur	ther business now necessary to be transacted by said Boa
of Equalization, it is order	red that said Board do now recess until 9:00 a.
the <u>12th</u> day of _	June, A.D., 19 79, at which time said
Board of Equalization will f	further resume the transaction of such business as may
then come before it.	
	County Judge & Chairman of the Board of Equalization
Fort Bend	County,
Richmond	Texas.
	70
THIS 30th day of	May
	R DIRECTING CLERK TO NOTIFY RS WHOSE PROPERTIES ARE RAISED
TAXPAYE	RS WHOSE PROPERTIES ARE RAISED
TAXPAYEI BE IT REMEMBERED, tl	hat on this 30th day of May, 1979
BE IT REMEMBERED, the Commissioners' Court of F	hat on this 30th day of May, 1979 Fort Bend County, Texas, being regularly convene
BE IT REMEMBERED, the Commissioners' Court of Fand now sitting as a Board of	hat on this 30th day of May, 1979 Fort Bend County, Texas, being regularly convene Equalization for said County, for the year 1979, with
BE IT REMEMBERED, the Commissioners' Court of <u>F</u> and now sitting as a Board of all members of said Board pre	hat on this 30th day of May, 1979 Fort Bend County, Texas, being regularly convene Equalization for said County, for the year 1979, with esent and participating, the following order was, upon
BE IT REMEMBERED, the Commissioners' Court of Fand now sitting as a Board of	that on this 30th day of May, 1979 Fort Bend County, Texas, being regularly convene Equalization for said County, for the year 1979, with sent and participating, the following order was, upon Johnnie Pustka, duly seconded by Commission
BE IT REMEMBERED, the Commissioners' Court of F and now sitting as a Board of all members of said Board pre motion of Commissioner W. Lee Schmidt	hat on this 30th day of May, 1979 Fort Bend County, Texas, being regularly convene Equalization for said County, for the year 1979, with esent and participating, the following order was, upon
BE IT REMEMBERED, the Commissioners' Court of F and now sitting as a Board of all members of said Board pre motion of Commissioner W. Lee Schmidt of said Board, to-wit:	hat on this 30th day of May , 1979 Fort Bend County, Texas, being regularly convene Equalization for said County, for the year 1979, with sent and participating, the following order was, upon Johnnie Pustka , duly seconded by Commission , regularly passed by the unanimous vote of member
BE IT REMEMBERED, the Commissioners' Court of F and now sitting as a Board of all members of said Board pre motion of Commissioner W. Lee Schmidt Of said Board, to-wit: WHEREAS, the Board	hat on this 30th day of May , 1979 Fort Bend County, Texas, being regularly convene Equalization for said County, for the year 1979, with sent and participating, the following order was, upon Johnnie Pustka , duly seconded by Commission , regularly passed by the unanimous vote of member of Equalization in and for Fort Bend County,
BE IT REMEMBERED, the the Commissioners' Court of F and now sitting as a Board of all members of said Board premotion of Commissioner W. Lee Schmidt Of said Board, to-wit: WHEREAS, the Board Texas, for the year 19 79, f	hat on this 30th day of
BE IT REMEMBERED, the the Commissioners' Court of F and now sitting as a Board of all members of said Board pre motion of Commissioner W. Lee Schmidt Of said Board, to-wit: WHEREAS, the Board Texas, for the year 19 79, f assessment purposes, belonging	hat on this 30th day of May , 1979 Fort Bend County, Texas, being regularly convene Equalization for said County, for the year 1979, with sent and participating, the following order was, upon Johnnie Pustka , duly seconded by Commission , regularly passed by the unanimous vote of member of Equalization in and for Fort Bend County, Finding it to be their duty to raise the rendition for any to the respective persons, parties, and corporations
BE IT REMEMBERED, the the Commissioners' Court of F and now sitting as a Board of all members of said Board pre motion of Commissioner W. Lee Schmidt Of said Board, to-wit: WHEREAS, the Board Texas, for the year 19 79, f assessment purposes, belonging	hat on this 30th day of
BE IT REMEMBERED, the the Commissioners' Court of F and now sitting as a Board of all members of said Board premotion of Commissioner W. Lee Schmidt of said Board, to-wit: WHEREAS, the Board Texas, for the year 1979, f assessment purposes, belongin hereinafter named, from the a	hat on this 30th day of May , 1979 Fort Bend County, Texas, being regularly convene Equalization for said County, for the year 1979, with sent and participating, the following order was, upon Johnnie Pustka , duly seconded by Commission , regularly passed by the unanimous vote of member of Equalization in and for Fort Bend County, Finding it to be their duty to raise the rendition for any to the respective persons, parties, and corporations
BE IT REMEMBERED, the the Commissioners' Court of F and now sitting as a Board of all members of said Board pre motion of Commissioner W. Lee Schmidt Of said Board, to-wit: WHEREAS, the Board Texas, for the year 1979, f assessment purposes, belonging the hereinafter named, from the acceptance of the service of the s	that on this 30th day of May , 1979 Fort Bend County, Texas, being regularly convene Equalization for said County, for the year 1979, with sent and participating, the following order was, upon Johnnie Pustka , duly seconded by Commission , regularly passed by the unanimous vote of member of Equalization in and for Fort Bend County, finding it to be their duty to raise the rendition for any to the respective persons, parties, and corporations amount as originally stated in the rendition of the

	AMERADA HESS CORP BOX 2040	ATTN HOWARD M SOWERS TULSA OK	74102	9300	430
	AMOCO PRODUCTION CO	ATTN GUY L PROCTOR HOUSTON TX	77001	10200	810
	ASHLAND OIL INC	ATTN ARCH W HILLMAN HOUSTON TX	77001	17300	
	ATLANTIC RICHFIELD CO BOX 2819	ATTN C R CUNNINGHAM DALLAS TX	75221	19300	1000
	B & M OPERATING CO 11323 PEGASUS E242	% KEN E ANDREWS DALLAS TX	75238	50500	
	BRAMMER PETROLEUM INC BOX 243	GAINESVILLE TX	76240	56000	
	BUSBY, ROY A & CO 13101 PRESTON RD #210	DALLAS TX	75240	71000	
	CARRICO, MARY ANN 3460 ELLA LEE LANE	HOUSTON TX	77027	80000	
	CHAMPLIN PETROLEUM CO BOX 552	ATTN GEORGE HARGETT OK	73701	88200	1190
	CHEVRON OIL CO	ATTN A H DIMNEY TX	79702	90400	1380
	CITIES SERVICE CO BOX 300	PROPERTY TAX DEPT. TULSA OK	74102	93500	1570
	COASTAL MINERALS	HOUSTON TX	77074	97300	
•	COASTAL STATES GAS NINE GREENWAY PLAZA E	ATTN R A MEADOWS HOUSTON TX	77046	97400	1760
	COASTAL STS CRUDE GATH NINE GREENWAY PLAZA E	ATTN R A MEADOWS HOUSTON TX	77046	97450	
	COLINE OIL CORP BOX 12058	ATTN J L SPAKE AMARILLO TX	79101	100600	10
	ENSERCH CORPORATION 301 S HARWOOD	ATTN C J COLLIER JR	75201	150630	4040
	EXXON CORPORATION BOX 53	ATTN J L WINDLINGER HOUSTON TX	77001	152900	2420
	FIRST CITY N/B TRUSTEE BOX 2557 TR DEPT	HOUSTON TX	77002	159300	
	FIRST SOUTH LEASING 3715 NO SIDE PKWY NW	ATTN TERRY P THOMPS	ON 30327	159550	
	GEORGE FOUNDATION 207 SO THIRD ST	RICHMOND TX	77469	186500	
	GENERAL CRUDE OIL CO BOX 2252	ATTN ROBERT W FORD HOUSTON TX	77001	186000	2710
	GETTY OIL CO BOX 1404	ATTN LEONARD SMITH HOUSTON TX	77001	188800	2900
	GIFFORD-HILL & CO INC BOX 47127	ATTN R R FIGHTMASTE DALLAS TX	R 75247	190500	
	GULF OIL CORP P O BOX 285	ATTN A F PAGE HOUSTON TX	77001	210100	3090
	MAPCO PROD CO 800 OIL CENTER BLDG	TULSA OK	74119	341500	
	MEYERS-LASHER INC 2030 BANK OF SW BLDG	HOUSTON TX	77002	374050	
	MOBIL OIL CORP BOX 900	ATTN W F SYMINGTON DALLAS TX	75221	380500	4800
	MONROE THE	HOUSTON TX	77019	381600	
	MYERS. DOROTHY B RT 1 BOX 423	RICHMOND TX	77469	392800	
	MYERS, MARY D MRS BOX 176	% A E MYERS RICHMOND TX	77469	393600	
		•	* •		

٠	MYERS, RUBY C EST FT BEND N/B	% J W MYERS RICHMOND	ТX	77469	394200	
	PARKER BROTHERS & CO BOX 107	HOUSTON	TX	77001	417130	
	PCU OF TEXAS INC 5625 FM 1960W #409	HOUSTON	ΤX	77069	418850	
,	PENNZOIL PRODUCING CO BOX 2967	ATTN NELSE DAVI	S T X	77001	419900	4990
	PHILLIPS PETROLEUM CO BOX 1967	ATTN P LEWIS CR	OSSLE TX	Y 77001	423900	*
	RAMCO OIL CO 9821 KATY FWY #81	HOUSTON	ТХ	77024	440800	,
	RASH. R & ASSOC COLONIAL BK BLDG	AGENT GARLAND	ТХ	75042	441900	
	SHELL OIL CO BOX 2099	ATTN T W GORDON HOUSTON	ТХ	77001	488100	5180
	SOUTHERN EXPLORATION CO 900 FIDELITY UN TWR	DALLAS	TX.	75201	509800	•
	SPACE CITY OIL OPER 807 SAN MARINO	SUGAR LAND	TX	77478	510100	
	STEVENSON, PHILLIP M JR 10314 BURR OAK	SAN ANTONIO	ТX	78230	521000	
	SUN OIL CO BOX 2880	ATTN J CLARK RE		75221 - 10.0	531600	5940
	TEXACO INC BOX 52332	ATTN V H HARRIS HOUSTON	TX	77052	540400	6700
	TEXAS GULF SULPHUR CO 1804A HOUSTON CLUB BL	HOUSTON	TX	77002	541000	
	TEXAS N/B COMM TRS BOX 2558 TR DEPT	HOUSTON	ТХ	77001	542000	
	44 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	UTILITIES				10
		UTILITIES				10
	ACF INDUSTRIES BOX 2117	UTILITIES * W BROWN CHILE HOUSTON	S JR	77001	999502	10
	ACF INDUSTRIES BOX 2117 AIR PROD & CHEM INC P 0 BOX 538	% W BROWN CHILE	S JR		999502 999514	10
	BOX 2117 AIR PROD & CHEM INC	% W BROWN CHILE HOUSTON ATTN R J NICOL	S JR TX	77001		10
	BOX 2117 AIR PROD & CHEM INC P 0 BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO	% W BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN	S JR TX PA TX	77001 18105	999514	10
	BOX 2117 AIR PROD & CHEM INC P O BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO BO9 KANSAS AMERICAN TEL & TEL CO	% W BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN NEW BRAUNFELS	S JR TX PA TX	77001 18105 78130 77007	999514 999515 999516	10
	BOX 2117 AIR PROD & CHEM INC P O BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO 809 KANSAS AMERICAN TEL & TEL CO BOX 1530 AMOCO GAS CO	* W BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN NEW BRAUNFELS HOUSTON ATTN JOHN O'BAN	S JR TX PA TX TX ION TX B JR	77001 18105 78130 77007	999514 999515 999516 999518	
	BOX 2117 AIR PROD & CHEM INC P O BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO 809 KANSAS AMERICAN TEL & TEL CO BOX 1530 AMOCO GAS CO	* W BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN NEW BRAUNFELS HOUSTON ATTN JOHN O'BAN HOUSTON ATTN B R LUSCOM	S JR TX PA TX TX ION TX B JR TX S JR	77001 18105 78130 77007 77001	999514 999515 999516 999518	
	BOX 2117 AIR PROD & CHEM INC P O BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO BO9 KANSAS AMERICAN TEL & TEL CO BOX 1530 AMOCO GAS CO BOX 3092 ANDERSON. A H/P BRANDEL	* W BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN NEW BRAUNFELS HOUSTON ATTN JOHN O'BAN HOUSTON ATTN B R LUSCOM HOUSTON * W BROWN CHILE	S JR TX PA TX TX ION TX B JR TX S JR	77001 18105 78130 77007 77001	999514 999515 999516 999518 999526 999535	
	BOX 2117 AIR PROD & CHEM INC P O BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO BO9 KANSAS AMERICAN TEL & TEL CO BOX 1530 AMOCO GAS CO BOX 3092 ANDERSON. A H/P BRANDEL BOX 2117 ATCHISON TOPEKA SE RR	* W BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN NEW BRAUNFELS HOUSTON ATTN JOHN O'BAN HOUSTON ATTN B R LUSCOM HOUSTON * W BROWN CHILE HOUSTON ATTN W R BROWN	S JR TX PA TX TX ION TX B JR TX TX TX MAN	77001 18105 78130 77007 77001 77001	999514 999515 999516 999518 999526 999535	8011
	BOX 2117 AIR PROD & CHEM INC P O BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO 809 KANSAS AMERICAN TEL & TEL CO BOX 1530 AMOCO GAS CO BOX 3092 ANDERSON. A H/P BRANDEL BOX 2117 ATCHISON TOPEKA SF RR 514 SANTA FE BLDG BROWN & ROOT INC	TO BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN NEW BRAUNFELS HOUSTON ATTN JOHN O'BAN HOUSTON ATTN B R LUSCOM HOUSTON TW BROWN CHILE HOUSTON ATTN W R BROWN AMARILLO ATTN DENNIS BOW	S JR TX PA TX TX ION TX B JR TX TX TX MAN	77001 18105 78130 77007 77001 77001 77001	999514 999515 999516 999518 999526 999535	8011
	BOX 2117 AIR PROD & CHEM INC P O BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO 809 KANSAS AMERICAN TEL & TEL CO BOX 1530 AMOCO GAS CO BOX 3092 ANDERSON. A H/P BRANDEL BOX 2117 ATCHISON TOPEKA SF RR 514 SANTA FE BLDG BROWN & ROOT INC BOX 3 BESTWAY TUBE & STEEL CO	* W BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN NEW BRAUNFELS HOUSTON ATTN B R LUSCOM HOUSTON * W BROWN CHILE HOUSTON ATTN W R BROWN AMARILLO ATTN DENNIS BOW HOUSTON	S JR TX ER	77001 18105 78130 77007 77001 77001 77001 79171	999514 999515 999516 999518 999526 999535 999550	8011
	BOX 2117 AIR PROD & CHEM INC P O BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO 809 KANSAS AMERICAN TEL & TEL CO BOX 1530 AMOCO GAS CO BOX 3092 ANDERSON. A H/P BRANDEL BOX 2117 ATCHISON TOPEKA SF RR 514 SANTA FE BLDG BROWN & ROOT INC BOX 3 BESTWAY TUBE & STEEL CO BOX 35038 BRONCO PIPELINE	* W BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN NEW BRAUNFELS HOUSTON ATTN JOHN O'BAN HOUSTON * W BROWN CHILE HOUSTON ATTN W R BROWN AHARILLO ATTN DENNIS BOW HOUSTON HOUSTON ATTN DENNIS BOW HOUSTON ATTN M A SCHROD	S JR TX ER	77001 18105 78130 77007 77001 77001 77001 77001 77035	999514 999515 999516 999518 999526 999535 999550 999552	8011
	BOX 2117 AIR PROD & CHEM INC P O BOX 538 ALAMO EXPLOSIVES CO BOX 393 ALLIED TOWER CO BO9 KANSAS AMERICAN TEL & TEL CO BOX 1530 AMOCO GAS CO BOX 3092 ANDERSON. A H/P BRANDEL BOX 2117 ATCHISON TOPEKA SF RR 514 SANTA FE BLDG BROWN & ROOT INC BOX 3 BESTWAY TUBE & STEEL CO BOX 35038 BRONCO PIPELINE DOW CHEM USA CAPITAL CITIES BRDCSTG	* W BROWN CHILE HOUSTON ATTN R J NICOL ALLENTOWN NEW BRAUNFELS HOUSTON ATTN JOHN O'BAN HOUSTON ATTN B R LUSCOM HOUSTON ATTN W R BROWN CHILE HOUSTON ATTN DENNIS BOW HOUSTON HOUSTON ATTN DENNIS BOW HOUSTON ATTN M A SCHROD FREEPORT	STX PA TX	77001 18105 78130 77007 77001 77001 77001 77001 77001 77035	999514 999515 999516 999518 999526 999535 999550 999552	8011

CITICORP LEASING INC BOX 52332	ATTN V H HA	RRIS	77052	999558	
COASTAL BUTANE CO BOX 192	ROSENBERG	TX	77471	999559	
COMPUJOIST CORP	STAFFORD	ΤX	77477	999560	
CONTINENTAL TELEPHONE 1011 STEMMONS TOWER S	% GEO MCELR Dallas	SZA 3 YO	0C 75207	999562	
CORONADO TRANS CO BOX 165	ATTN JOE A CORPUS CHRS		78403	999563	
DIGITAL SCIENTIFIC 11455 SORRENTO VALLEY	SAN DIEGO	CA	92121	999564	
DOW CHEMICAL CO BOX 3387	ATTN DENNIS	HAEFNER TX	77001	999566	
DRISKNOLL-WELLS PROD	HOUSTON	ТX	77027	999568	
EDISON PIPE/TUBING CO	ATTN JIM MU ST LOUIS	JRPHY MO	63101	999569	
E I M CO INC BOX 8	ATTN WM MCC MISSOURI CI	ONALD TY TX	77459	999571	
ENSERCH CORP-LSG DIV 3D1 S HARWOOD	ATTN C J CO	OLLIER JR	75201	999572	
ENSERCH EXPLORATION BOX 2649/1817 WOOD ST	ATTN GLENN Dallas	GREEN	75201	999574	4230
ENTEX INC BOX 2628	ATTN J E BE	EAN TX	77001	999576	10
EXXON GAS SYSTEM BOX 53	ATTN J L W:	INDLINGER TX		999577	4.
EXXON PIPELINE CO BOX 53	ATTN J L WI Houston	INDLINGER TX	77001	999578	8390
FLEET LEASING CO OF AM 24600 PLYMOUTH RD	DETROIT	MI	48236	999581	
FT BEND TELEPHONE CO BOX 1127	ATTN L T L.	ATHMAN TX	77471	999582	•
FLEXICORE OF TX INC P 0 BOX 45849	HOUSTON	TX	77045	999583	
FORT BEND UTILITIES CO	ATTN R E H Sugarland	ENDERSON TX	77478	999585	
FRESNO MFDG CO BOX 1195	FRESNO	TX	77545	999587	
FRESNO STRUCT & FAB BOX 1195	FRESNO	ТX	77545	999588	
GAYLORD BROADCSTG BOX 1439	HOUSTON	ТX	77001	999589	
GENERAL TELEPHONE CO BOX 1001	ATTN GAITH San Angelo	ER PADDOC	CK 76902	999590	8430
GEOPHYSICAL EQUIP MFGR BOX 34009	ATTN BEN M HOUSTON	DAZZIO TX	77034	999593	
GREENE, DURWOOD CONST COLONIAL BK BLDG	% R RASH & GARLAND	ASSOC TX	75042	999596	
GULF REFINING CO P O BOX 285	ATTN A F P HOUSTON	AGE TX	77001	999598	8500
GULF OIL CORP-MKTG BOX 285	ATTN A F P Houston	AGE TX	77001	999600	
GULF STATES TUBE CORP BOX 808	ATTN J E J ROSENBERG	UNKER	77471	999606	
GULF TELEVISION CORP 7211 HILLCROFT RM 4	ATTN RAY A HOUSTON	RTERBURN TX	77081	999614	
HEATRAN INC 361 S ROBERTSON BLVD	ATTN HAROL Beverly Hi		90211	999617	

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HINES. GERALD L 2100 POST OAK TOWER	ATTN K M HARDIN HOUSTON	T X	77002	999618	·.
HINRICHS, JACK F BOX 308	MISSOURI CITY	ТХ	77459	999619	
HOLLAND. JOHN G CONST BOX 36265	ATTN JOHN G HOL	LAND	77036	999622	
HOUSTON CONS TELEVISION BOX 12	HOUSTON	ТX	77001	999624	4
HOUSTON FABRICATING CO	HOUSTON	TX	77040	999626	
HOUSTON HEAT EXCHANGERS 8310 MCHARD RD	ATTN RICHARD ST	OVE	77045	999627	•
HOUSTON LIGHT/POWER CO BOX 1700	ATTN HAROLD HAS	SAN TX	77001	999630	8570
HOUSTON NATURAL GAS CO BOX 1188	ATTN W J SOKOL HOUSTON	ΤX	77001	.999635	3280
HOUSTON PIPE LINE CO BOX 1188	ATTN W J SOKOL HOUSTON	ТX	77001	999646	8640
H N G PROPANE CO BOX 1188	ATTN W J SOKOL HOUSTON	TX .	77001	999650	
INDIÁN HEAD CORP 1211 AVE OF AMERICAS	NEW YORK	NY	10036	999655	
INTERCAP LEASING BOX 1530	ATTN JOHN OBANI HOUSTON	ON	77001	999663	
INTERNATE BUS MACHINES	ATTN J J FON ARMONK	NY	10504	999670	
JEFFERSON LAKE SULPHUR BOX 1185		EARD TX	77001	999675	
KELLEY, RAY E JR BOX 52332	% TEXACO INC HOUSTON	ΤX	77052	999676	
LITTLE , R B INC BOX 36230	ATTN D E ERWIN	TX	77036	999680	
LONE STAR INDUSTRIES 718 EMPIRE CENTRAL	DALLAS	Τχ	75247	999681	
LOTT. H A BOX 36303	ATTN H A LOTT HOUSTON	ΤX	77036	999682	10
LYNN ELLIOTT CO PIKE RD-BOX 428	MISSOURI CITY	Τχ	77459	999684.	
MAGNETIC ANALYSIS CORP 535 SOUTH 4TH AVE	MT VERNON	NY	10550	999686	
MAYES BROS INC BOX 250	ATTN PAUL BARCL ORCHARD	. A Y T X	77464	999687	
MCDONOUGH CO-HOUSTON SH BOX 348	HOUSTON	ТX	77001	999688	
MISSOURI-KANSAS RR CO 701 COMMERCE	ATT B CAVANAUGH	ł TX	75202	999694	
MISSOURI PACIFIC RR CO 505 N INDUSTRIAL BLVD	ATTN G H KADING	JR TX	75207	999696	
MOHAWK DATA SCIENCE PALISADE ST	ATTN JOHN R KIN HERKIMER	IPLE NY	13350	999697	•
MOORE PETROLEUM SERVICE BOX 305	MISSOURI CITY	ΤX	77459	999698	
MORTGAGE & TR INC BOX 285	ATTN A F PAGE HOUSTON	ТX	77001	999700	
MUNICIPAL PIPE & FAB CO BOX 35199	HOUSTON	тх	77035	999702	
MUSTANG PIPELINE CO BOX 7444	ATTN S W SAYRE LONGVIEW	ТX	75601	999710	
NALCO CHEMICAL CO 2901 BUTTERFIELD RD	OAK BROOK	IL	60521	999718	

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• .	NATIONAL COUPLING CO 1316 STAFFORDSHIRE RD		77477	999722	
	NATURAL GAS PL CO OF AM BOX 283	ATTN B H TOWNSEND HOUSTON TX	77001	999734	8850
	OLD OCEAN FUEL CO BOX 970	ATTN A L BRAMLEY FT WORTH TX	76101	999742	
	PARKER BROS & CO INC BOX 107	ATTN J W TRIMBLE TX	77001	999748	
	PERTEC COMPUTER CORP BOX 92300	LOS ANGELES CA	90009	999750	,
	PETROLITE CORP BOX 2546	ATTN J T BADGETT HOUSTON TX	77001	999755	
	PHILLIPS PIPE LINE CO BOX 1967	ATTN P LEWIS CROSSLE HOUSTON TX	Y 77001	999758	
	QUIP SYSTEMS BOX 53	ATTN J L WINDLINGER HOUSTON	77001	999760	
	RICHARDS DRILLING CO BOX 1149	BAY CITY TX	77114	999761	
	PLICOFLEX INC P O BOX 45829	ATTN W H MCQUORRIE HOUSTON TX	77045	999762	
	ROLLIGAN CORP 10635 BRIGHTON LN	ATTN JOHN G HOLLAND STAFFORD TX	77477	999763	
	SAUK BUILDING CORP 2537 COUNTRY CLUB DR	ATTN LYNN HUGHES OLYMPIA FLDS IL	60461	999764	
	SAVAGE LABORATORIES INC BOX 1000 SAVAGE PLAZA	ATTN FRANK FLACK MISSOURI CITY TX	77459	999766	
	SHELL PIPE LINE CORP BOX 2099	ATTN T W GORDON HOUSTON TX	77001	999767	8990
	SEAWAY PIPELINE INC BOX 1967	ATTN J W CRADDOCK HOUSTON TX	77001	999768	
	SOUTHERN PACIFIC TRANS BOX 1319	ATTN E L KEYSER HOUSTON TX	77001	999774	10
	SOUTHWESTERN BELL TEL BOX 1530	NOINABO NHOL NTTA	77001	999782	9061
	SPERRY RAND CORP 1290 AVE OF AMERICAS	ATTN JOHN J BYRNES NEW YORK NY	10019	999786	
	SPERRY-SUN WELL SURV CO BOX 2880	ATTN R L BODENHAMER DALLAS TX	75221	999790	
	STAFCO INC BOX 610	STAFFORD TX	77477	999792	
	STROMBERG-CARLSON LSG 10151 CORPORATE SO	ATTN ANN MCHALE ST LOUIS MO	63132	999794	
	SUGARLAND TELEPHONE CO BOX 650	SUGARLAND TX	77478	999798	
	SYCOR INC 100 PHOENIX DR	ATTN NELSON MENZELL ANN ARBOR MI	48104	999799	
	TDW SERVICES INC BOX 2217	TULSA OK	74101	999804	
٠	TENNECO INC BOX 2511	ATTN VINCENT HUDSON HOUSTON TX	77001	999806	9130
	TEL-TEX/US LEASING 915 G INDUSTRIAL	ATTN S F TURNER SAN CARLOS CA	94070	999807	
	TENNEGASCO GAS BOX 2511	ATTN VINCENT M HUDSO HOUSTON TX	0N 77001	999808	
	TEXAS EASTERN TRANS CO P O BOX 2521	ATTN ROBT O JOHNSON HOUSTON	77001	099814	
	TEXAS EASTMAN CO BOX 7444	ATTN S W SAYRE Longview tx	75601	999822	
	TEXAS INSTRUMENTS INC 321 SAN JACINTO BLDG	HOUSTON TX	77002	999830	
			the second second second		A STATE OF STATE OF

PETRONOMICS INC FORT BEND COUNTY 347 TOWN & COUNTRY VILLAGE HOUSTON TX 77024 IIFFANY STONE & BRICK 805ENBERG TX 77471 IRANSCO GAS PL CO ATTN ROBERT FRENSLEY 999846 9 HOUSTON TX 77001	270
TRANSCO GAS PL CO ATTN ROBERT FRENSLEY 999846 9	270
777040. 7	270
TRANSCONTINENTAL GAS BOX 1396 HOUSTON TX 77001	
TROY CONSTRUCTION CO BOX 45862 HOUSTON TX 77045	
TRUCKERS INC 999858 BOX 337 STAFFORD TX 77477	
TRUNKLINE GAS CO ATTN T M WELLSPRING 999862 9 BOX 1642 HOUSTON TX 77001	410
UNION CARBIDE CORP 270 PARK AVE NEW YORK NY 10017	
UNITED GAS PIPE LINE CO ATTN E E PROSKE 999878 9 BOX 1478 TX 77001	480
UNITED STATES INSTR ATTN JIM SARMIENTO 999881 633 BATTERY ST SAN FRANCISCO CA 94111	•
UNITED TEXAS TRANS CO ATTN E E PROSKE 999882 BOX 1478 HOUSTON TX 77001	-
UTILITY SUPPLY CO 999884 6825 WALLISVILLE RD HOUSTON TX 77020	
VALLEY PIPE LINE INC ATTN W J SOKOL 999886 P O BOX 1188 HOUSTON TX 77001	
WARREN PETROLEUM CORP ATTN A F PAGE 999894 99 HOUSTON TX 77001	550
WESTERN UNION DATA SERV ATTN W H DUFFE 999901 70 MCKEE DR MAHWAH NJ 07430	
WESTERN UNION TELEGRAPH ATTN C L WISHART 999902 90	520
KEN E ANDREWS & CO AGENTS	
11325 PEGASUS ST #E-242 DALLAS TX 75238	10
CLARKE & CO AGENTS 999972 91 2510 TIMES BLVD HOUSTON TX 77005	315
CULLERS & BAILEY AGENTS 999974 98 BOX 3499 ABILENE TX 79604	330
Q D EDWARDS JR AGENTS 999976 98 2210 SANTA FE DR. WEATHERFORD TX 76086	3 4 5
HARDING & EAVES AGENTS 999979 984615 SW FREEWAY #760 HOUSTON TX 77027	370
JAS A HALL & ASSOC AGENTS 999980 98515 CULLEN CTR BK BLG HOUSTON TX 77002	375
KIRKWOOD & DARBY AGENTS 999982 91511 CNB BLDG FT WORTH TX 76102	390
PROPERTY TAX SERVICE CO AGENTS 718 EMPIRE CENTRAL BG DALLAS TX 75247	905
321 SAN JACINIO BLOG HOUSTON TX 77002	921
1545 MUCKINGBIRD 2020 DALLAS TX 75235	935
13612 MIDWAY RD #610 DALLAS TX 75240	950
CORPUS CHRIST TX 78412	965
HOUSTON TX 77002	980
3131 TURTLE CR #1002 DALLAS TX 75219	995
PROPERTY TAX SERVICE HOUSTON TX 77036 510 COLONIAL SAVINGS TWR 6200 SAVOY	

10

CITATION ORDER 1979 FORT BEND COUNTY

THOS Y PICKETT & CO INC 4464 SIGMA ROAD

DALLAS

TX 75234

999999

WHEREFORE, it is ordered that the County Clerk of Fort Bend

County, Texas, give to each of the parties, firms and corporations listed above,
written notice that the Board of Equalization desires to raise the assessment on the
property so rendered by each of them respectively, and that said Board has designated
and fixed the 12th. day of June , 1979, et seq., at 9:00

o'clock A.M., at which time it will further consider all evidence then before it,
and finally determine, fix and equalize the value of said property for the purpose of
taxation for the year 1979. The Clerk shall, in addition to the personal written
notice to each of the parties heretofore named, give notice of the meeting of said
Board of Equalization by publication in some newspaper published in said County, said
publication to be made not less than ten days prior to the above date.

BY ORDER OF THE BOARD OF EQUALIZATION.

County Judge and Chairman of the Board of Equalization

RE: REPORT ON SH-36 ASSOCIATION MEETING IN BELLVILLE:

On MOtion of Commissioner Ed. H. Helwig, seconded by Commissioner
W. Lee Schmidt and duly passed, the court ordered that the Commissioner Court join
the Highway 36 Association;

Report as follows:

Just What Is The State Highway 36 Association

For many years community leaders along the entire route of SH-36 have been aware of the great need for constant upgrading of the route to better serve the traveling public throughout the State of Texas. Through the years there have been "spurts" of effort to accomplish this task. During these several periods of effort, there have been considerable improvements made along the route by working in cooperation with the State Highway Department of the cities and counties involved. As the total population of Texas and certainly of the area served by SH-36 has grown, then it becomes more and more apparent of the great need for improvements along this route. The SH-36 Association that is now in the process of being organized and which is now conducting their major campaign along the route for membership in the Association recognizes the problems involved are many and that the process will certainly be long and drawn out but only through the continued effort of as many citizens as possible along the entire route will we be able to secure the support necessary to provide improvements to upgrade this route to the primary status it has been granted by the State Department of Highways and Public Transportation. 10

Every Citizen of the State is for good highways anywhere, but to secure improvements along this route the recently formed SH-36 Association needs your membership support in order to provide the officers of the Association with the funds to prepare statistical data, current statistics of the route, and to prepare documents, maps, and charts for presentation to district highway engineers all along the route and eventually to the State Highway Commissioners.

The sole purpose for which this organization has been formed is to provide a cooperative effort for the entire length of this ribbon of highway from Abilene lexas, to the very water's edge at the Gulf of Mexico to do everything we can to secure the fastest development possible of improvements along the entire route.

There has been during all of the meetings of the SH-36 Association constant discussions regarding the prospect of the extension of an interstate designation from somewhere in the area of Lubbock and is in a general southeastern direction to tie in at some point with IH-10. The purpose of the SH-36 Association is to secure improvement along the route, and then if and when such a designation of SH-36 for such an interstate designation would be much better than if we were not well organized.

The officers of this Association encourage every citizen in every community along the route to certainly become a member and since the annual dues established for the Association has been set at only \$10.00. City officials and chambers of commerce officials in cities along the route will accept your membership and checks should be made payable to the SH-36 Association and they may be mailed to the headquarters office of the Association at Post Office Box 158, Temple, Texas 76501.

RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR A CRAWLER TRACTOR FOR THE SANITARY LANDFILL ON A RENTAL PURCHASE BASIS AND/OR CASH PURCHASE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to advertise for bids for a Crawler Tractor for the Sanitary Landfill on a Rental Purchase basis and/or cash purchase.

The court recessed at 2:45 o'clock P.M. until Friday June 1, 1979 at 9:00 o'clock A.M.

The Court re-convened at 9:00 o'clock A.M. on June 1, 1979, when the following order was had.

RE: APPROVE BILLS:

All accounts shown in minutes of Accounts of Payroll Journal and Warrant Register, in the County Auditor's office, as approved by the Commissioners' Court in person in May (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed and approved.

There being no further business the courtadjourned at 12:00 o'clock

Noon.

COUNTY JUDGE

ATTEST/:

COUNTY CLERK

E Commissioner Precinct #1

Johnnie Pustka

Selmotomissioner Precinct #2

. Lee Schmidt

Commissioner Precinct #3

Tony Vebbia

Commissioner Precinct #4

Ed. H. Helwig

MAY 1979

FBC UNLIMITED TAX ROAD BONDS SER. '62-'66 SIN	KING FUND	
Ourstanding 5-1-1979\$35,568.75	\$35,000.00	
7 Coupons Nos. 33 Off Bds. #42 thru #48 at 81.25 Received 7 Bds. Nos. 42 thru 48 @\$5,000.00	\$ 568.75	\$35,000.00
Received 7 Coupons No. 33 Off Bds. #42 thru #48 @ 81.25		\$ 568.75
	\$35,568.75	\$35,568.75
FBC TIME WARRANTS SER. 1969 SINKING FUND Outstanding 5-1-1979 10 Time Varr # 79 thru #88 at \$1,000.00	\$10,000.00	
10 Coupons # 19 Off Bds.#79 thru #38 at \$30.00 Received 10 T/Warr # 79 thru #88 @\$1,000.00 Received 10 Cpns #19 Off Bds.#79 thru #88	\$ 300.00	\$10,000.00
at \$30.00		\$ 300.00
	\$10,300.00	\$10,300.00

FT BEND CO ROAD DISTRICT NO. 4 SERIES 1940 BOND Outstanding 5-1-1979 - - - \$50.00 2 Int. Coupons No. 77 Off 3ds. 166 & 167 50.00 at \$25.00

FT BEND COUNTY ROAD DISTRICT NO. 8 SER 1927 BOND Outstanding 5-1-1979 - - - \$ 110.00 4 Int Coupons #59 Off 3ds. 210-212-214-216 at \$27.50

110.00

FORT BEND COUNTY BOND STATEMENT

MAY 12979

FT BEND COUNTY TIME WARRANTS SER. 1969	S	INKING FUND	
Received 10 Time Varrants #79 thru #88	•		
at \$1,000.00	\$	10,000.00	
Received 10 Coupons No. 19 Off Bds. 79 thru #88 at \$30.00		300.00	•
	\$	10,300.00	 -

Ft. Bend County UNLIMITED TAX RD BDS SER.1962 SINK. FD Received 7 Bonds # 42 thru #48 @5,000.00 \$ 35,000.00 Received 7 Coupons # 33 Off Bds. 42 thru 48 at 81.25 568.75

\$ 35,568.75

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 4th day of June, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka/

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia/

Commissioner Precinct #3

Ed: H. Helwig/

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Special Session of May 30th, 1979.

T RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository pledge contracts.

10

RE: OPEN BIDS FOR DCDEFIBRILLATORS FOR FORT BEND COUNTY AMBULANCE DEPARTMENT:

No bids for DC leftbrillators for the Fort Bend County Ambulance Department were received at this court meeting.

RE: ADVERTISE FOR BIDS FOR ONE OR MORE DUMP TRUCKS FOR FORT BEND COUNTY:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to advertise for bids for one or more dump trucks for Fort Bend County.

RE: APPROVAL OF PAYMENT OF BILL TO RAY B. BAILEY ARCHITECTS, INC. FOR THE RESTORATION AND REMOVATION OF THE FORT BEND COUNTY COURTHOUSE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Hel and duly passed, the court authorized the payment of \$9,750.00 to Ray B. Bailey Architects, Inc. for 20% completion of Total project services for the restoration and renovation of the Fort Bend County Courthouse. Bill as follows:

Invoice No. 7901.3

ARCHITECTURAL SERVICES PHASE II: Partial completion of design development, cost analysis, and related client meetings for the restoration and renovation of the Fort Bend County Courthouse, Richmond, Texas, from April 1 through April 30, 1979.

BASIC SERVICES:

20% Completion of Total Project Services

\$1,500,000 x .13 x .20 = Less Invoices 7901.1,2

\$39,000.00 -29,250.00 eve j T

Total This Invoice:

\$ 9,750.00

5 RE: APPROPRIATION OF \$4500.00 OF ROTATING FUNDS FROM THE COUNTY TO THE FULSHEAR FIRE DEPARTMENT:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized the appropriation of \$4500.00 of rotating funds from the County to Fulshear Fire Department toward the purchase of a fire truck.

RE: ORDER TO TENTATIVELY ACCEPT THE LOW BID OF WILLO PRODUCTS CO. INC. OF DECATOR, ALABAMA, FOR DETENTION EQUIPMENT FOR THE NEW FORT BEND COUNTY JAIL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered to tentatively accept the low bid of Willo Products, Co. Inc. of Decator Alabama, for detention equipment for the new Fort Bend County jail. Bid being in the amount of \$718,315.00.

10

RE: ADULT PROBATION OFFICER - APPROVAL TO AMEND THE BUDGET FOR ADDITIONAL FUNDS:

Adult Probation Officer, Al.Dobson appeared before the court, asking for the amendment to his budget for additional funds to pay for the purchase of office dividers used in their office located at the City Hall in Richmond and also, the payment of rental and utilities for the remaining five months. He was asked to appear before the court next court meeting to present bills for expenditures.

RE: APPROVE EMPLOYMENT OF STEVEN DOUGLAS MONK AS AN ADULT PROBATION OFFICER FOR FORT BEND COUNTY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the employment of Steven Douglas Monk to work in the Adult Probation office, as appointed by the District Court of the 23rd Judicial District and the 130th, 240th, and 328th District Court of Fort Bend County, at a salary of \$1125.00 per month and travel at \$150.00 per month and the benefits as well, which will be defrayed, by whatever expenditures that the county may incur, be defrayed by the State in reinbursement thereof. Order of appointment as follows:

IN RE:

X IN THE DISTRICT COURT

X OF

STEVEN DOUGLAS MONK

X FORT BEND COUNTY, TEXAS

ORDER

TT IS HEREBY ORDERED that Steven Douglas Monk, of Fort Bend

IT IS HEREBY ORDERED that Steven Douglas Monk, of Fort Bend County, Texas, be appointed as an Adult Probation Officer of the 23rd Judicial District and of 130th, 240th, and 328th District Courts of Fort Bend County, Texas, effective June 1, 1979.

IT IS FURTHER ORDERED that effective June 1, 1979, his salary begin at \$1125.00 per month, travel at \$150.00 per month.

EXECUTED on the /O day of // A.D., 1979.

Judge, 23rd Judicial District

Judge, 130th Judicial District

Judge, 240th Judicial District

Judge, 328th Judicial District

COUNTY OF FORT BEND

I. IRLINE WLECZYK

I. IRLINE WLECZYK

I. District Clerk bit of Bend County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record now in my lawful custody and possession as appears of record in eBR Vol.

COURT, on file in my office.

Witness my official hand and seal of plic at Richmond.

Texas, this Aday of Page 1979

IDENTIFY WITH WITH TEXAS

Fort Bend County, Texas

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-3–

RE: RICHARD SELLEH, GRANT COORDINATOR GAVE REPORT ON NEW CETA REGULATIONS:

Richard Selleh, Grant Coordinator gave a report on new CETA regulations.

New application for CETA grant for Title VI program will be for 18 months period.

Also, next year the CETA program may be cut 25%.

10 RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO GENERAL TELEPHONE COMPANY ALONG HERMAN SULAK ROAD AT EAST BERNARD, TEXAS IN PRECINCT #4:

On Motion of Comissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for and permit granting telephone cable crossing to General Telephone Company along Herman Sulak Road at East Bernard, Texas in Precinct #4, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

Judge's office of Fort Bend County.

COMES NOW GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

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acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of this cable. Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

EXECUTED i	n quadruplicate	originals	this	16th	day	of	May	· .	
19_79								• •	

General Telephone Company of the SW

Project Coordinator

ATTEST: Secretary

Seal (if corporation)
(permit approval on back of this page)

PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the 4 day of ______ _ 19<u>79</u>, on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

> > 10

By: Jodes E. Mirn

Gounty Judge

ISSUED 7-29-77 EFFECTIVE 9-28-76 DOCKET 9

GIE

GENERAL TELEPHONE COMPANY OF THE SOUTHWEST TEXAS GENERAL EXCHANGE TARIFF MAP SUPPLEMENT SECTION 6

East Bernard, Texas Exchange Area Boundary

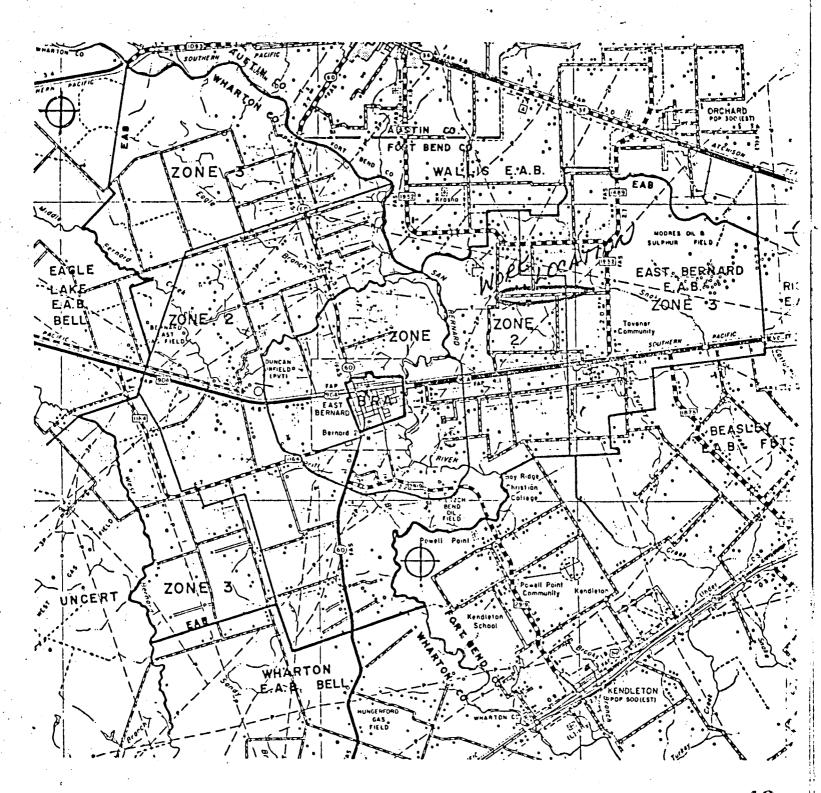
Exchange Area Boundary

First Revised SHEET NO. 77A
CANCELLING Original SHEET NO. 77A

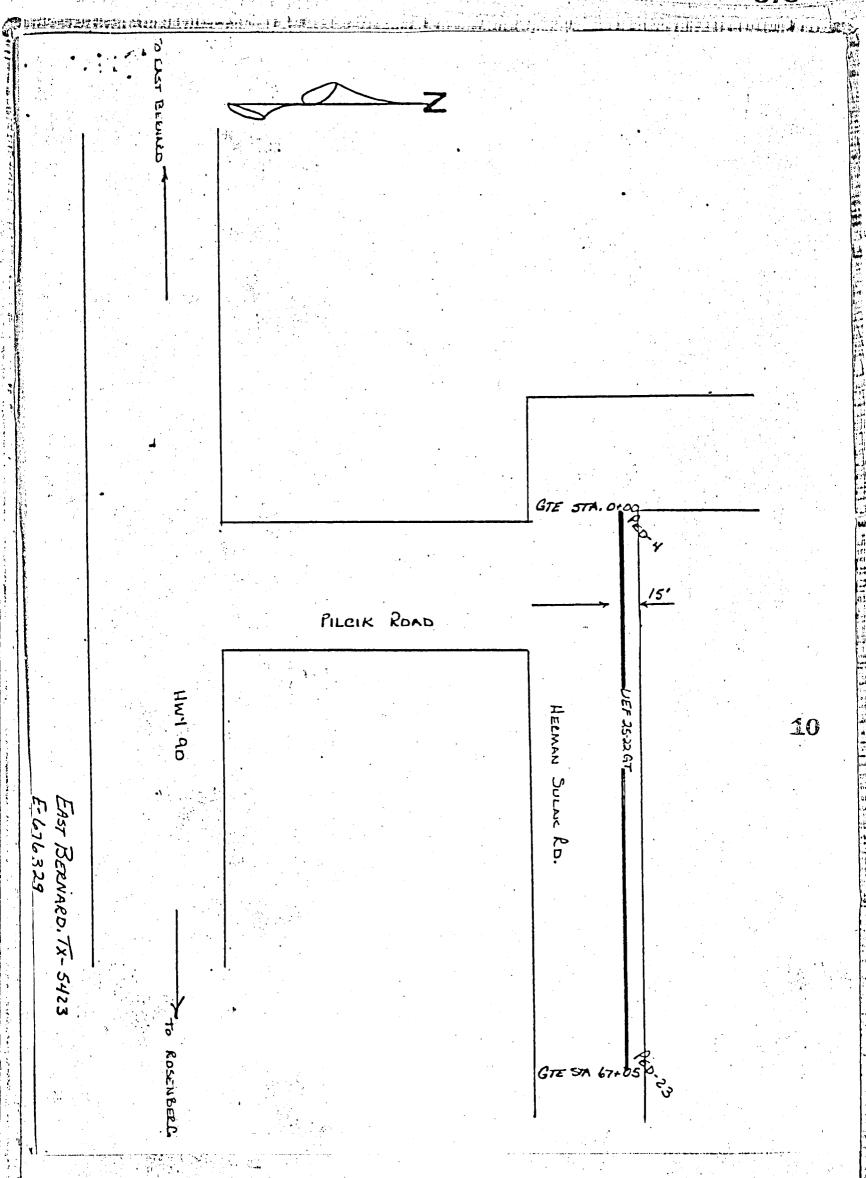
ALL BOUNDARIES ARE 600 FEET FROM ROADS UNLESS OTHERWISE NOTED

1 inch = 2 mi.

R. REX BAILEY
VICE PRESIDENT--REVENUE REQUIREMENTS



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RE: JOYCE TOMPKINS COUNTY AUDITOR GAVE A REPORT ON ATTENDING THE AUDITORS INSTITUTE IN AUSTIN, TEXAS:

County Auditor Joyce Tompkins gave a report on attenting the Auditors

Institute in Austin, Texas on May 16, 1979 at the LBJ School of Public Affairs.

The topic of discussion was General Revenue Sharing, State governing County purchasing,

Purchasing relationship with state of control, Director of Ad Valorem tax division &

Office of Comptroller, discuss truth in taxation.

n da dammagen es en control y e<u>s policionales s</u>alten este a "Accepturales de é as de Activités destatantes en comb

RE: ORDER TO ADVERTISE TO EMPLOY AN ADMINISTRATIVE ASSISTANT TO THE DISTRICT ATTORNEYS' OFFICE TO BE A LEGAL ADVISOR TO THE COUNTY GOVERNMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H.

Helwig, and duly passed, the court ordered to advertise to employ an Administrative

Assistant to the District Attorneys' office to be a legal advisor to the County

Government.

3 RE: DISCUSSION OF COURTHOUSE ANNEX WITH ARCHITECT CHRISTOPHER DISTEFANO:

Architect Christopher DiStefano discussed with the Commissioner the progress on the Courthouse Annex. He told the court that the construction on the courthouse Annex has reached a stalemate. Contractor P. G. Bell is waiting for an elevator and panels of marble to be delivered. He was asked to report back to the court on June 7 at 2:00 o'clock P.M.

The Court recessed at 11:00 o'clock A.M. until June 7, 1979 at 2:00 o'clock P.M.

The Court re-convened at 2:00 o'clock P.M. on June 7, 1979, when the following order was had.

-4-

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RE: OPEN BIDS FOR THE GENERAL CONTRACTOR FOR THE NEW FORT BEND COUNTY JAIL:

The following bids were opened for the General Contractor for the New Fort Bend County Jail.

- 1. BFW Construction Co. Inc. of Temple Texas in the amount of \$3,176,000.00
- 2. S&S Contracting Company of Houston, Texas in the amount of \$3,072,000.00
- 3. Spaw-Glass Inc. of Houston, Texas in the amount of \$3,149,000.00

The bids will be reviewed by the Architect and bids will be accepted on June 18, 1979 Court meeting.

There being no further business, the court adjourned at 2:10 o'clock P.M.

ATTEST:

COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 11th day of June, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the minutes of Special Session of June 4, 1979, with minor corrections.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

10

RE: ACCEPT BID OF PHYSIO-CONTROL OF ARLINGTON, TEXAS, FOR 2 DC DEFIBRILLATORS FOR THE FORT BEND COUNTY AMBULANCE SERVICE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie

Pustka, and duly passed, the court accepted the bid of Physio-Control of Arlington,

Texas for 2 DC Defibrillators in the amount of \$5,280.00 to be paid for out of the

fund donated to the Paramedic Fund.

RE: JUSTICE OF PEACE PRECINCT #3 LEE EGUIA: REQUEST FOR PERMISSION TO HOLD COURT AT THE PRESENT LOCATION OF HIS OFFICE AT 630-FM 1092 - SUITE 105 AT STAFFORD, TEXAS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized Justice of Peace Precinct #3 Lee Eugia to hold court at the present location of his office at 630 - FM 1092 Suite 105, Stafford, Texas.

RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR SALE OF FLAT CAR FROM PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to advertise for bids for the sale of a flat car from Precinct #3:

RE: REVIEW MONTHLY FEE COLLECTION REPORTS:

The Court reviewed the monthly fee collection reports. Fee Officer's Reports as as follows:

FEE OFFICER'S REPORTS COMMISSIONER'S COURT

MAY, 1979

	COUNTY JUDGE	\$	610.80
	COUNTY CLERK (FEES: \$40,303.84) (LAW LIBRARY: \$131.50)\$	40,435.34
	TAX ASSESSOR COLLECTOR (January \$12,913.04, Feb. \$167.38	\$	_57,380.12
	TAX ASSESSOR COLLECTOR (January \$12,913.04, Feb. \$167.38 March \$23,746.37 & April \$20,553.33) DISTRICT CLERK (FEES:\$ 6,931.00) (LAW LIBRARY:\$705.00))\$	7,636.00
	DISTRICT ATTORNEY	\$	1,630,50
	CHILD SUPPORT	. \$,.	768.00
	ADULT PROBATION (ALL FEES PAID TO DISTRICT OFFICE)	\$	(5,923.00) **
	JUSTICE OF THE PEACE PRECINCT # ONE (\$16,314.32)	
	CIVIL AND SMALL CLAIMS (\$ 90.00)\$	16,404.32
	JUSTICE OF THE PEACE PRECINCT # TWO (\$7,262.30)	
	CIVIL AND SMALL CLAIMS (\$ 152.00)\$	7,414.30
	JUSTICE OF THE PEACE PRECINCT # THREE (\$8,321.50)	•
	CIVIL AND SMALL CLAIMS (\$ 487.00)\$	8.808.50
	JUSTICE OF THE PEACE PRECINCT # FOUR (\$5,937.50)	
	CIVIL AND SMALL CLAIMS (\$ NONE)\$	5,937,50
	ALL JUSTICE OF THE PEACE OFFICES TOTAL ALL JP'S		10
	GRAND TOTAL FOR THIS MONTH (\$38,564.62)	
	CONSTABLE PRECINCT # ONE	\$	378.00
	CONSTABLE PRECINCT # TWO	\$	152.00
	CONSTABLE PRECINCT # THREE	. \$	123.00
	CONSTABLE PRECINCT # FOUR	\$.	141.00
	GRAND TOTAL ALL CONSTABLES FOR THE MONTH (\$ 794.00)	
	SHERIFF	\$	5.054.52
	HEALTH AND SANITATION	\$	10.70
	AMBULANCE	\$	4,439.25
	ANIMAL CONTROL (APRIL RECEIPT ONLYNo REPORT)	\$	
٠	SANITARY LANDFILL (APRIL RECEIPT ONLYNo REPORT)	\$	18,589.70

RE: MR. JAMES PATTERSON, FORT BEND COUNTY ASSOCIATION FOR RETARDED CITIZENS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the county authorized the continuation of a grant to help operate service in Fort Bend County with the Fort Bend County Association for retarded citizens. \$7500.00 to be allocated out of EP 10, Revenue Sharing Planned Use of Public allocations to the Fort Bend County Retarded Citizens.

RE: ADVERTISE FOR BIDS FOR SHELVES AND FILING CABINETS FOR THE NEEDVILLE AND STAFFORD BRANCH LIBRARIES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to advertise for bids for Shelves and Filing Cabinets for the Needville and Stafford Branch Libraries.

RE: DISCUSS COUNTY'S ABANDONMENT OF PORTION OF EASEMENT ON MIDDLE BAYOU. AT INTERSECTION OF CRABB-RIVER ROAD AND SOUTHWEST FREEWAY:

Representatives with the abandonment of portion of easement on middle bayou at intersection of Crabb-River Road and Southwest Freeway were not present to present their discussion. This was postponed until next court meeting.

${f \setminus} {\cal O}$ re: APPROVAL OF PLAT OF THE HIGHLANDS SECTION III:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia and duly passed, the court approved the plat of The Highlands Section III, a subdivision of 71.777 acres located in the Elijah Alcorn League A-1 of the Wm. Stafford League A-89, Fort Bend County, Texas.

RE: APPROVAL OF PLAT OF MISSION BEND SOUTH RETAIL RESERVE:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia and duly passed, the court approved the plat of Mission Bend South Retail Reserve, a plat showing survey and division of 2.1993 acres of land out of the T.T.R.R. Co. Survey Section 3, in A-422 in Fort Bend County, Texas.

12 RE: DISCUSSION OF NEW SUBDIVISION REGULATION:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H.

item

Helwig, and duly passed, the court approved the addendum to/20 of the Subdivison

Regulations to be as follows:

Subdivison Regulations original recorded in the minutes of Commissioners...

Court of Special Session of August 21, 1978, as follows:

.. ADDENDUM TO 20

Adequate inspection will be provided during construction of utilities, paving and drainageways by a Registered Professional Engineer to insure that the construction conforms to the plans and specifications approved by the Fort Bend County Engineering Department and all provisions of the Fort Bend County Commissioners' Court.

STATE OF TEXAS COUNTY OF FORT BEND

ON THIS THE 21st day of AUGUST, 1978, at a Special Meeting of the Commissioners' Court, sitting as a governing body of Fort Bend County, Texas, came on to be considered the necessity of revising and reorganizing policies for the approval of subdivision plats in Fort Bend County.

Upon due consideration, the Court was of the opinion that there exists a necessity for such action:

NOW, THEREFORE, by and under the authority vested in the Commissioners' Court, upon the motion of Tony Jebbia, Commissioner of Precinct #3, seconded by Paul R. Wenzel, Jr., Commissioner of Precinct #2, duly presented and carried, IT IS ORDERED, ADJUDGED AND DECREED that the following policies are hereby adopted and shall be in full force from the date hereof, to-wit:

- 1. In approving plats for recording in Fort Bend County, the Commissioners' Court will consider the general welfare of the citizens of Fort Bend County. This will include all the specific items listed below plus other considerations that are important to citizens of the area and Fort Bend County. These will include street specifications and widths, traffic flow, drainage and flood protection, sanitary sewer and water systems, recreational facilities, school sites, and any other amenity that applies to the area being considered.
- 2. These policies and any and all future additions thereto and changes thereof, will be binding in all new subdivisions or re-subdivisions in Fort Bend County, that are not within the legal limits of any incorporated city or town.
- 3. The plat and plans must be presented to the Engineer at least fourteen (14) days prior to the Commissioners' meeting at which time the plat can be approved for record.

- 4. Construction plans are to be approved by the Engineer before the plat is presented to Commissioners' Court for approval.
- 5. No construction is to begin until the plat has been approved by the Commissioners' Court and filed.
- o. All plats must be made on tracing linen or equal with India Ink. This original tracing is to be filed in the County Clerk's Office as a permanent record.

 If the applicant requires a duplicate original of the plat with signatures, he must submit a reproduced tracing along with the original. He must also furnish a print of the plat for the County' file.
- 7. In the upper right hand corner the plat must provide a small scale key map showing the location of the subdivision with reference to well-known fixed points in Fort Bend County.
- 8. All streets indicated on the plat are to have a minimum width of sixty (60) feet, and dedicated to the use of the general public. Minimum specifications for streets are given on the attached plat, and said plat is made a part of this policy statement.
- 9. Fort Bend County will approve fifty (50) foot street right-of-way where the following requirements are met:
 - A. The streets to be paved with a 28 foot wide back to back concrete curb and gutter.
 - B. The streets serve detached single family homes.
 - C. The right-of-way to be used for street paving, storm sewer and water lines only. Any additional utilities will require a seperate utility easement or wider street right-of-way.
 - D. The street not to extend into any other land use.

- E. Street to be a loop not to exceed 1,000 feet; dead end with permanent turnaround not to exceed 800 feet, or an interior street that does not exceed one (1) block (1,400) feet in length. The Fort Bend County Commissioners' Court and Fort Bend County Drainage District Engineer will determine which streets meet the requirement.
- F. No manholes under or in pavement.
- G. No utility lines under pavement except at perpendicular crossings.
- H. Minimum sixteen (16) foot utility easement at rear of lots.
- 10. On all streets with curbs and gutters the plasticity index of the subgrade soil shall be determined by the A A S H O method of testing. When the P. I. exceeds 20, subgrade will be lime stablized to a depth of six (6) inches in accordance with City of Houston specifications.
- The plat and plans as submitted for approval and filing must show the line and grade of proposed streets and side ditches, drainage ditches, utility easements and the course and location of all existing pipelines or pipeline easements through such proposed subdivision. The plat must provide a note stating that all existing pipelines or pipeline easements through the proposed subdivision have been shown or that there are no existing pipelines or pipeline easements within the limits of the proposed subdivision. The plat must also show one foot interval contour lines.
- 12. Each lot shall be provided with an adequate (minimum 18 inches or equivalent)(unless otherwise approved) culvert or other approved entrance structure and the size and design of the entrance structure is to be included on the plans submitted.
- 13. Fort Bend County Commissioners' Court requires that side walks will be built within all right-of-way dedicated to the Public. The sidewalks will be within the road right-of-way, four (4) feet in width, four and one half (4 1/2) inch thichness, constructed with five (5) sack

steel reinforced concrete. All side walks will have a slope toward the street 1/4 inch to 1/2 inch per foot.

- 14. Subdivisions with all lots being at least one (1) acre or more and not having curb and gutter streets will not be required to have side walks.
- or more and not having curb and gutter streets are exempt from the requirement for twenty two (22) feet of Hot Mix hardtop material on the street. Provided however, that there must be a note on the plat and each buyer must be notified that the county will assume no responsibility for future topping of the street except where the adjoining landowners agree to pay the cost of such topping.
- 16. Lots shall not encroach on drainage easements.
- 17. All subdivision and street names must be checked to avoid duplication.
- 18. Drainage easements to be adequate width to allow drainage and flood control to all properties that naturally drain through property being approved for development.
- 19. The Fort Bend County Drainage District Engineering
 Denartment will set minimum slab elevations for each
 subdivision to help protect developed property from
 flooding.

Regardless of the minimum slab elevation set by the above method in no case will the top of a slab be less than eighteen (18) inches above natural ground. The minimum slab elevation approved by the Commissioners' Court shall be clearly shown on the front of the plat to be recorded.

- 20. It shall be the duty of the developer or his Engineer to see that layout and construction follow the plans as presented with the final subdivision plat.
- 21. A certificate from each tax collector of a political subdivision in which the property is located must accompany the plat to be recorded, showing that all taxes owing to the State, County, and or any other political subdivision have been paid in full to date.

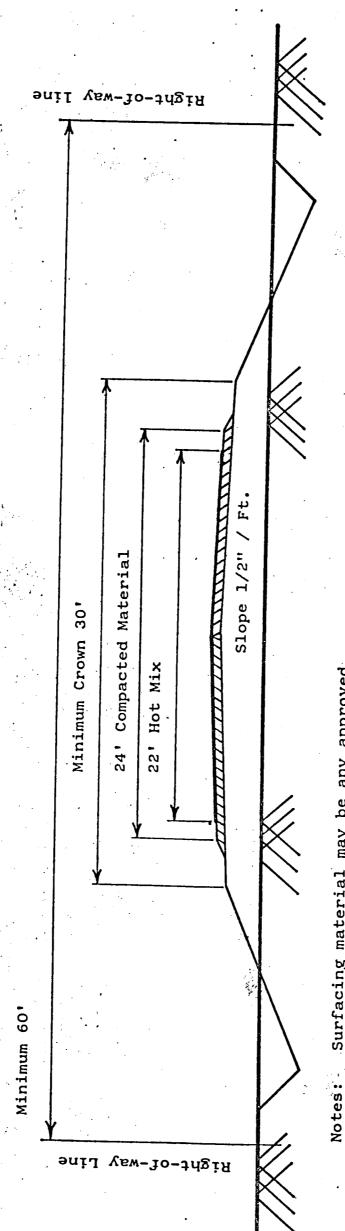
- 22.
- The Commissioners' Court will not approve any map or plat of any subdivision or resubdivision unless such map or plat is accompained by a Bond, the amount of which shall be determined by the Commissioners' Court payable to the County Judge, to the effect that the owner or owners will construct the roads, streets, and entrance structures therein shown in accordance with the specifications set out herein, provided however, in lieu of the above Bond, Commissioners' Court may, at its discretion, require the subdivider to furnish the Court with a signed copy of a Performance Bond executed by a Surety Company authorized to do business in Texas, together with a copy of the contract upon which said Bond is written. Form of Bond must be approved by County Attorney.
- B. In lieu of subsection (A) the Commissioners' Court may, by Court Order, tentatively approve a subdivision plat subject to the construction of the streets, and entrance structures therein shown in accordance with the specifications set out herein. After the streets and entrance structures have been constructed by the owner or owners of the subdivision in accordance with the specifications set out herein, and all the other provisions have been met, the Commissioners' Court will order the plat approved for filing.
- C. The Commissioners' Court of Fort Bend County, may at its discretion, in lieu of the above Bond, accept an irrevocable letter of credit from an acceptable Texas Bank. Form of Bond or letter of credit must be approved by the County Attorney.
- D. The Performance Bond or substitutions listed in A.,
 B., and C. above must remain in full force and effect
 after the subdivision has been approved until all
 roads, streets and entrance structures in the subdivision have been completed in accordance with rules
 and specifications as set forth in said "Policies"
 to the satisfaction of the Commissioners Court and
 until the roads, streets and entrance culverts are
 accepted into the County Road System. The terms
 of the Bond are to include provisions that when a

lot or portion of this subdivision is sold the roads, streets, and driveways that service that lot or portion must be completed in accordance with the rules and specifications as set forth in the "Policies for the Approval of Subdivision plats in Fort Bend County."

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- 23. This policy shall apply to all future subdivisions not now of record in the office of the County Clerk and/or the plat office of Fort Bend County, Texas.
 - 24. After at least 60% of a subdivision or a section of a subdivision has been sold and developed and all the above regulations have been met, and the streets have been maintained for a period of at least one (1) year; interested parties may petition the Commissioners' Court to maintain the streets in said subdivision dedicated to the Public. The Commissioners' Court will consider each request and then determine whether the streets should be maintained by the County. No streets shall be maintained except by vote of Commissioners' Court.
 - 25. This policy shall not apply to any roads now being maintained by the Road Department of Fort Bend County.
 - 26. Before any streets are accepted into the County Road System a complete system of signs (Street names, traffic, etc.,) must be in place and must conform to a plan submitted to and approved by the Engineering Department.

ROADS & STREETS IN FORT BEND COUNTY



'ay & road ditches. Suitable and adequate drainage structures must be provided under where required to adequately drain roadrades. Outfall ditches to be provided Surfacing material may be any approved Ditches loose base material is required for naterial such as crushed limestone, " of compacted base. Base may be Approximately 9" of o be excavated to neat lines and reather & traffic compacted. road where required gravel, etc.

flexible base of six (6) inches of compacted

gravel, crushed limestone or other approved

materia]

One and one half (1 1/2) inches of hot mixed

hot laid Asphaltic concrete twenty two (22) feet wide on a twenty four (24) "foot wide

ne:

RE: DISCUSSION OF COURTHOUSE ANNEX IN GENERAL WITH THE PROJECT MANAGER FOR P. G. BELL, CONTRACTORS:

The court discussed with the project manager for P. C. Bell, Contractors for the Fort Bend County Courthouse Annex the finishing phases of the Courthouse Annex. Sidewalks, Elevator and marble, still to be installed, were discussed.

This will be placed on the agenda for the next monday court meeting in which a proposed substantial completion documents will be presented to the court.

RE: REVIEW CIVIL DEFENSE DISASTER PLAN:

The Civil Defense disaster plan was discussed. This will be considered at the at the next court meeting.

The court also recognized the certificate of the Civil Defense Director/ Coordinator, which read as follows:

Certificate of The Civil Defense Director/Coordinator
Defense Civil Preparedness Agency - Staff College
Battle Creek, Michigan Awards this Certificate to
Frank Patryn, in recognition of the Satisfactory Completion
of The Civil Defense Director/Coordinator course

The Court recessed at 11:15 o'clock until 1:30 o'clock P.M.

The Court re-convened at 1:30 o'clock P.M.

10

RE: RAY BAILEY & ASSOCIATES INC. ARCHITECT - UPDATE ON COURTHOUSE RENOVATION PLANS:

Ray Bailey & Associates discussed, with the court, the updated plans on the Courthouse renovation. An overall concept was presented on the renovation of the Courthouse and Landscape to tie in the courthouse with the annex.

The court recessed at 3:30 o'clock P.M. until 11:00 o'clock A.M. on June 12, 1979.

The Court re-convened at 11:00 o'clock A. M. on June 12, 1979 when the following order was had.

NE: RENEWAL OF CONTRACT WITH THOMAS Y. PICKETT FOR THE YEAR 1980-1981:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to renew the contract with Thomas Y. Pickett for the year 1980-1981 in the amount of \$35,000.00 annually with \$3,000.00 on the first day of January, February, March, April, May and June, 1980 \$3,000.00 on the first day of January, February, March, April, May and June, 1981, Contract as follows;

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The Commissioners' Court of Fort Bend

County, Texas, sitting as a Board of Equalization, as required by law,
has heretofore and will in the future have submitted to it, by the Tax

Assessor and Collector of said County, for inspection, correction or
equalization and approval, renditions of or assessment against oil and
gas properties, other mineral properties, public utilities, railroads
and other industrial properties, and in the performance of the duties
imposed by law upon such Board in the inspection, correction, equalization and approval of such renditions or assessments, will have need for
technical data and testimony pertaining to such properties requiring
scientific knowledge, technical skill and experience in analysis and
appraisal of such properties; and

WHEREAS, The Commissioners' Court of said County has determined the need and advisability of employing experts skilled in the matter of analysis and appraisal of such properties to compile information for use by the Board of Equalization in its inspecting, correcting, equalizing and approving the renditions of or assessments against such properties duly submitted to it by the Tax Assessor and Collector, as compared with valuations of all other properties rendered or assessed in said County; and

WHEREAS, it is ascertained and determined that Thos. Y.

Pickett & Company, Inc., of Dallas, Texas, are experts with many

years experience in such matters and employ professional engineers,

registered in this State, who have scientific and technical knowledge;

and

WHEREAS. it is found and determined to be to the advantage of the County that said County employ the services of Thos. Y. Pickett & Company, Inc., for said purposes;

IT IS THEREFORE AGREED BY AND BETWEEN Fort Bend

County, Texas, acting herein by and through its Commissioners' Court,

Party of the First Part, and Thos. Y. Pickett & Company, Inc., of Dallas,

L.

Dallas County, Texas, Party of the Second Part, as follows:

PARTY OF THE SECOND PART agrees and obligates itself to make such analysis and survey as of January 1, 19 80 and January 1, 19 81, respectively, which shall include all of the information which Second Party is able to procure pertaining to the character, quality, and quantity, as well as the value of any and all oil, gas, minerals, public utilities, railroads and industrial properties within said County, for use of the Board of Equalization in reviewing and equalizing the renditions of and assessments against such properties submitted to it by the Tax Assessor and Collector for said Board's approval, and for the further purpose of furnishing the testimony as hereinafter specified.

It is expressly agreed and understood that "OIL, MINERAL, UTILITY, AND INDUSTRIAL PROPERTIES", as such term is used herein, shall include:

All proven oil and gas leases and other developed mineral leases wherever situated in said County, oil and gas pipe lines, compressor facilities and systems, refineries, oil and gas processing plants and all other industrial plants of whatever character, storage oil, and personal property used in the exploration, development and production of oil and gas and other minerals, railroads and all public utilities, including electrical generating facilities.

2.

PARTY OF THE SECOND PART further agrees to compile all information procured during its investigation, analysis and survey, in such a manner as to facilitate and expedite the introduction of such expert testimony as requested by the Commissioners' Court, sitting as a Board of Equalization, based on such information and presented in concise and intelligent form.

3.

PARTY OF THE SECOND PART agrees to prepare, on the basis of the information thus procured for use as evidence in determining the taxable value

of such properties as herein defined, a tabulation of technical data and appraised values pertaining to any and all such properties duly rendered to or assessed by the Tax Assessor and Collector, for the use of said Board in reviewing and equalizing such renditions and assessments as submitted by the Tax Assessor and Collector for said Board's approval, as provided by Articles 7145, 7206, 7212, 7215 and 7216 of the Revised Civil Statutes of the State of Texas.

PARTY OF THE SECOND PART further agrees to make available at stated sessions of the Board of Equalization, such qualified, competent, technical personnel as may be required and to furnish for the benefit of the Commissioners' Court, sitting as a Board of Equalization, such expert testimony as may be deemed advisable by said Board pertaining to the estimated valuation of all oil, gas, minerals, public utilities, railroads and industrial properties as of January 1, 1980 and January 1, 1981, respectively, as shown on tabulations herein provided to be prepared.

4.

FOR AND IN CONSIDERATION of the skilled services, technical knowledge and experience of Second Party, in performance of the obligations herein agreed to be performed by Second Party, Party of the First Part agrees and obligates itself to pay Second Party out of the General Funds of said County, as provided by Article 7212, R.S., the sum of

Thirty-five Thousand (\$35,000.00) Dollars, as full compensation for the services rendered Fort Bend County under the terms of this agreement for the year 19 80, and the sum of Thirty-five Thousand (\$35,000.00) Dollars, as full compensation for the services rendered Fort Bend County under the terms of this agreement for the year 19 81.

5.

Recognizing that the cooperation of the parties hereto is of special importance in agreements of this character, the County, acting by and through its Commissioners' Court, as a further consideration, expressly agrees that it will use all of its lawful powers in carrying out the purposes of this agreement and particularly the powers of entry, subpoena, summons, etc.

Payments in t	he form of warrants legal!	ly drawn against	the Gener	al
unds of said County sh	all be made on this contra	act from time to	time as t	.he
ork progresses, as fol	lows: Three Thousand			
\$ 3,000.00 Dolla	ars on the first day of Ja	anuary, February	, March, A	pril,
	shall be paid upon the co	mpletion of the	work, and	
•	been taken by the Commissin and for <u>Fort Bend</u> C			a
	Three Thousand)
on the first day of J	anuary, February, March, A	pril, May, and J	lune	

1981, and the balance shall be paid upon the completion of the work, and after final action has been taken by the Commissioners' Court, sitting as a Board of Equalization in and for Fort Bend County, Texas for the year 1981

And the Commissioners' Court of Fort Bend County, Texas, does hereby order and direct the County Auditor, County Clerk and County Treasurer of said County, to make such payments at the time and in the sums and manner provided herein. All said warrants to be payable out of the receipts and anticipated receipts from taxes levied for General County purposes, and out of the receipts from other sources coming to the General County funds for the year 19 80 and the year 19 81, and to provide for the payment of said warrants, such an amount of money as is necessary for said purpose is hereby set aside and appropriated out of the monies in, or which shall come into, said General Funds for the year 19 80 and the year 19 81. And Party of the First Part hereby specifically contracts and obligates itself to provide for payments as detailed herein, and at any time same may become necessary, pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due Party of the Second Part for work performed under this contract.

The said Thos. Y. Pickett & Company, Inc., furth	er agrees that in
no way will the saidFort BendCounty be obligated to	Thos. Y. Pickett
and Company, Inc., or their assistants, for salaries, expen	nses or
materials except as above stated.	

BY ORDER OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS. WITNESS OUR HANDS IN DUPLICATE this 1% day of 3%, A.D., $19\overline{79}$.

By July Judge

County Judge

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Arecinct No. 3

Commissioner Precinct No. 4

PARTY OF THE SECOND PART THOS. Y. PICKETT & COMPANY, INC.

By BR MONICE

ATTEST

County Clerk, Fort Bend County, Texas

DATA PROCESSING SERVICE AGREEMENT

By this agreement, Thos. Y. Pickett	& Company	, Inc., hereinafter	called
Company, andFort Bend County,		hereinafter called	
hereby agree to the following:			

- 1. The Company shall furnish all materials and supplies and prepare a complete tax roll for the <u>County</u> together with related receipts and statements and duplicate copies as required, and timely deliver such records to the Tax Assessor. The scope of this agreement includes the <u>Mineral and Industrial Properties</u>.
- 2. The <u>County</u> agrees to pay the Company for such service a sum equal to twenty-seven (27¢) cents per item on the mineral and industrial properties.
- 3. The Company shall furnish necessary binders for the roll and receipts at whatever cost of these binders to the company.

4. This agreement shall be effective for the year 1979, and from year to year thereafter unless re-negotiated on or before March 31st each year.

Signed this 17 day of unE, 1979.

FORT BEND COUNTY, TEXAS

By: Setty

THOS. Y. PICKETT & COMPANY, INC.

By:

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Trangelle

The Court recessed at 12:00 Noon until 9:00 o'clock A. M. on June 13, 1979
The Court re-convened at June 13, 1979 at 9:00 o'clock A. M.

RE: DISCUSS THE BIG CREEK WATERSHED WITH THE SOIL CONSERVATION SERVICE:

Bob Williams, Area Conservationist, Rosenberg, Texas with the Soil
Conservation Service and James L. Hailey, Hydraulic Engineer, James W. Featherston,
Soil Conservationist with the San Marcos Watershed Planning Staff, presented
a complete Survey conclusion.

- 1. Run-off is sufficient to satisfy agriculture requirements.
- 2. The cost under the urban program does not meet the criteria of the cost vs. potential flooding damage under the 100 yr. flood plain.

The Court recessed at 10:00 o'clock A.M. until June 15, 1979 at 9:00 o'clock A.M.

The Court re-convened at 9:10 o'clock A.M. on June 15, 1979 when the following order was had.

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RE: APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' office, as approved by the Commissioners' Court in person in June (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed and approved.

There being no further business the Court adjourned at 12:15 o'clock P.M.

COUNTY JUDGE

ATTEST	:
Day 1	510:11
- Flark	allul
COUNTY CLERK	

Commissioner Precinct #1

(Johnnie Pustka)

Commissioner Precinct #2

(W. Lee Schmidt)

Commissioner Precinct #3

(Tony Jebbia)

Commissioner Precinct #4

(Ed. H. Helwig)

Add

FORTBEND COUNTY TREASURER'S BOND REPORT

JUNE 1979

FT BEND CO ROAD DIST NO 4 SER 1940 BOND

Outstanding 6-1-1979_ _ _ \$50.00

2 Int coupons #77 Off Bds. 166 & 167

at \$25.00 \$50.00

ET.: BEND COUNTY ROAD DISTRICT NO 8 SER 1927 BOND OUTSTANDING 6-1-1979 - - \$ 110.00
4 Int. Coupons No. 59 Off Bds. 210-212-214-216 at \$27.50 \$ 110.00

FORT BEND COUNTY BOND STATEMENT

JUNE 1979

NO CANCELLED BONDS NOR COUPOUNS RECEIVED DURING THE MONTH OF JUNE 1979

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 18th day of June, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

ACHERRACIO

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Regular Session of June 11, 1979, as corrected.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

RE: OPEN BIDS FOR DUMP TRUCKS FOR FORT BEND COUNTY AND CRAWLER-TRACTOR FOR THE SANITRAY LANDFILL:

Bids were opened for dump trucks for Fort Bend County and Crawler-Tractor for the Sanitary Landfill. Bids will be studied and accepted at another court meeting.

H RE: JUSTICE OF PEACE PRECINCT #4 CARL BENTLEY - REQUEST FOR PERMANENT FULLTIME HELP:

Justice of Peace Precinct #4 Carl Bentley made a request that his clerk

**EXMXXXXXXXXXXX #2, which was hired for a three month period, be made a full time clerk.

The Court asked that he bring a list of brake-down on anticipated cost for the rest of the year to the court. Action was postponed until next court meeting.

RE: SHERIFF'S DEPARTMENT REQUEST TO PRUCHASE RADIO EQUIPMENT THROUGH HGAC HOUSTON-GALVESTON AREA COUNCIL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the Sheriff to purchase radio equipment through the Houston-Galveston Area Council, provided that his budget will allow the purchase of same, and that such agreement be so authorized by the County Judge. The total cost of same is \$13,083.00 with cash match of 25% of cost being \$3,270.75 plus Administrative Costs of 3% of cost \$392.49. Total Due H-GAC is \$3,663.24. payable in advance, Agreement as follows.

STATE OF TEXAS ()
COUNTY OF ()

THIS AGREEMENT made this 18th day of June , 1979
between Fort Bend COUNTY, TEXAS and the HoustonGalveston Area Council, a Council of Governments of the State of Texas;

WITNESSETH:

Pursuant to the authority granted by the Texas Interlocal Cooperation Act (Article 4413 (32c) V. A. T. S.) providing for cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

Τ.

The County of Fort Bend, hereinafter referred to as "County", hereby makes, constitutes and appoints the Houston-Galveston Area Council, hereinafter referred to as "Council", its true and lawful purchasing agent for the purchase of radio equipment for incorporation as part of the H-GAC Law Enforcement Radio Communications System in and for said County. The County agrees that the Council shall be the exclusive purchasing agent for said equipment.

II.

The County agrees that all specifications for said equipment will be those developed by the "Council" in keeping with all applicable constraints affecting expansion of the regional communications system and incorporating all advantageous elements of the state of the art.

III.

The County, with the execution of this contract, agrees to furnish to the Council herewith, a cash amount in the statutory amount required by the Texas Criminal Justice Division of the Office of the Governor and the Houston-Galveston Area Council.

IV.

This agreement shall take effect upon execution by the signatories.

٧.

This agreement shall continue in effect from the date of execution until receipt of said equipment by the County and execution of fee simple title transfer to the County.

VI.

Upon certification of receipt and acceptability of said radio equipment by the County, the Council agrees to convey fee simple title to the County for all equipment purchased using County funds.

VII.

The County certifies that:

No other equipment owned by the County is available for the project.

Grant funds will not be used to provide reimbursement for the purchase price of equipment already owned by the County except through permissable depreciation or use allowance actually charged to the County.

If equipment is used for purposes other than this project, the appropriate proration of costs to each activity will be effected.

Allowability of the cost of equipment purchased with federal funds will be reduced to the extent of resale or recovery value where use of such equipment for carrying out the purposes of the grant project is discontinued (during the life of the project) or use for law enforcement purposes is discontinued (after the life of the project) unless all credit relating to such contingencies as set forth in Section C3 of Circular A-87, "Applicable Credits", are applied to the offset or reduce grant charges. Circular A-87 is reprinted in the appendices section of the Texas Criminal Justice Division publication "Policies and Procedures Governing Action Grants".

In compliance with requirements that federal funds made available under Part C, Title 1, Public Law 90-351, as amended, be used so as "not to supplant state or local funds", this is to certify that the below described recipient of federal funds under Part C, Title 1, Public Law 90-351, as amended, will use such funds to increase such state or local funds that would, in the absence of such federal aid, be made available for law enforcement purposes.

The equipment distributed or to be distributed has been or will be properly recorded on the property records of the County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

ATTEST: faul Edith COUNTY of: Fait Briefly

BY Due E Stavensty

HOUSTON-GALVESTON ARE COUNCIL

ATTEST:

BY: ____

ROYAL HATCH Executive Director



HOUSTON-GALVESTON AREA COUNCIL

TO:

Participating Agencies, 1979 Supplemental Radio

diagnation and and a kill and and and a second appropriate

Equipment Procurement Project

FROM:

Douglas M. Gragg, Project Director

DATE:

June 11, 1979

SUBJECT: Cash Match Requirements

Attached is a Statement of Cash Match for your agency's participation in the current grant funded radio procurement project. All purchases require 25 percent of equipment price plus three percent administrative costs. The attached equipment list represents items requested earlier by your agency. Due to the large number of inquiries, all equipment you requested may not be on the list for purchasing. The order for that equipment listed will be placed as soon as possible following receipt of a grant award. If you wish to make any changes in the order, please do so immediately, clearly marking that change on the attached list. Return the list (with changes, if any) and the documents listed below as soon as possible. General Electric was the low compliant bidder.

If your agency does not desire to, or for any reason feel you cannot, purchase General Electric equipment, changes must be supported by a letter of justification, which must be approved by TCJD prior to our order of your equipment.

Also enclosed is a frequency information form to assure that proper crystals are ordered, where applicable. At your earliest convenience, please have the following documents signed and returned to this office with a check for the required match:

- 1. Statement of Cash Match, approving purchase of equipment.
- 2. Frequency Information Form, indicating desired frequencies for each channel, both transmit and receive, and the proper PL tone, if applicable, for each type of equipment.
- 3. Two copies of the Interlocal Agreement, signed by the mayor, city manager, or county judge, as appropriate. One copy will be returned to you after execution by the H-GAC Executive Director.

These documents and <u>your agency's payment</u> must be in our office before we can order your equipment. Make every effort to return them NO LATER THAN JULY 15, 1979.

If there are any questions concerning these requirements, please contact me at (713) 627-3200, extension 311.

DMG:e

Enclosures

STATEMENT CASH MATCH

1979 Supplemental H-GAC Radio Equipment Procurement Project

FROM: Criminal Justice Department

TO: Ft. Bend County Sheriff's Department Shipping address: (street name)

P.O.Box 40

Title

Richmond, Texas 77469

Equipment	Cost,	Qty.	Total Cost		
General Electric equipment:					
 1. 110 watt VHF Mobile Radio, b Installation 1a. Active channels (5 X 53.00) 1b. 4 channel scan 1c. Tone code squelch 	75.00	5	7,005	5.00	•
6. 5 watt VHF Portable radio, b 6a. Active channels (5 X 52.00) 6b. Tone code squelch 6c. Desk charger, rapid charge		6	6,078		•
authorized for purchase	otal cost for your	_ •		13,083.00 3,270,75	•
Signature	dministrative Cost	s (3% of o	cost)	392,49	
oung flage			_	•	

FREQUENCY INFORMATION FORM

Houston-Galveston Area Council

H-GAC 1979 Supplemental Radio Equipment Procurement Project

Equipment for	Ft. Bend County Sheriff's Department	Shipping address: (street)
• • •	Agency	
	P.O.Box 40	

Address

Richmond, Texas 77469

is to operate with the following frequencies:

		Frequencie	es:	
Equipment Description	Channel #	Transmit	Receive	Tone Code
G.E. Mobile radio	1			
	2			
	3			
	4			
G.E. Portable Radio	1		•	
	2			of the state of th
	3			
	4		*	
				-

Above information supplied by:

51	gnature _	
-\$-	Title	

RE: ORDER OF COMMISSIONERS COURT RELEASING CERTAIN PROPERTY AND RIGHTS OF FORT BEND COUNTY DRAINAGE DISTRICT PERTAINING TO MIDDLE BAYOU AT INTERSECTION OF CRABB RIVER ROAD AND SOUTHWEST FREEWAY IN PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt and duly passed, the court authorized the county's abandonment of portion of easement on Middle Bayou at intersection of Crabb River Road and Southwest Freeway in Precinct #1. Field note description in the attached instrument, authorized the County Judge and County Engineer to execute same. Order and Partial Release of drainage easement as follows:

ORDER OF COMMISSIONERS COURT RELEASING CERTAIN PROPERTY AND RIGHTS OF FORT BEND COUNTY DRAINAGE DISTRICT PERTAINING TO MIDDLE BAYOU

THE STATE OF TEXAS	•			
COUNTY OF FORT BEND	•			
This the 18th	day of	June		_, 1979,
in Regular Order and at a Reg	ular Meeting o	f the Commiss	sioners Court of F	ort Bend
County, Texas, came on to be	heard and cons	idered the ma	atter of releasing	
certain property and rights o	f Fort Bend Co	unty Drainage	e District pertain	ing to
Middle Bayou, and				
It appears to the C	ourt, and the	Court so aff	irmatively finds,	that
said property and rights are	no longer need	led for the p	urposes for which	the 10
Fort Bend County Drainage Dis	trict was crea	ited, and sho	uld be released,	Lt
is THEREFORE, upon motion mad	e by Commissio	oner <u>Johnn</u>	ie Pustka	
and seconded by Commissioner_	W. Lee S	chmidt	, and duly	passed
by the Commissioners Court, i	t is hereby O	RDERED and DE	CREED that the pro	posed
partial release attached here	to is hereby a	approved and	the County Judge,	Jodie E.
Stavinoha, and the Fort Bend	County Drainag	ge District E	ngineer, Stanley	L.
Kucherka, Jr., are hereby aut	chorized to exe	ecute and del	iver on behalf of	Fort Bend
County Drainage District, a p	oartial release	e of said pro	perty and rights	in
accordance with the attached	form.			
IN WITNESS WHEREOF,	, the Commission	oners Court o	f Fort Bend Count	y, Texas
has caused this order to be e	entered in its	minutes and	to be hereby exec	uted by
Jodie E. Stavinoha, County Ju	udge of Fort B	end County, T	exas, this 18	
day of <u>June</u>	, 197	9.		
	•			
		18	The state of	1
	Jød	ie E. Stavino	ha. County Judge	ina_

residing Officer of the

County, Texas

Commissioners Court of Fort Bend

FORT BEND COUNTY DRAINAGE DISTRICT

TO

PARTIAL RELEASE OF DRAINAGE EASEMENT

JAMES P. GRIZZARD, ET AL

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That Fort Bend County Drainage District acting herein by and through Fort Bend County Judge, Jodie E. Stavinoha, and Fort Bend County Drainage District Engineer, Stanley L. Kucherka, Jr., both hereunto duly authorized by the Commissioners Court of Fort Bend County, Texas, the said Fort Bend County Drainage District being the owner and holder of that certain 200 ft. wide drainage easement evidenced by instrument dated August 10, 1951, recorded in Volume 314, page 112 of the Deed Records of Fort Bend County, Texas, which instrument was executed by Mrs. Melviner Tillis, et al and which granted a 200 ft. wide drainage easement, being 100 feet on each side of the centerline of Middle Bayou in the Joseph Kuykendall League, 10 Abstract 49, Fort Bend County, Texas, for a valuable consideration and for the purpose of releasing certain property and rights pertaining to same which are no longer needed for the purposes for which Fort Bend County Drainage District was created, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, do by these presents hereby release and forever discharge from said drainage easement all that certain property described in Exhibit "A" attached hereto and made a part hereof to which refer.

And Fort Bend County Drainage District does by these presents release, discharge and quitclaim unto the record owners thereof, their heirs and assigns, all the right, title, interest and estate in and to the above described portion of said easement which Fort Bend County Drainage District has or may be entitled to by virtue of said easement. But it is expressly agreed and understood that this is a partial release only, releasing only the above described portion of said original easement recorded in Volume 314, page 112 of the Deed Records of Fort Bend County, Texas, and said easement shall remain in full force and effect as to all other lands described therein, and not heretofore released.

公司の国際にはは国際国際の共立国を同じに対

	•			
EXECUTED this	18th	day of	June	, 1979.
		•		
		FORT BEND COUNTY	DRAINAGE-DISTRICT	
			DRAINAGE DISTRICT	
		Sorie E. Sta	vinoha, County Judg	-VCU
		Allente, 1	Michy	
			Kucherka, Jr. Junty Drainage Disti	ict
		Engineer		
THE STATE OF TEXAS	•			
	•		•	
COUNTY OF FORT BEND	:	•		
to the foregoing instrumen for the purposes and consitherein stated. GIVEN under my h	deration th	erein expressed a	nd in the capacity	same
for the purposes and consi- therein stated.	deration th	owledged to me the erein expressed a		
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THE STATE OF TEXAS COUNTY OF FORT BEND BEFORE ME, the uand State, on this day per	and and sea	a Notary Public deared Stanley L.	in and for said Cou	inty 1 County
for the purposes and consistence of the stated. GIVEN under my have a state of texas COUNTY OF FORT BEND BEFORE ME, the texas and consistence of the state of	and and sea, 1979. undersigned, rsonally app r, knwon to nt, and ackr	a Notary Public Peared Stanley L. me to be the personweldged to me the	in and for said Cou Kucherka, Fort Bendson whose name is su	inty inty is County is cribed same for
THE STATE OF TEXAS COUNTY OF FORT BEND BEFORE ME, the usuand State, on this day per Drainage District Engineer to the foregoing instrument the purposes and considera stated.	and and sea, 1979. undersigned, rsonally appropriately and ackretion therein thank and sea and sea and and sea and and sea and and sea	a Notary Public Fort Bend Count be to be the personal and in expressed and	in and for said Cou Kucherka, Fort Bendson whose name is su hat he executed the	inty inty is County is cribed same for
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PARCEL NO. 1

A Field Note Description of a 0.493 Acre Tract of Land being a portion of the Fort Bend County Drainage District 200 foot drainage easement across Lot #4 and #5 of the partition recorded in Volume 216, Page 453, Deed Records in the Joseph Kuykendall League, Abstract #49, Fort Bend County, Texas.

For Connection Begin at the Southeast corner of the original James Grizzard Call 11.07 Acre Tract (Vol. 523, Pg. 633; Deed Records); said corner being the Southeast corner of a 200.0 foot x 200.0 foot cemetary; said corner being the Southeast corner of Lot #5 of said partition; THENCE, North 66° 53' 10" West, at 884.65 feet pass the center line of Middle Bayou, in all 947.76 feet to an iron pipe set for the Southwest corner of the remainder of said Grizzard 11.07 Acre Tract; said corner being the Southeast corner of the State of Texas Call 0.858 Acre Tract (Vol. 747, Pg. 163; Deed Records) (Vol. 747, Pg. 167; Deed Records); THENCE, Northerly along a curve to the left along the East line of said State of Texas 0.858 Acre Tract and the East line of Crabb River Road with the following curve data:

 $Delta = 0^{\circ} 35^{\dagger} 30''$ Radius = 1969.86 feet; Length = 20.34 feet;

Tangent = 10.17 feet;

Chord = North 24° 02' 14" East, 20.34 feet to an iron pipe set for the South corner and Place of Beginning for this 0.493 Acre Tract;

THENCE, continuing along said curve to the left and along the East line of Crabb River Road with the following curve data: 10

Delta = 01° 42' 46"

Radius = 1969.86 feet;

Length = 58.89 feet;

Tangent = 29.45 feet;

Chord = North 22° 53' 06" East, 58.89 feet to a point for corner;

THENCE, Northerly along a line 100 feet West of and perpendicular to the center line of Middle Bayou and the center line of Fort Bend County Drainage District 200 foot easement with the following courses and distances:

North 65° 40' 25" East, 77.02 feet to a point for corner; North 44° 41' East; 263.90 feet to a point for corner; North 21° 52' 10" East, 74.57 feet to a point for corner; North 10° 42' 06" East, 75.50 feet to a point for the Northwest corner

THENCE, Easterly along a curve to the left along the Southerly line of the Southwest Freeway with the following curve data:

Delta = 0° 35' 08"

Radius = 423.0 feet;

of this Tract;

Length = 41.24 feet;

Tangent = 20.64 feet;

Chord = North 86° 43' 29" East, 41.22 feet to an iron pipe set for the Northeast corner of this 0.493 Acre Tract;

THENCE, Southerly along a line 60 feet West of and perpendicular to the center line of Middle Bayou and the center line of said 200 foot drainage easement with the following courses and distances:

South 10° 42' 06" West, 89.36 feet to an iron pipe set for corner; South 21° 52' 10" West, 86.56 feet to an iron pipe set for corner; South 44° 41' West, 279.38 feet to an iron pipe set for corner; South 65° 40' 25" West, 127.65 feet to the Place of Beginning of and containing 0.493 Acre of Land.

PARCEL NO. 2

A Field Note Description of a 0.408 Acre Tract of Land being a portion of the Fort Bend County Drainage District 200 foot easement (Vol. 314, Pg. 112; Deed Records) being out of the original James Grizzard Call 11.07 Acre Tract (Vol. 523, Pg. 633; Deed Records) being in the Joseph Kuykendall League, Abstract #49, Fort Bend County, Texas.

For Connection Begin at the Southeast corner of the original James Grizzard Call 11.07 Acre Tract (Vol. 523, Pg. 633; Deed Records); said corner being the Southeast corner of a 200.0 foot x 200.0 foot cemetary; THENCE, North 66° 53' 10" West, 748.88 feet along the South line of Grizzard Call 11.07 Acre Tract to a point for the Southeast corner and Place of Beginning for this 0.408 Acre Tract;

THENCE, North 66° 53' 10" West, 54.31 feet along the South line of said Call 11.07 Acre Tract to a point for the Southwest corner of this 0.408 Acre Tract;

THENCE, Northerly along a line 60 feet East of and perpendicular to the center line of Middle Bayou and the center line of the Fort Bend County Drainage District 200 foot easement with the following courses and distances:

North 65° 40' 25" East, 67.3 feet to an iron pipe set for angle point; North 44° 41' East, 325.82 feet to an iron pipe set for angle point; North 21° 52' 10" East, 54.93 feet to a point for the Northwest corner of this 0.408 Acre Tract;

THENCE, South 66° 31' 20" East, 40.02 feet to a point for the Northeast corner of this tract; said point being in the West line of the State of Texas 100 foot drainage easement (Vol. 480, Pg. 349; Deed Records);

THENCE, Southerly along a line 100 feet East of and perpendicular to the center line of Middle Bayou and the center line of said Fort Bend County 200 foot drainage easement with the following courses and distances: South 21° 52' 10" West, at 40.02 feet pass the Southwest corner of the said State of Texas 100 foot drainage easement, in all 61.87 feet to a point for corner; South 44° 41' West, 341.30 feet to a point for corner; South 65° 40' 25" West, 37.98 feet to the Place of Beginning of and containing 0.408 Acre of Land.

7 RE: ACCEPTANCE OF COUNTY AUDITORS' ANNUAL REPORT FOR 1978 INTO THE MINUTES:

On motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the County Auditors' Annual Report for 1978 into the minutes, except for the change on page 49 of the report to read Sanitary Landfill instead of Land Purchase for Sanitary Landfill.

RE: APPROVE PAYMENT OF DUES TO FORT BEND COUNTY MAYORS, COUNCILMEN AND COMMISSIONERS ASSOCIATION: TO BE PAID OUT OF THE EMERGENCY FUND OF THE GENERAL FUND:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony

Jebbia, and duly passed, the court authorized the payment of \$100.00 one time payment
to the Fort Bend County Mayors, Councilmen and Commissioners Association. To
be paid out of the Emergency Fund of the General Fund to pay for same.

RE: ACCEPT BID FOR GENERAL CONTRACTOR FOR THE NEW COUNTY JAIL:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court ordered, upon the recommendation of Christopher DiStefano, Architect, that the bid for General Contract for the New Jail not be accepted at this time. Postpone acceptance until next court meeting.

RE: ACCEPT \$500.00 CHECK FROM FORT BEND COUNTY CHAPTER OF THE DAUGHTERS OF THE AMERICAN REVOLUTION FOR COURTHOUSE RENOVATION FUND:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court entered into the minutes the acceptance of a \$500.00 check from the Fort Bend County Chapter of the Daughters of the American Revolution, a donation toward the purpose for the renovation of the Fort Bend County Courthouse.

RE: CONSIDER ACCEPTANCE OF PORTION OF THE COURTHOUSE ANNEX:

The Court discussed the acceptance of portion of the Courthouse Annex before completion of same. The court agreed not to accept any portion of the courthouse annex building before the completion of same.

12 RE: CONSIDER COURTHOUSE ANNEX SIDEWALKS AND FENCE AROUND COURTHOUSE ANNEX AIR CONDITIONER:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court agreed that the sidewalks at the annex building will be laid by the county, instead by the contractor. The court also, agreed that the a wooden fence to be placed around the courthouse annex air conditioner on a purchase basis.

13 RE: REQUEST FOR FUNDING IN FY 1979 UNDER THE "701" COMPREHENSIVE PLANNING ASSISTANCE PROGRAM, TEXAS DEPARTMENT OF COMMUNITY AFFAIRS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to send a letter of intent requesting for funding in FY 1979 under the "701" Comprehensive Planning Assistance Program, Texas Department of Community Affairs. Grants are available to local governments to cover up to twothirds of the cost of approved planning activities. The Local government must provide the remaining portion of the funds, normally one-third, in the form of a cash match. Application and related explanatory materials as follows:



COMMUNITY AFFAIRS

June 11, 1979

Dear County Judge:

The Texas Department of Community Affairs is accepting requests for funding in FY '79 under the "701" Comprehensive Planning Assistance Program. Grants are available to local governments to cover up to two-thirds of the cost of approved planning activities. The local government must provide the remaining portion of the funds, normally one-third, in the form of a cash match. For local governments interested in applying for "701" funds this year, we have enclosed a letter of intent which must be dated, signed by the Chief Executive Officer, and returned to us postmarked no later than June 30, 1979. Upon receipt of the letter of intent, this Department will forward to the local government an application and related explanatory materials.

The Department anticipates being able to fund approximately thirty (30) units of local government during the upcoming year. It is further anticipated that each unit of local government will submit an application containing a total grant request (State plus local match) not in excess of \$15,000.00. The Department will continue to use a competitive application rating process for determining the recipients of Comprehensive Planning Assistance funds. The criteria utilized in the rating process are in keeping with the "701" regulations and the emphasis placed on program goals outlined by the Department of Housing and Urban Development (HUD). We are enclosing a brochure which describes the basic characteristics of the "701" program and a Time Schedule outlining the basic steps and time limits to be adhered to in the upcoming "701" funding cycle.

Should you have any questions or require any further information on the "701" program, please contact one of the following members of the Local Government Services Division staff at 512/475-0250: Jim Delashaw Charles Englishbee

Bill Verner

Sincerely.

Joe B. Harris, Director Local Government Services

JBH:st

TENTATIVE TIME SCHEDULE FY '79 COMPREHENSIVE PLANNING ASSISTANCE PROGRAM

	ACTION REQUIRED	TIME REQUIREMENTS
1.	Letter notifying government entities of available funds, letter of intent, and brochure on "701" program mailed to the local government by TDCA.	by June 15, 1979
2.	Tentative Time Schedule mailed to all Councils of Government by TDCA.	by June 15, 1979
3.	All letters of intent returned to TDCA by local governments.	Postmarked no later than June 30, 1979
4.	Applications sent to local governments by TDCA.	by July 6, 1979
5.	Notification sent to COGs listing local governments in their area to receive applications; notification that all A-95 Reviews by COGs are due at TDCA no later than August 10, 1979.	by July 6, 1979
6.	Local governments must return completed applications to TDCA.	by July 27, 1979
7.	TDCA completes review of applications by local governments.	by August 10, 1979
•	TDCA sends to the local government: a) letter of acceptance, b) Housing and Land Use Certification Package, if necessary, c) Eligibility of Certification Form.	by August 17, 1979
9.	TDCA sends all COGs with participating local governments notification of acceptance.	by August 17, 1979
10.	Local government returns Housing and Land Use Certification Package completed.	by September 30, 1979
11.	Contract Formulation by TDCA begins.	by October 1, 1979
12.	Contract Formulation and Distribution completed.	between October 15, 1979 and January 1, 1980



June 11, 1979

SUBJECT: "701" COMPREHENSIVE PLANNING ASSISTANCE PROGRAM

and the state of t

Should your unit of local government desire to make application for FY '79, "701" Comprehensive Planning Assistance funds, please <u>sign</u> and date this letter and return it to our office postmarked no later than June 30, 1979. Upon receipt of this letter an application will be forwarded to you by the Texas Department of Community Affairs.

Sincerely,

Lec 15. 1

Joe B. Harris, Director Local Government Services Division

JBH:st

10

Executive

FORT BEND CO.

City/County

BOX 13166, CAPITOL STATION 210 BARTON SPRINGS ROAD AUSTIN, TEXAS 78711



1-800-252-9642 or 512-475-2431

AN EQUAL OPPORTUNITY-AFFIRMATIVE ACTION EMPLOYER

RE: APPROVAL OF THE COUNTYS' CIVIL PREPARDNESS PLAN:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the Countys' Civil Prepardness Plan, as follows:

(Recorded in the minutes in full)

I. AUTHORITY

A. Texas Disaster Act of 1975, as amended.

B. County Court Order establishing the Disaster Preparedness effort in the county, dated 6-18-19.

REFERENCES

A. Article 5890e of Vernon's Civil Statutes, as amended (HB-910).

B. Texas Disaster Plan.

C. Public Law 81-920, "Federal Civil Defense Act of 1950".

D. Public Law 93-288, "Federal Disaster Relief Act of 1974".

III. PURPOSE

The purpose of this plan is to provide for emergency operations in the County of Fort Bend, utilizing the existing forms of government in cooperation with the State and Federal Government.

The government of Fort Bend County is responsible to its respective citizens for saving lives, minimizing damage, alleviating suffering, and helping to restore and rehabilitate property and society in the event of natural disaster or national emergencies, including attack or threat thereof.

SITUATION AND ASSUMPTIONS

A. SITUATION:

- 1. Potential enemies of the United States have the capability of hitting targets within this County with nuclear and other weapons. Houston and Galveston are assumed targets. Fort Bend County must be ready to receive and care for evacuees and to provide direct support if these cities are attacked.
- 2. Harris County is located North and East of Fort Bend County. Brazoria County is located to the South, Wharton County and Austin County are located to the West of Fort Bend County, Fort Bend County is bounded by Waller County located to the North. The Brazos River and the San Bernard River run 10 through the County.

608

The rapidly increasing population of Fort Bend County is about 126,000. There is a concentration of population from the center of the County toward the East boundary of the County. The rest of the population of the County is distributed over the other area of the County in small towns, farms and ranches. There are 13 incorporated areas and there are 9 unincorporated areas. There are no unincorporated communities dependent on the County for water and sewage. Most all small communities within the County do not have their own water systems but private residents have their own water and sewage systems.

Richmond is the County Seat of Fort Bend County and has a population of about 8,000. The other incorporated areas each have a population ranging from approximately 250 to 25,000 people.

The economy is based on agriculture, ranching, mineral production and industry. Cotton, rice, corn and maize are the major crops. Oil production, sulphur mining and natural gas production comprise the petroleum industry. WKM VALVE, manufacturers of valves for the petroleum industry, GULF STATES TUBE/DIV. OF QUANEX CORP., manufacturers of seamless tubing and TEXAS INSTRUMENTS are the major manufacturers in the County. Three railroad lines serve the County. There are two Southern Pacific Lines and one Santa Fe Line. Highway 90-A crosses the County from West to East. Highway 59 crosses the County from the Southwest to East. Highway 36 crosses the County running North and South. Highway 6 crosses the County and runs North and South to Galveston. Highway 288 crosses the Eastern portion of the County crossing Highway 6. Practically all roads, U.S., State and County roads are all weather roads. There are numerous Farm to Market roads in the County. 。 1980年 - 1985年 - 1980年 1981年 - 1988年 - 1988年 - 1982年 - 1

The airport serving the area is Hull Airport at Sugar Land. It is 4600 feet in length, 75 feet wide, with lighting and instrument approaches. Elevation is 85 feet. The nearest military installation is Ellington AFB.

Fort Bend County is divided into four Precincts and has an elected Judge, 4 Commissioners and Sheriff form of government.

Private companies provide utility service to the County:

ELECTRICITY:

Houston Lighting and Power Company

NATURAL GAS:

Entex Incorporated

Better minimum of the total the second second

TELEPHONE:

Southwestern Bell Telephone Company General Telephone Company Sugar Land Telephone Company Fort Bend Telephone Company

B. ASSUMPTIONS:

- 1. Because of their geographical location, topography and transportation conditions, the County of Fort Bend, its cities and communities are subject to disasters and emergency situations such as:
 - a. Flood
 - b. Tornado
 - c. Pipeline eruption, explosion or leak
 - d. Truck or train accident involving combustible materials or chemicals
 - e. Forest fire
 - f. Aircraft accident
 - g. Hurricane
 - h. Gasoline or LP gas storage fire or explosion
 - i. Chemical manufacturing explosion or fire
 - j. Electrical power outage (major)
 - k. Natural gas leakage
 - 1. Ammonia Nitrate explosion or fire
 - m. Water contamination
 - n. Civil disturbance
 - Transportation accident involving radioactive materials
- 2. Fort Bend County, in a nuclear attack, most probably would receive radioactive fallout from strikes against military and port facilities in the Houston area.
- 3. Fort Bend County would receive a large number of refugees from the coast during hurricanes and in the event of a nuclear attack or crisis relocation. (See Annex E)

V. GENERAL

A. CONCEPT:

The County Judge is responsible for directing all emergency measures within his respective jurisdiction. Existing agencies of the government of Fort Bend County should perform emergency activities related to those they perform in normal operations. The basic function of County Officials would be to coordinate these activities for utmost efficiency and to assure that any skills not normally available in existing County Government is obtained from other community sources.

B. EMERGENCY OPERATIONS CENTER (EOC)

The County Judge, Civil Defense Coordinator, Heads of Departments, Agencies and Services, will exercise direction and control from the County Emergency Operations Center. County resources will be handled through the respective precinct commissioner. The Fort Bend County Emergency Operation Center is located in the Fort Bend County Courthouse. The alternate EOC if activated will be in the basement of the Polly Ryon Memorial Hospital complex. The central point of contact for precinct commissioners is established as their respective precinct barns.

The County Judge, Commissioners, Sheriff, or the Civil Defense Coordinator have the authority to activate their 10 EOC/central points of contact as they deem necessary to properly face actual or threatened emergencies. Those having emergency assignments in the EOC/central points of a contact will proceed to their respective places when the activation notice is received. The civil defense coordinator/commissioners whould prepare and keep current standing operating procedures on emergency operations center/central points of contact operations and staff rosters for their respective EOC or central point of contact.

VI. ASSIGNMENT OF RESPONSIBILITIES AND TASKS:

A. EXECUTIVE GROUP

1. County Judge and Commissioners:

Direct county departments and volunteers in all type of planning and emergency actions within their respective jurisdictions. Inform their citizens of the situation and actions required and make emergency policy decisions governing the direction of their

particular disaster operation. Request aid from any other resources and State and Federal governments, including military support if required.

- 2. Civil Defense Coordinator (Staff Advisor):
 - a. Assist County Judge and Commissioners in all programs and phases for the disaster preparedness effort.
 - b. Prepare, review and revise, as necessary, the emergency operations plan, coordinate with and assist other departments in the development of standing operating procedures to the emergency plan. Prepare or insure preparation of SOP's charts and rosters as follows:
 - 1. Emergency Operations Center Operations
 - 2. Resource Management
 - 3. Reports
 - 4. Organizational Charts
 - 5. EOC Staffing Roster.
 - c. Coordinate with other community agencies, emergency plans, schools, Red Cross, Salvation Army, industry, private utility companies and civic groups.
 - d. Coordinate emergency planning actions for the County Judge including EOC operations.
 - Arrange for civil defense training classes to meet the needs of the county departments and the general public.
 - f. Maintain liaison with the State and Federal civil defense agencies.
 - g. Maintain current EOC staffing, organization and assignments as shown in the EOC SOP for the particular EOC/central point of contact.

B. DEPARTMENT AND AGENCY FUNCTIONS

FUNCTIONS

RESPONSIBLE DEPT./AGENCY

1. Law & Order and Warning

County Sheriff/Police Chief in Cities

Be responsible for police services within the county including law enforcement, traffic control and the protection

of lives and property. Perform intelligence and damage assessment assignments. Insure police personnel are trained and equipment is available, for radiological monitoring. Dispatch ambulances and wreckers. Activate and dispatch CB units and other equipment as dictated by the disaster situation.

Be responsible for receiving all types of warning (nuclear attack, weather or other), and for disseminating these warning messages as required. Prepare SOP's to cover these responsibilities.

2. Communications

ALTERNATURE DE LA COMPANIA DEL COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DELA COMPANIA DEL COMPA

- a. Maintain and operate all county owned communications systems.
- b. Coordinate the use of supplementary communications systems during emergencies.
- c. Maintain and operate county wide warning system.
- d. Provide for back-up in both communications and warning systems.
- e. Write a SOP to support these functions.

Be responsible for the communications centers which will provide voice link between the EOC's/central contact points in the precincts and incorporated citles within the county, city services, general public, operation teams or agencies, other cities, counties, districts, State and Federal agencies.

3. Fire Protection and Rescue Fire Departments Sheriff's Office

Be responsible for the use of the fire department personnel, volunteers and equipment to control all types of fires and conduct rescue operations within Fort Bend County. Prepare SOP's on fire and rescue operations.

Chemical and explosive accident assistance may be obtained from: Chemical Accidents-Inward Watts Line - 800-424-9300; 24 hours a day provided by the Chemical Manufacturers Association.

Explosives Substance Inspector: C. A. Cummons, 135 Wirt Houston, Texas 77055 Tel. No. 467-7225

the the contract admitting and the same and

(Provided by American Assn. of Railroads)

Write a SOP to support these functions.

4. Ambulance Service

The state of the state of the same of the same of the state of the same of the

Emergency Medical Service Director

Maintain county-wide ambulance service. Coordinate with Sheriff and Police departments to insure proper routing during emergencies. Conduct frequent training with county and city staff to insure prompt and efficient service.

Write a SOP to support these functions.

5. Engineering

County Engineer/City Engineer

Be responsible for condemning and marking unsafe structures, such as buildings, towers, bridges, etc.

Develop detailed SOP's with maps identifying flood prone areas, hazardous roads crossings and evacuation routes from potential flood areas.

6. Public Works

County Commissioners/Public Works

a. Be responsible for maintaining streets and restor-

ing streets and bridges, including debris removal.

b. Assist in decontaminating streets and adjacent grounds.

c. Maintain and restore storm drains and garbage services.

d. Handle all barricading of disaster areas; set up and remove barricades as requested by EOC.

7. Public and Private Utilities Water/Sewer Directors Water District Manager

a. Prepare for and guard against water contamination.
b. Maintain and restore water and sewer sorvices

b. Maintain and restore water and sewer services.
c. Coordinate with appropriate private utility companies to assure that their plans intermesh with this plan for utmost efficiency of operation and that each of them provide a radio equipped representative in the EOC so that emergency information can be exchanged with their respective dispatch or work order sections.

Private Utility Companies are:

(1) Electricity: Houston Lighting & Power

(2) Natural Gas: Entex Incorporated

(3) Telephone: Southwestern Bell Telephone Co.
General Telephone Co.
Sugar Land Telephone Co.
Fort Bend Telephone

d. Assure that services are maintained and restored in the following order:

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- EOC (fire station and courthouse)
- 2. Fort Bend County hospitals
- 3. Convalescent homes
- 4. Water departments
- 5. Sewer plants and life stations (electricity)
- 6. Shelters and schools
- 7. Remainder of county
- e. Help in assessment of damage.

Prepare SOP's for these functions.

8. Health and Medical County Health Unit/Polly Ryon Hospital Administrator

Be responsible for the protection of the population through emergency health and sanitation measures, and for medical support to any affected area. Coordinate planning efforts of hospital and other health units. Coordinate patient body during emergencies. Organize and train triage teams to respond to disaster situations. Develop emergency health and sanitation standards and procedures.

Prepare SOP's for these functions.

(Hospital Plan will be under separate cover.)

9. Emergency Welfare Services County Red Cross Chapter

Be responsible for emergency clothing, housing, feeding registration and family rehabilitation services, utilizing the facilities and personnel of the State Department of Public Welfare, American Red Cross, Salvation Army, and other welfare agencies in accordance with advance arrangements with them. Issue permits for temporary housing (supplies will be needed in advance).

- 10. Personnel and Finance County Auditor/City Finance Officer
 - a. Be responsible for manpower support, including temporary transfer to county employees to disaster duty.
 - b. Be responsible for hiring additional staff or recruitment of volunteers in emergencies if requested by a particular county department or agency.

c. Establish procedures for utilizing volunteer personnel for disaster operations.

d. Establish and maintain a manpower reserve.

e. Coordinate deployment of reserve personnel to city/county departments requiring augmentation.

f. Establish emergency purchasing procedures and/or a disaster contingency fund, with city/county officials.

g. Maintain records of emergency related expenditures for purchases and personnel.

Prepare SOP's for these functions.

11. Damage Assessment

Engineer/Tax Assessor-Collector/Red Cross

Be responsible for gathering damage assessment information from department chiefs and other sources so that the executive groups and all departments and agencies can make their decision from the information received. Revise property records to show results of a disaster.

12. Transportation

Fleet Coordinator of Independent School Districts

a. Identify local transportation resources and arrange for their use in emergencies.

b. Coordinate deployment of transportation equipment of county/city services requiring augmentation.

c. Establish and maintain a reserve pool of drivers, parts, tools and maintenance personnel.

d. Maintain records on use of privately owned transportation equipment and personnel for purposes of possible reimbursement.

Prepare SOP for these functions.

13. Emergency Public Information County Judge and Mayors/
with assistance of Civil
Defense/Emergency Public
Information Officer

a. Compile and prepare emergency information for the public in case of emergency.

b. Arrange for media representatives to receive regular briefings on the county/city's status during extended period of disaster.

c. Secure printed and photographic documentation of disaster situation.

d. Handle unscheduled inquiries from the media and the public.

e. Seek EPI assistance from staff of various local media.

Prepare SOP for these functions.

14. Shelter Services Natural: School Superintendent/

Red Cross

Nuclear: Civil Preparedness

Director

Primary tasks:

a. Maintain the Community Shelter Plan (CSP).

b. Maintain the Crisis Relocation Plan (CRP).

c. Provide for emergency stocking and marking of shelters.

d. Designate shelter management personnel.

e. Secure equipment for feeding and sanitation in nuclear fallout shelters.

f. Provide for assignment of radiological monitors to shelter facilities.

g. Secure additional shelter space as needed.

h. Provide for care of relocatees from other jurisdictions.

Prepare SOP for these functions.

15. Legal

City/District Attorney

- a. Advise county/city officials on emergency powers of local governments and necessary procedures for invocation.
- b. Review and advise county/city officials on possible liabilities arising from disaster operations.
- c. Prepare and/or recommend legislation for emergency purposes.
- 16. Radiological Defense County/City Radiological Defense Office
 - a. Establish and maintain a radiological monitoring and reporting network.
 - b. Secure initial and refresher training for monitors and instructors.
 - c. Under fallout conditions, provide city/county officials and department heads with information on fallout rates, allowable doses and fallout projections.
 - d. Provide input to the statewide monitoring and reporting system.

- coordinate activities of all city/county services performing monitoring activities.
- f. Provide monitoring services and operational advice at the scene of accidents involving radioactive materials.

Prepare a SOP for these functions.

17. Other City/County Departments

All department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of the County Judge and City Mayor.

VII. ACTIONS UNDER VARIOUS CONDITIONS:

A. INCREASED READINESS

- 1. Assemble and brief county officials.
- 2. Arrange for printing and distribution of CSP.
- 3. Review plans, personnel rosters, shelter status, training requirements and status of equipment. Top off gas tanks in auxiliary units and operational vehicles. Check spares and prepare to fix flat tires. Update rosters and plans as necessary.
- 4. Prepare EOC and central points of contact for occupancy; man on skeleton basis or completely at the judgement of the appropriate chief executives or their alternates.
- 5. Review or draft material to be released to the public over radio stations and cable TV as the emergency dictates. For example: EBS announcements or other survival instructions.
- 6. Begin any training classes necessary to fill vacancies or serve as refresher for CD staff on a crash basis, if required.
- 7. Prepare standby plans for extended communications such as extra telephones or radios.

B. WARNING OF NATURAL DISASTERS

- 1. Insofar as time and conditions permit, complete all actions under "Increased Readiness" above.
- According to nature of threatened disasters, begin tornado watch, notify police or fire auxiliaries, appropriate department heads, and utility representatives.
- 3. Each designated staff person will immediately either proceed to his place of duty or standby for subsequent alert call. Travel and vacation plans will be curtailed

and he will keep his home/office informed of his whereabouts at all times. Family survival plans will be tested and rehearsed and preparations will be made for possible relocations.

4. Alert and brief county officials and key local firms,

schools and industries.

5. Warn public according to plans. (Broadcast weather warnings, sound sirens for sighted tornado or other threatening disasters.) Release planned information over radio stations and Cable TV.

6. In the event the EOC or central points of contact are manned, the emergency call-down system will be initiated by the sheriff dispatcher as follows:

a. The sheriff dispatcher will see that all EOC/ civil defense staff/personnel are notified.

b. Each division or agency director will notify their personnel and advise them to pick up emergency disaster passes and display them on their person at all times.

C. WARNING OF NUCLEAR ATTACK

1. Alert local officials and other CD staff.

2. Activate and staff EOC and pre-position shelter

management staffs as appropriate.

3. If attack is imminent, sound sirens and warn population, order movement to shelter and prepare for radiological monitoring.

Begin Emergency Broadcast System (EBS) instruction to

public.

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D. POST-DISASTER (NATURAL DISASTER AS WELL AS NUCLEAR DISASTER)

- 1. In nuclear disaster, conduct radiological monitoring, warn public of fallout conditions, and determine maximum allowable dose for county forces in emergency operations.
- 2. Check or re-establish communications and EBS messages.

3. Maintain law and order.

4. Maintain contact with shelters, insure orderly operation and provide medical care, food, clothing, waste disposal etc., to the extent possible; determine when departure from shelter.

5. As soon as conditions permit, determine extent of damage to utilities, streets, and buildings.

6. Carry out emergency plans as set forth in Basic Plan and SOP's.

7. Establish controls on critical resources and direct their distribution.

- 8. Request outside aid if needed, or furnish support elsewhere.
- 9. Furnish status reports to Department of Public Safety State Disaster District.

VIII. SUPPORT

Request for State or Federal disaster relief assistance, including use of Texas National Guard, or other military force will be made to DPS State Disaster District No. 2A located in Houston, Texas telephone number 713-681-1761, radio call KKC 588.

Request will be made by the County Judge, or in his name by other officials directly responsible to him.

IX. RESOURCES MANAGEMENT

Freezing, rationing or other resource controls may be imposed by direction of the County Judge as necessary under emergency conditions and the situation. All resources within the limits of Fort Bend County, both public and private, will be used when deemed necessary by appropriate government officials, and upon orders from the County Judge during the emergency only.

X. LINES OF SUCCESSION

To insure continuity of operations during threatened or actual emergency situations, the following lines of succession are hereby established:

FORT BEND COUNTY County Judge/Commissioners Sheriff Civil Defense Coordinator

IX. IMPLEMENTATION

This Emergency Operations Plan for Fort Bend County rescinds all previous plans and operational procedures, and is effective immediately. It will be reviewed each six months and revised no less than once a year.

10

OUNTY JUDGE

COMMISSIONER PRECINCT #1

V Julille

COMMISSIONER PRECINCT #2

COMMISSIONER PRECINCT #4

ATTEST:

COUNTY CLERK

Bei in Jo.

4-25-29

DATE

COMMISSIONERS COURT ORDER NO.

A COURT ORDER BY THE COUNTY OF FORT BEND, TEXAS DESCRIBING THE FUNCTIONS, DUTIES, AND POWERS OF SHELTER MANAGERS DURING NATIONAL EMERGENCIES; PROVIDING A PENALTY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COMMISSIONERS COURT OF THE COUNTY OF FORT BEND TEXAS:

SECTION 1. In case of national emergency, Public Shelter Managers duly appointed by the Civil Preparedness Director, shall open public shelters, take charge of all stocks of food, water, and other supplies stored in said shelter, admit the public according to the county's shelter use plan and take whatever control measures are necessary for the protection and safety of the occupants.

SECTION 2. Shelter Managers are authorized to use reasonable restraint against those who refuse to cooperate with the routine of shelter living under emergency conditions. Refusal to carry out the orders of the Shelter Manager and his appointed staff shall be deemed a misdemeanor punishable by a fine of not more than Two Hundred Dollars (\$200.00).

SECTION 3. The fact that there is presently no authorization of power for Shelter Managers during a national emergency in the County of Fort Bend , and the fact that such regulations are needed for the protection of the safety and welfare of the citizens of the County of Fort Bend , during a national emergency, creates an emergency and an imperative public necessity of the immediate preservation of the public welfare and safety which requires suspension of the rule requiring court orders to be read on three separate days before the final passage thereof, and such rules are hereby suspended and this court order shall be effective from and after its final passage, and it is so ordained.

PASSED AND APPROVED THIS 18 DAY OF June 1979.

ATTEST:

Find Ellett

COUNTY CLERK

COUNTY CLERK

By Come Colf-Chief Regular

DISTRICT ATTORNEY

DISTRICT ATTORNEY

APPROVING AND ADOPTING AN EMERGENCY OPERATIONS PLAN FOR THE COUNTY OF FORT BEND

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Whereas, an Emergency Operations Plan for the County of Fort Bend has been prepared by the County's Civil Defense Office and County Department Heads, and its approval and adoption by the Commissioners Court is recommended;

NOW THEREFORE:

BE IT ORDAINED BY THE COMMISSIONERS COURT OF THE COUNTY OF FORT BEND

SECTION 1. That the Basic Emergency Operations Plan for the County of Fort Bend is hereby approved for use by all county departments, agencies and employees.

SECTION 2. A copy of the above described plan dated 6-18-79 consisting of fourteen pages is attached hereto and incorporated herein by reference.

PASSED AND APPROVED THIS

DAY OF

ATTEST:

FILED FOR RECORD

AT/0:4/00'CLOCK & M.

JUN 28 智賀

APPROVED AS TO FORM;

County Clerk, Fort Bend Co., Tex.

The Fort Bend Office of Early Childhood Development discussed with the court a proposal to give children in the county more medical services through the County Health Department. The Services of the OECD to be combined with the Fort Bend County Health Department would allow the OECD to seek more state and federal funds for services such as immunizations and health screening for children under 18 years of age. The immediate goal of the OECD is to start a "Well-Baby" Clinic which would bring a doctor to the county one day a week for parents who cannot afford a regular pediatrician. State and Federal governments will not consider giving grants unless social service agencies have programs started with the support of local governments.

Under the proposed merger, the county would be asked to give \$42,000.00 to start the "Well-Baby" Clinic. The Court suggested that the OECD appear before the court again when public hearings are held on the use of revenue sharing money. County Judge Jodie Stavinoha read a letter to the court from Dr. Walter Culpepper, the Fort Bend County's Health Officer, stating that he supported the merger in its proposed form as long as the two departments do not duplicate services.

Report from the OECD and letter from Dr. Culpepper as follows:

County Judge Jodie Stavinoha

Dear Sir,

The county health unit for a number of years has provided numerous services to the people of Fort Bend County. These have included: Immunizations; V-D control; Tuberculosis control; Sanitation; Hyerptension checks; Diabetes checks and mosquito control, to name a few. We also realize that more services are needed. It would be desirable to have the following services: 1) Well baby clinic. 2) Indigent obstatrical clinic and 3) Family planning Clinic.

It is our plan to set up these services through the County Health Department. This type of service needs Physician staffing and probably can be done with the cooperation of the Medical Schools in our area.

I have talked with Dr. Robert Tuttle, Dean of University of Texas School of Medicine in Houston regarding these plans. He stated that if at all possible the different services of the Medical School would work with us in setting up and providing staff for the proposed areas. We are willing to cooperate with any other organizations to accomplish these goals, but feel that it should be done through a unified effort and under the control of Fort Bend County Health Department.

Sincerely,

Welter E. Culpepper, M.D.

Acting Director -

Fort Bend County Health Department.

The Fort Bend Office of Early Childhood Development is a nonprofit corporation which began as a special demonstration project for the Texas Department of Community Affairs in 1971. The purposes of the organization are to establish and maintain a program of health services, parent education, coordination of available social services, and public education in Ft. Bend County for families with children under seven years of age. These services are provided at four sites in the county: Rosenberg, Kendleton, Stafford and Needville. The office of Early Childhood Development is presently providing two screening programs: early childhood developmental screening, and women, infant and child nutritional screening. Case management is provided as determined needed by the screening or to locate and coordinate resources available. O.E.C.D. presently coordinates with forty other agencies in Ft. Bend County for various services needed. Ten Texas Women University nursing students per quarter are provided practicum experiences with O.E.C.D. O.E.C.D. also provides a rural in-home parenting program for A.F.D.C. mothers and a free book distribution and reading in childrens' homes program in Kendleton and Needville. In order to be responsive to the ethnic and cultural backgrounds of our client population, staff members are of the same ethnic backgrounds as their population. Four of the present staff are bilingual.

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The Ft. Bend O.E.C.D. was originally established to provide health and developmental screening for children aged 0 - 7 throughout Ft. Bend County. The 1973-1974 Ft. Bend County Census/Health Survey and screening program collected data on approximately 6,000 children from all ethnic, cultural and income groups represented in the county.

The data indicated a serious need for health education and pre-natal education for expectant parents and for those with young children. The data indicated that the incident of low birth fate was at least 40% higher than the state average; twenty-eight and one-half percent (28.5%) of the children had one or more childhood diseases, nineteen percent (19%) of the children had not been fully immunized.

protective services here in Ft. Bend are between the ages of 0 - 3. Often the problem is one of physical or medical neglect." Since that time, 0.E.C.D. has taken referrals from the Child Welfare Unit to assist in working with families within their own home. The goal has been to strengthen the children.

This venture however, has brought to light many serious health service problems that are unattended in the county. At present, 0.E.C.D. has attended to 1,230 children since January, 1979, for health care services necessary, but not provided, by the local health department. This is only a small group of children needing such services, as 31% of Ft. Bend's population is under the age of 14, according to the current HGAC Health Systems Agency Report.

There is a significant increase in the number of single teenage (ages 11 - 19) pregnant females. O.E.C.D. provided health screening for 98, ages 11 - 14) in 1978. The fetal death rate is approximately 50% higher than the state average. Generally, the younger the mother, the more at risk the child for being born with disorders. The lower the baby's weight at birth (under 5 1/2 lbs.) the more likely the child will not develop properly. Midwife deliveries are fifty percent (50%) higher than the state average. There is no well baby clinic in Ft. Bend County. Infants who are at risk for low birth weight or illness can no longer be to John Sealy Hospital in Galveston County. Although there is one hospital in Ft. Bend County, for its 90,000 population, it does not serve indigent patients.

Preventive health care is necessary throughout the early childhood years -- immunization screening for health and developmental problems, regular medical care, and proper nutrition.

Nearly all preschool children receive one or two doses of vaccine for polio, diphtheria, pertussis and tetanus, but available data indicate that about 20 percent of preschool children do not complete the recommended series of doses and boosters needed for full protection. Texas law requires full immunization of all children entering school and licensed day care centers, but children can be fully protected by age 2. Despite expanded public health services, a wider availability of vaccines and health education campaigns, young parents continually need to be informed about the danger of death or lifetime impairment that such diseases can cause.

One of five bables born in Texas in 1976 had a teenage mother. Three fourths of mothers aged 17 and younger have no health insurance at all, thus increasing the probability that these mothers will not get prenatal and medical care. As indicated earlier, with thirty one percent of Ft. Bend County being under fourteen years of age, many mothers and children are needing health care services in Ft. Bend County. It is the intent of O.E.C.D. to provide health care services for this population by providing a well child clinic within the county health department. Services provided would include physical examination and screening of all children under the direction of a pediatrician and nursing staff. Immunizations, nutrition deficits and referral and case management would be followed up where deemed necessary.

While a Well-Child Clinic is only a small segment of health care services needed for Ft. Bend County for the Indigent, it would be a beginning of services desperately needed. I hope the Commissioners' Court will so see to provide these services for the families and children of Ft. Bend County.

Respectfully submitted,

Jeanette Elliff
Executive Director
Ft. Bend County Office of
Early Childhood Development

BUDGET SUMMARY

Cost Category	July 79 - Dec. 31	, 1979	Jan.1 -Dec. 31,	1980
				10
Salaries	\$36,000.00		\$70,000.00	
Rent	3,000.00		6,000.00	•
Utilities	1,000.00		2,000.00	
Supplies	2,000.00		1,000.00	
	\$42,000.00	-	\$79,000.00	

Revenue for 1978	\$149,000.00
Revenue from JanApril 1979	\$ 70,000.00
Expected revenue for 1979	\$200,000.00

Total Clients Serviced (January-May 1979) Health Screening

Towns (Mailing Address)

Alief	January 1	Februar	y March	April	May	Total
Arcola	5	4	5		2	16
Beasley	8	3	8	3	14	36
Booth	1 1				1	2
Clodine	7	•	-17-			7

Damon	· i .		3		2	6
DeWalt	2				1	3
East Bernard	6	8	1	4	6	25
Fresno	8	. 1	3		3	15
Fulshear	3	2	2		5	12
Houston			3	4	4	11
Katy			3	1		4
Kendleton	44	20	8	4	20	96
Missouri City	1	6	5	43	4	59
Needville	15	15	17	3	13	63
Orchard	7		6	1	2	16
Pleak	1	4	. •		3	8
Richmond	52	87	59	25	56	279
Ridgemont					1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Rosenberg	70	79	79	62	91	381
Rosharon			2			2
Simonton	1	3	1	1		6
\ Stafford	22	31	29	14	45	141
Sugarland	7	6	1	8	16	38
Tavern					1	1
Wallis		er e. Sø	•	1		1
<u>Total</u>	260	270	234	176	290	1230

Date: May 1979

Active WIC Enrollment

Location of Clients Served

City			• •		Tota	1 Number Clients	•
	Jan.	Feb.	Mar.	April		May	Total
Rosenberg	383	380	375	383		342'	1863
Richmond	158	193	182	198		195	926
Needville	53	55	56	56		56	276
Beasley	25	29	29	19	•	27	129
Kendleton	55	73	62	80		60	3 30
Simonton	1	4	1	8		8	22
Fulshear	11	. 11	11	10			54
Orchard	6	6	11	10			40
Pleak	3	6	3	4	· · · · · · · · · · · · · · · · · · ·		16
East Berna	rd 15	17	13	15	•	15	75
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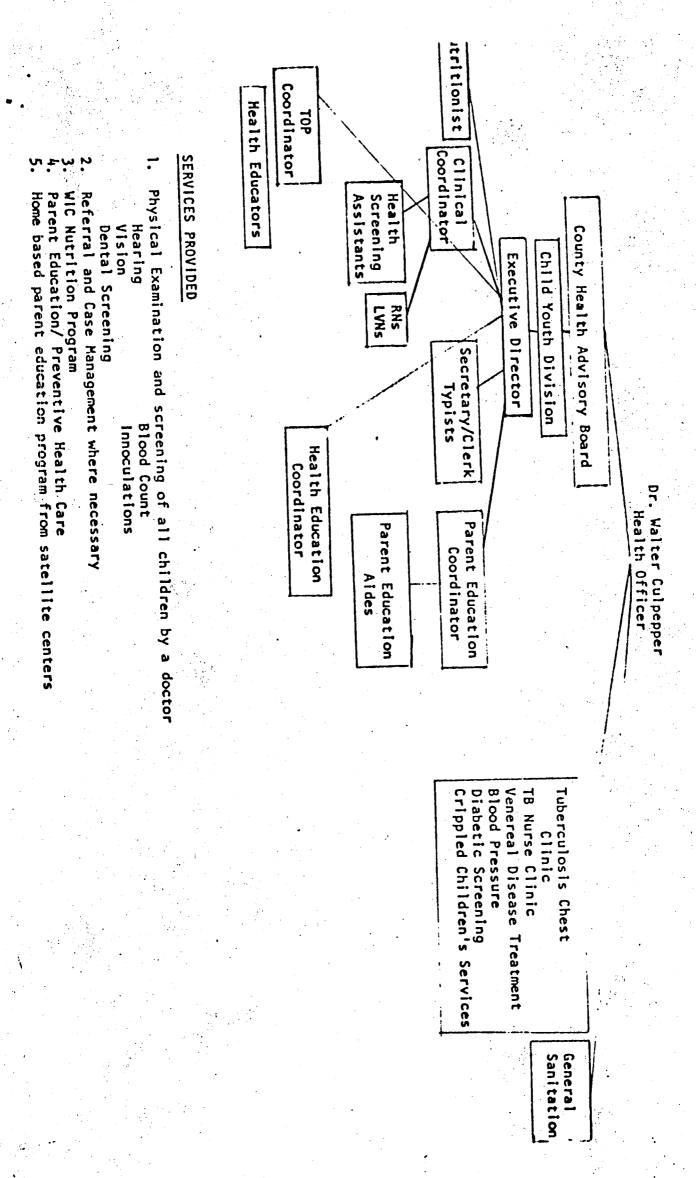
Damon 3 3 5	0			11
Baty 2 2 1	4	•	2	11
Clodine 1 2 1	3			8
Guy 0 0 1	1	•		2
Stafford 101 116 111	114		131	573
Arcola 2 0 0	3		5	10
Fresno 15 17 16	.13		10	71
DeWalt 5 8 4	5	•	3	25
Missouri City 3 9 3	4	•	5	30
Rosharon 4 4 10	4.	•	6	28
Sugarland 21 17 13	20	•	18	89
Total 867 952 908	960	•	902	4,589

FORT BEND OFFICE OF EARLY CHILDHOOD DEVELOPMENT, INC.

1021 Ave. 1 • P.O. Box 1359 • Rosenberg, Texas 77471 713/342-4530

JANUARY- MAY 1979

INCOME RANGE	NUMBER OF	FAMILIES				
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	TOTAL
Less than 5,000	33	41	16	12	36	138
5,000 to 9,999	42	68	33	39	71	253
10,000 to 14,999	12	15	7 .	9 .	24	67
15,000 to 24,999	2	6	3	9	12	32
25,000 or greater	1	4	0	43	3	51
Undetermined	6	15	2	13	12	48
TOTAL	96	149	61	125	158	589



RE: APPROVE PAYMENT OF BILL TO P.G. BELL, CONTRACTORS AND CHRISTOPHER DISTEFANO, ARCHITECT FOR THE COURTHOUSE ANNEX:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the payment of bills to P. G. Bell, Contractor for the Courthouse Annex in the amount of \$78,637.50 and to Christopher DiStefano & Associates, Inc, Architects in the amount of \$1,100.93, as follows;

FT. BEND COUNTY HEALTH DEPARTMENT

	;						
AIA DOCUMENT G702	ECT. Christopher DiStefano & Associates, Inc.	CONTRACTOR: P. G. Bell Co. CONTRACT FOR: Fort Bend County Courthouse Annex	APPLICATION DATE: 4 June, 1979 APPLICATION NO: Nine (9) PERIOD FROM: 30 April, 1979 TO 4 June, 1979	Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached. The present status of the account for this Contract is as follows: ORIGINAL CONTRACT SUM	CONTRACT SUM TO DATE TOTAL COMPLETED & STORED TO DATE (Column G on G702A) RETAINAGE 10 % or 35 noted in Column I on G702A TOTAL EARNED LESS RETAINAGE FESS PREVIOUS CERTIFICATES FOR PAYMENT CONTRACT 1,048,267.00 101,715.90 101,715.90 101,715.90 101,715.90 101,715.90	CURRENT PAYMENT DUE Subscribed and sworm politice me this 4th day of June Notan Fablic Admin A 1981 My Commission expires: 2 March, 1981	entitled to payment in the amount shown above. OVERACTOR ARCHITECT
APPLICATION AND CERTIFICATE FOR PAYMENT	PROJECT: Fort Bend County Courthouse Annex iname, address) 500 Liberty Richmond, Texas	TO (Owner) Fort Bend County. P. 0. Box 368 Richmond, Texas 77469	ATTN: Mr. Chris DiStefano	CHANGE ORDER SUNMARY Change Orders approved additions something previous months by Owner— TOTAL Subsequent Change Orders Subsequent Approved (431,733.00)	TOTALS Net change by Change Orders State of: Texas County of: Harris The undersigned Contractor certities that the Work covered by this Arpli-	Contractor: P. G. Bell Co. Contractor: P. G. Bell Co. By:	In accordance with the Contract and this Application for Payment the Contractor is entitled to pa Architect: By: Chis. By: Littlane This Certificate is not nepotiable. It is payable only to the payer nagged Frein and its issuffice, payment and DOCUMENT GOOD. AND DOCUMENT GOOD. • APPLICATION AND CERTIFICATE FOR PAYMENT • MARCH 1971 EDITION © 1971 • THE AMERICAN INSTITUTE OF AFCHITECTS 1738 NEW YORK AVE. IN W. MACHINGTON, D.

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DESCRIPTION OF WORK ** SCHEDULED .* VALVE PLUMBING 58,709 HVAC-MECHANICAL 128,778 ELECTRICAL 97,541 INSURANCE & BONDS 17,801 CO 1 - REVISE SUMP PIT 200- CO2-REVISE CEILING THICKNESS 325- CO3-RESIVE BASEMENT WALL SYSTM CO 4-CHANGE ALUM FRAME COLOR 815- CO5 ADJUST TELLERS RUN ALLOWANCE 2,153- CO6 ADJUST HARDWARE ALLOWANCE 2,367 CG7 PHONE CONDUIT TO COURTHS 2,367 TALS 1,048,267	P. G. BELL CO. OI JOB-0361 FT BEND COUNTY C
# WORK COMPLETED ** TOTAL COMP	DATE
BALANCE TO FINISH 1.951 ()	E 5/31/79

STATEMENT

TO:

COUNTY JUDGE AND COMMISSIONERS

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Fort Bend County

P. O. Box 368 Richmond, Texas 77469

FROM:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501

Houston, Texas 77056

DATE:

June 11, 1979

RE:

FORT BEND COUNTY COURTHOUSE ANNEX

Contractor's Pay Request #9: \$78,637.50 - APPROVED

Architect's Fee: $(78,637.50 \times 7\% \times 20\%)$

DUE ARCHITECT:

\$1,100.93

Marine

10

RE: APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING TO SEAGULL PIPELINE CORPORATION CROSSING STREAMS IN FORT BEND COUNTY:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed.

H. Helwig, and duly passed, the court approved the application for and permit granting pipeline crossing to Seagull Pipeline Corporation, crossing streams in Fort Bend County, as follows:

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112 1 The manufacture of the Late of the L

APPLICATION FUR AND PERMIT GRANTING PIPE LINE CROSSING

TO THE HONORABLE COMMISSIONERS COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW SEAGULL PIPELINE CORRORATION

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this

day of

.9_19_.

SEAGULL PIPELINE CORPORATION

Attest: Elizabeth B. Vaub

BY: S. S. Williams

Vice President

IN THE COMMISSIONERS COURT ---- FORT BEND COUNTY, TEXAS

ON THIS the // day of on motion duly made, seconded and passed by the COMMISSIONERS! COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried pipeline under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried pipe- is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

BY: Coynty Judge

NOTES:

- I. CASING PIPE SHALL BE BARE PIPE.
- 2. INSTALL SEAL BUSHINGS AND INSULATORS ON 10' CENTERS.
- 3. SEE STANDARD FOR VENT DETAIL.
- 4. CUT VENT HOLE AND WELD VENT PIPE TO CASING PIPE PRIOR TO INSERTING CARRIER PIPE.

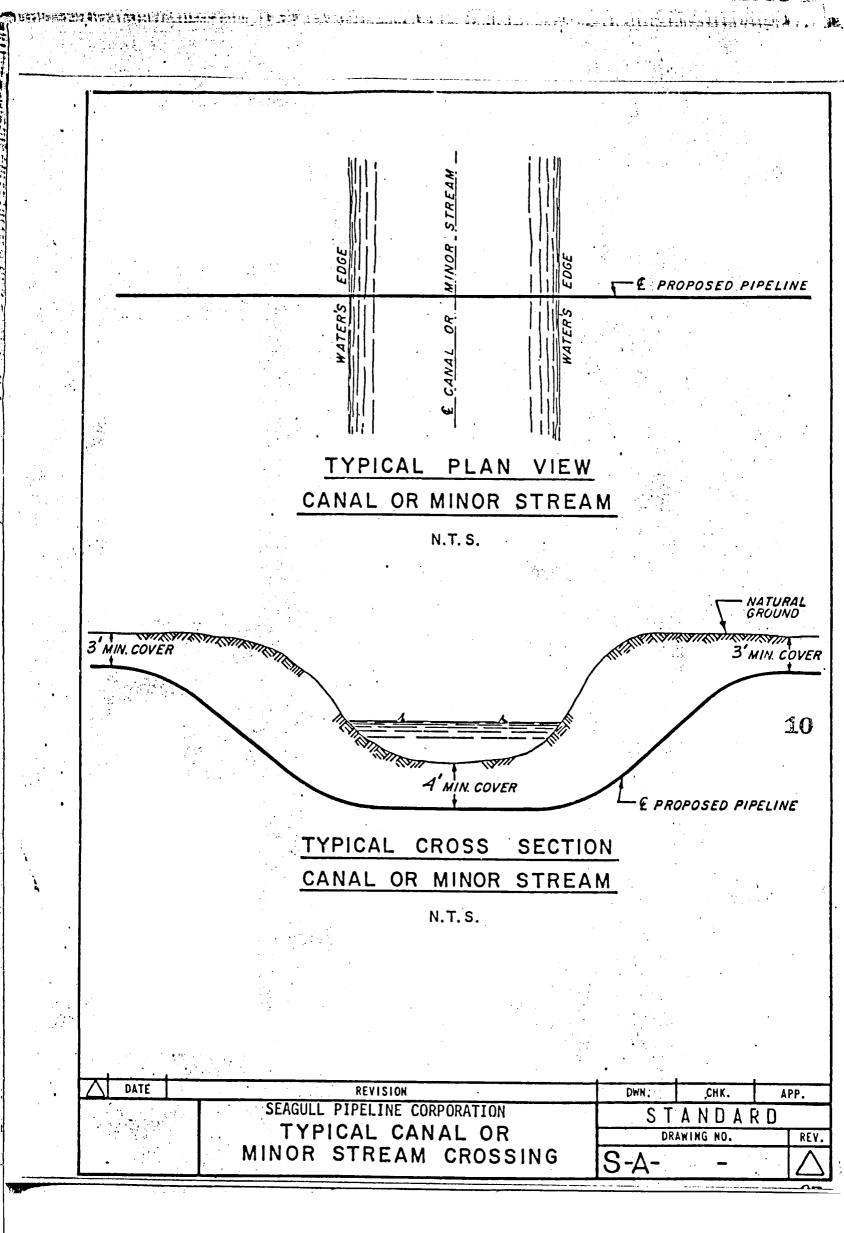
 VENT PIPE BELOW GROUND SHALL BE COVERED WITH ONE COAT OF ROSKOTE MASTIC 612 ***

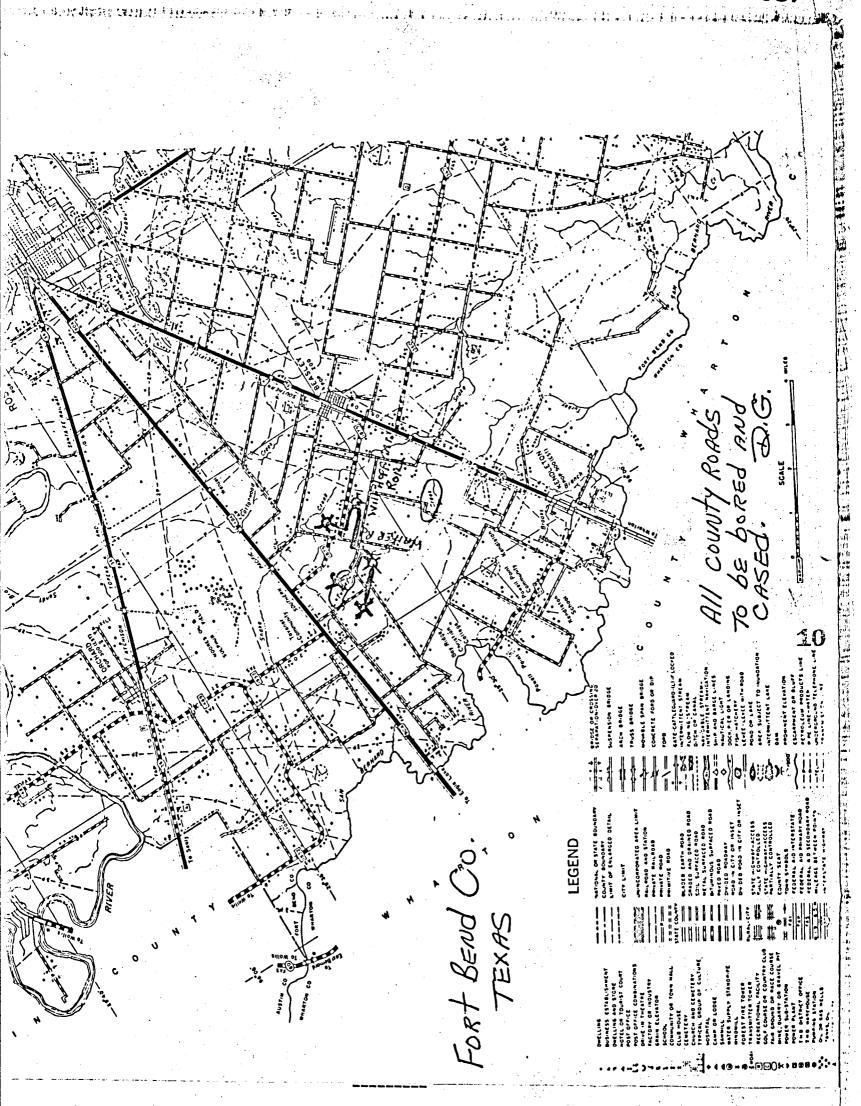
 (MEDIUM) OR EQUAL. VENT PIPE ABOVE GROUND SHALL BE PAINTED WHITE IN ACCORDANCE WITH

 SPECIFICATIONS, IF A "DOG LEG" IS REQUIRED ON THE CASING VENT. THE HORIZONTAL'

 SECTION OF THE VENT PIPE SHALL HAVE A MINIMUM OF 30-INCHES COVER.
- 5. INSTALL TYPE I CATHODIC PROTECTION TEST STATION.
- 6. FOR LOCATION AND LENGTH OF CASED CROSSINGS SEE THE APPLICABLE AUGNMENT SHEETS.
- 7. CROSSING INSTALLATION SHALL BE IN ACCORDANCE WITH APPLICABLE PERMIT
- 8. BORING SHALL BE DONE BY AN APPROVED METHOD AND THE CASING SHALL BE ADVANCED AT A RATE APPROXIMATELY EQUAL TO THE RATE OF BORING. WHERE BORING IS NOT PRACTICAL. DUE TO ROCK STRATA OR OTHER OBSTRUCTIONS. THE DISTRICT ENGINEER OF THE DEPARTMENT OF HIGHWAYS SHALL FIRST APPROVE ALL PLANS FOR CONSTRUCTION BY "OPEN CUT", "TUNNELING" OR OTHER METHODS.
- 9. IN REFILLING THE TRENCH EXCAVATED FOR THE PIPELINE. ADJACENT TO HARD SURFACED ROADS OR ROADS WHERE TRENCHING IS FERMITTED. THE TRENCH SHALL BE PROMPTLY BACKFILLED IN A PROPER AND WORKMANLIKE MANNER SO AS TO LEAVE NO HOLES OR OBSTRUCTIONS THEREIN AND SO AS TO PROVIDE PROPER DRAINAGE.
- 10. CASING SHALL EXTEND TO POINTS BEYOND THE ROAD DITCH LINES AS DETERMINED BY THE ENGINEER.
- II TEST WILL BE MADE TO INSURE PIPE NOT SHORTED TO CASING.

	SEAGUL	L PIPELINE CORP	ORATION	80 4 0	CROSSING	S WITH	CASING
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APPROVED		DATE		APPROVED	İ		· ·





There being no further business, the court adjourned at 12:10 o'clock

P.M.

ATTEST:

COUNTY CLERK

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COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED THAT on the 25th day of June, 1979, the Commissioners Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct # 1

W. Lee Schmidt

Commissioner Precinct 2

Tony Jebbia

Commissioner Precinct # 3

Ed. H. Helwig

Commissioner Precinct # 4

when the following were had and the following orders were passed, to wit:

Re: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the minutes of Special Session of June 18, 1979, as corrected.

RE: OPEN BIDS FOR THE FOLLOWING: (1) LIBRARY SHELVES AND (2) SALE OF ONE USED RAIL-ROAD FLAT CAR FROM PRECINCT # 3.

(1) On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the Court accepted the bid of Demco Educational Corp. for Library Shelves & Filing Cabinets for the Mamie George Branch at Stafford, Texas in the amount of \$2,382.00.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the Court accepted the bid of Demco Educational Corp. of Library Shelves & Filing Cabinets for the Albert George Branch in Needville, Texas in the amount of \$2,754.00.

(2) Sale of one used railroad flat car from Precinct # 3.
This item passed until a later date.

RE: JUDGE CARL B. BENTLEY, JUSTICE OF THE PEACE, re: PERMISSION TO HIRE SECOND FULL TIME CLERK.

On Motion of Commissioner Ed.H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court voted to amend the Budget in the amount of \$1,591.95 to be paid out of the emergency portion of the General Fund for a part time Clerk in the office of Judge Carl B. Bentley, J.P. Pct. # 4. for the rest of the year of 1979.

I SUBMIT THE FOLLOWING BID FOR THE TRADE-IN LISTED BELOW. I agree that if this bid is accepted the unit will not be available until whichever unit is accepted is delivered to Fort Bend County.

refeat

1. 1974 - International 5-6 yard dump truck Motor # 10662DHA 53211

#3,500,00

2. 1974 - International 5-6 yard dump truck Motor #10662DHA53130

<u> 3,3 W 10 U</u>

3. 1970 - Ford 5 yard dump truck
Motor #

#17500

4. 1967 - GMC 5 yard dump truck

#4750.00

accept

. 1971 - International 10 yard dump truck Motor #74791CGB214//

NAME 14 itel Louish. (MITCHLEDINSKI-SALES REP.)

FIRM SOUTH LOOP FORD TRUCK SALES INC.

ADDRESS 8901 E. ALMEDA, HOUSTON, TEXAS 77045

PHONE 741-3660

DATE 6/18/79

LU

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the Court voted to accept the check of U.S. Homes in the amount of \$27,000.00 for work on Schumann Road in Precenct # 4.

RE:ACCEPT BIDS OPENED AT PREVIOUS MEETING FOR DUMP TRUCKS AND A CRAWLER TRACTOR.

On Motion of Commissioner Johnnie Pustka, Seconded by Commissioner Tony accept

Jebbia and duly passed, the Court voted to/bids on the sale of two (2) dump trucks as specified - \$3,500.00 and \$4,750.00 from South Loop Ford Sales Co., Houston,

Texas.

(recorded in the minutes in full)

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the Court accepted the bid of Plain Machinery, P.O. Box 2089, Houston, Texas for a Tractor Crawler, International Harvester TD 25 E, Payable out of the Gross Receipts from Sanitary Land Fill, in the amount of \$129,521.00

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner

W. Lee Schmidt, and duly passed the court accepted the bid of Bennett International

2700, Ave. H., Rosenberg, Texas for one(1) 1978 International 1700 at the cost of

\$12,691.00. for Pct. # 1.- One (1) 1979 International 1824 at the cost of

\$13,744.00 for Pct. # 1.- (both are 5 yd. trucks)- one International Diesel ten (10)

yard dump truck F-2554 for the price of \$32,575.00 for Pct. # 1.

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, and duly passed the Court approved the bid of Bennett International, 2700 Ave. H. Rosenberg, Texas for one (2) International Diesel ten (10) yard dump truck each, F-2554 at the cost of \$32,575.00/for Pct. # 2.

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court decided to advertise for bids on a new or used Crew Cab pickup truck for Pct. # 4, and to cancell the bid of Dub Miller Ford of Rosenberg, Texas from the Month of February, 1979.

The second section of the second seco

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the Court approved the Plat of Mission West, Section I subject to the filing of the bond and Corrections on an Easement.

7 RE: MR. ENNIS HUMPHREY, MAYOR OF KENDLETON, RE: DISCUSS LEVELING AND CURBING OF OF SENIOR CITIZEN SITE.

No Action was taken by Court.

RE:SOUTHWESTERN BELL TELEPHONE, RE: REQUEST TO LAY BURIED CABLE ON KIRKWOOD IN EAST FORT BEND COUNTY.

No Action was taken by Court., as this is in the City Limits of Stafford.

RE:WILBUR SMITH & ASSOCIATES, RE: PRESENTATION OF PRELIMINARY FINDINGS OF THOROUGHFARE STUDY FOR FORT BEND COUNTY.

Presentation of Preliminary findings of thoroughfare study was made by Mr. Connelly of Wilbur Smith & Associates to the Fort Bend Commissioners' Court and will return on Friday June 29, 1979 to meet with the Texas Highway Department.

10 RE: MR. CHRIS DESTEFANO, ARCHITECT, RE: CONTRACT FOR NEW JAIL.

Mr. Chris DeStefano, Architect for the New Fort Bend County Jail made a recommendation of Spaw Glass Co. as Contractors for the New Jail but there was no action made by the Court and will discuss the matter further on Friday, June 29,1979.

There being no further business the Court recessed at 12:00 O'Clock noon until Friday, June 29,1979 at 10:00 O'Clock A.M.

Court reconvened June 29th, 1979 at 10:00 A.M.

RE: STATE DEPARTMENT OF HIGHWAYS & PUBLIC TRANSPORTATION'S 20 YEAR ROAD PLAN.

Mr. Omer Poorman presented a revised 20 year Highway Plan to the Commissioners' Court.

2 RE ACCEPT BID, RE: CONTRACT FOR NEW JAIL.

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On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed the Court accepted the bid of Spaw Glass Co. in the amount of \$3,149,000.00 for construction of the New Jail. The choice was based on the fewer Calender days for completion of the project and the qualification of the contractor.

There being no further business, the Court adjourned at 11:30 P.M.

County Judge

Attest:

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND

BE IT REMEMBERED That on the 2nd day of July, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

parties that the first of the first of the second of the s

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Ed. H. Helwig

Commissioner Precinct #4

Commissioner Tony Jebbia was absent, when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Hewlig, seconded by Commissioner W. Lee Schmidt and duly passed, the court approved the minutes of Special Session of June 25, 1979, as corrected.

Bond on the plat of Mission West Section I was accepted by the court.

$\mathcal L$ RE: APPROVE CHANGES IN THE DEPOSITORY PLEDGE CONTRACTS:

10

There were no changes in Depository Pledge Contracts.

3 RE: APPROVE TO MAKE APPLICATION FOR CETA TITLE 6 AND TITLE 2-D FOR FUNDING FROM OCTOBER 1, 1979 TO SEPTEMBER 30,1980:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner

Johnnie Pustka, and duly passed, the court authorized the Grant Coordinator to

make application for CETA Title 6 and Tile 2-D for funding from October 1, 1979

to September 30, 1980, which application will have to be made by July 10, 1979.

The application will be made for 7 slots for Title 6 being approximately \$50,000.00

and 6 slots for Title 2-D for approximatley \$44,000.00, with no matching funds.

RE: ORDER TO SET HEARING ON PROPOSED USE OF REVENUE SHARING:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner
W. Lee Schmidt and duly passed, the court set July 16, 1979 at 1:30 o'clock P.M.
for the hearing on proposed use of Revenue Sharing. Notice as follows:

The County of Fort Bend will hold a Public hearing at 1:30 P.M. on July 16, 1979 in the Commissioners Court Room on the first floor of the Courthouse in Richmond, Texas. This hearing is for the purpose of obtaining written and oral

comments from the public on the proposed use of revenue sharing funds in the upcomming budget for Fiscal Year 1980.

All interested citizens groups, senior citizens and senior citizen organizations are encourged to attend the hearing. Persons attending the hearing shall have the right to provide written and oral comments and suggestions reguarding possible uses of revenue sharing funds.

The estimated amount of revenue sharing funds expected to be received during Entitlement Period Eleven is \$589,710.00.

5 RE: GROUND BREAKING FOR NEW FORT BEND COUNTY JAIL:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the holding of the ground breaking for the new Fort Bend County Jail on Monday July 16, 1979 at 11:00 o'clock A.M.

RE: APPROVAL OF PLAT FOR TARA SUBDIVISION SECTION II:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner

W. Lee Schmidt, and duly passed, the court approved the plat of Tara Subdivision

Section II, being a subdivision of 58.21 acres of land containing 254 lots in 12

blocks in the Joseph Kuykendall League A-49, Fort Bend County, Texas.

7 RE: LILLIAN STAVINOHA, LIBRARIAN - REQUEST TO AMEND THE BUDGET IN REFERENCE TO SALARIES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner

Johnnie Pustka, and duly passed, the court authorized to amend the Library

budget in the amount of \$2000.00 for the rest of the year for necessary increase

in salaries for the library personnel. Four (4) part time hourly clerks be raised

from \$2.65 an hour to \$2.90 per hour and 1 administrative position that is open

from \$50.00 to

\$775.00 per month. To be paid for out of the emergency fund.

RE: APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING TO TEXAS EASTERN TRANSMISSION CORPORATION IN PRECINCT #2:

On MOtion of Commissioner W. Lee Schmidt, seconded by Commissioner

Johnnie Pustka, and duly passed, the court approved the application for and permit

granting pipe line crossing to Texas Eastern Transmission Corporation

to construct a 4 inch gas line under Snake Creek and 2 drainage ditch in Precinct #2,

as follows:

APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING

TO THE HONORABLE COMMISSIONERS COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COLES NOW Texas Eastern Transmission Corporation

P. O. Box 2521, Houston, TX 77001

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned officer of said Company has full authority to bind said Company hereto.

	Executed	i.n	quadr	uplicate	originals	this	27th	_day	oſ
1.7.1.1.	The second second	June	2		19 79				
r									

Sworn to and subscribed before me this 27th day of June, 1979.

ONCY STEINMANN
Notary Public in Harris County, Texas

Texas Eastern Transmission Corporation

James G. Malven, Manager Rights of Way & Land Department

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(on motion duly ma	de, secon	ded and passed	l by the C	OMMISSIONER	es†
(COURT of FORT BEN	D COUNTY,	TEXAS, and sp	read on i	ts minutes,	
1	the above petitio	n is here	by granted, an	d said ap	plicant is	
ł	nereby granted (s	o far as t	the County is	able to g	rant) permi	.ssion
ŗ	right and privile	ge to lay	, maintain, re	pair and	operate a	,
t	ouried telephone	cable unde	er and across	the certa	in roada	
d	itches, drainage	canals ar	nd highways as	shown on	the nlate	
а	ttached to said	applicatio	on on file in	the COUNT	Y .IIIDCE19	
0	FFICE; upon the	condition	and agreemen	ts of net	- Jobon S	
3	aid buried cable	is to be	laid onersto	t manatus	rovouer.	
t	ained so as not t	o interfe	re with drains	as and -	ed and main.	
. t	enance and free ϵ	und undist	urhed use of	sea and br	coper main-	
dı	cainage canals an	id highway	to manada	said roads	s, ditches,	
d۱	le to the constru	intian and	s, to repair	III damage	incurred	
c)	le to the constru	icorou and	maintenance,	and to re	elocate or	
	nange at petition	er's risk	and expense a	s directe	d by the	
	MINITOSTONERS, COO	RT upon re			4 4 4	
00	NIMMY .		easonable noti	ce, and t	o save the	· · · · · · · · · · · · · · · · · · ·
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NADINE RAMZY, 60 RODS

OTTO PASTOR .

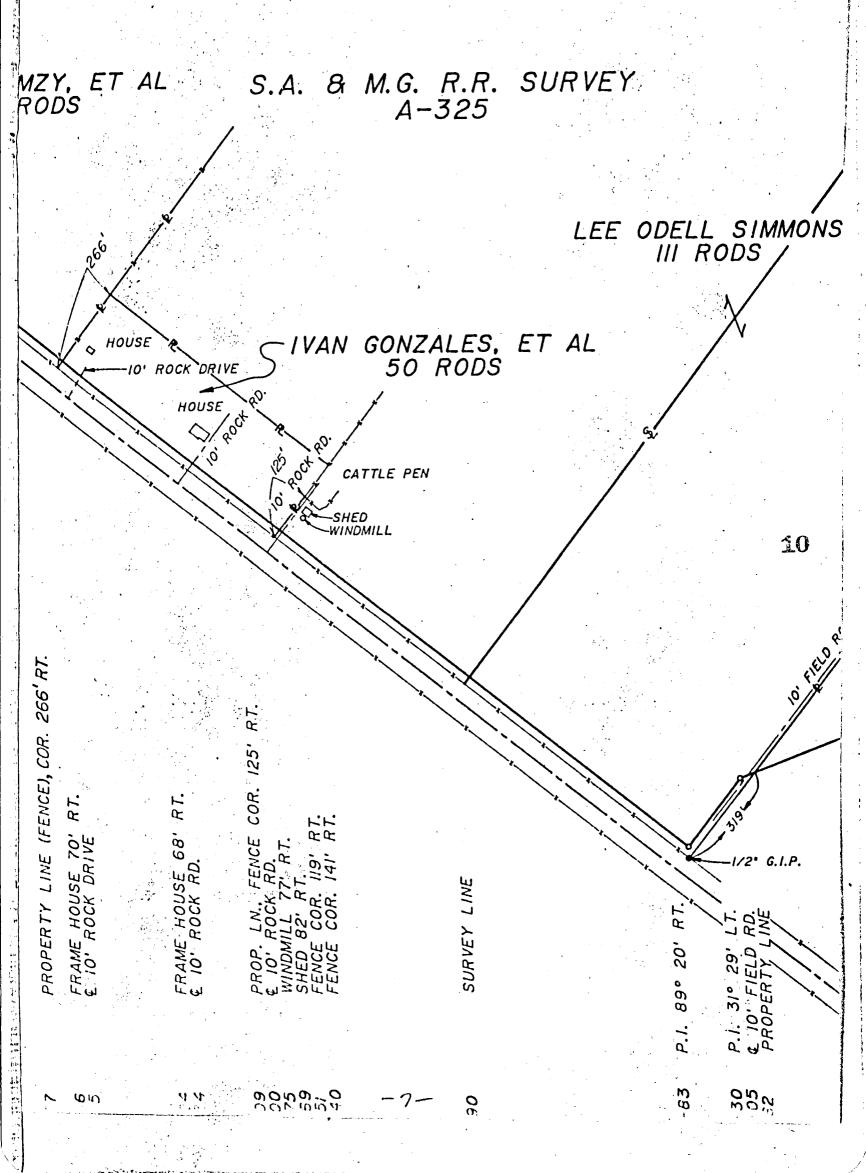
OTTO M. PASTOR 29 RODS

10

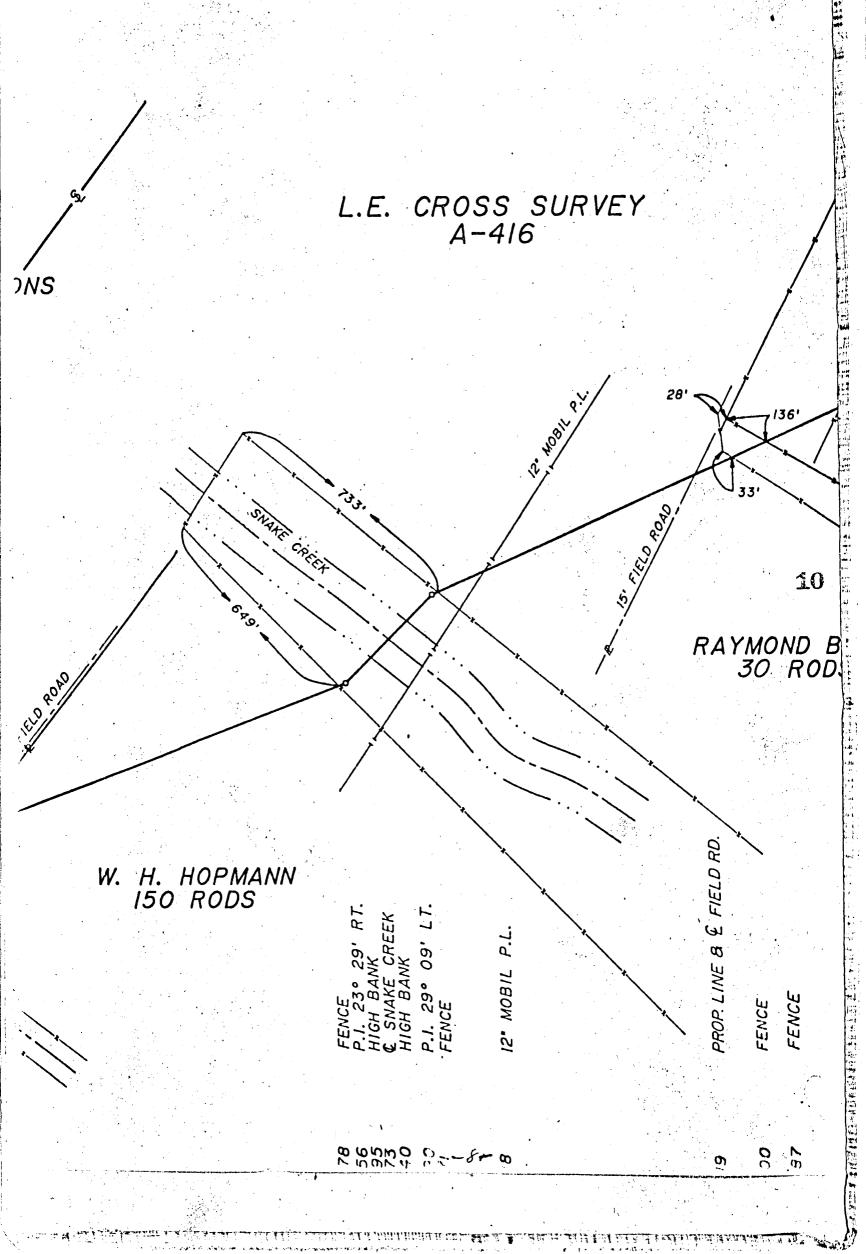
PROPERTY LINE (FENCE), COR. 266' RT.

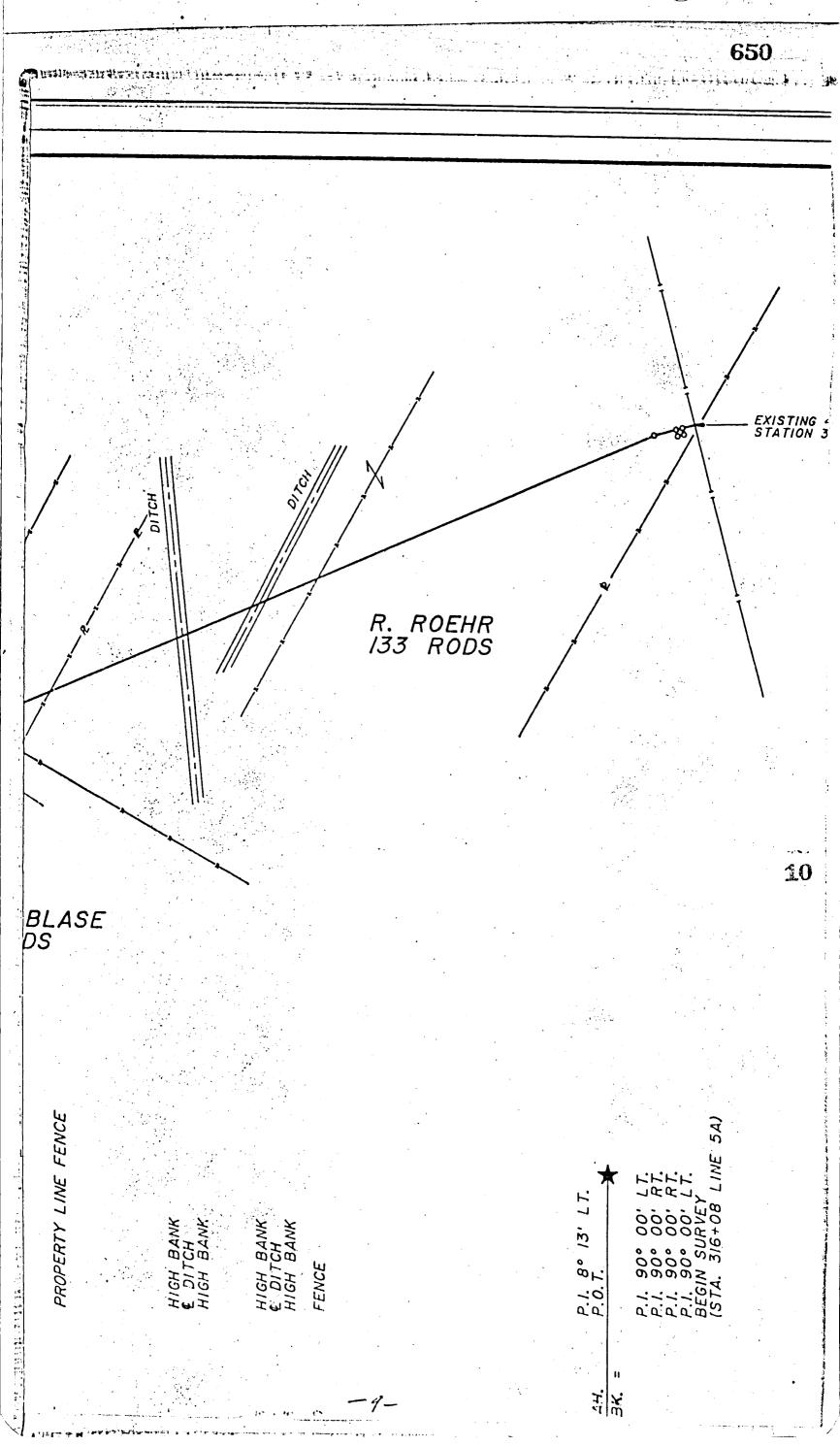
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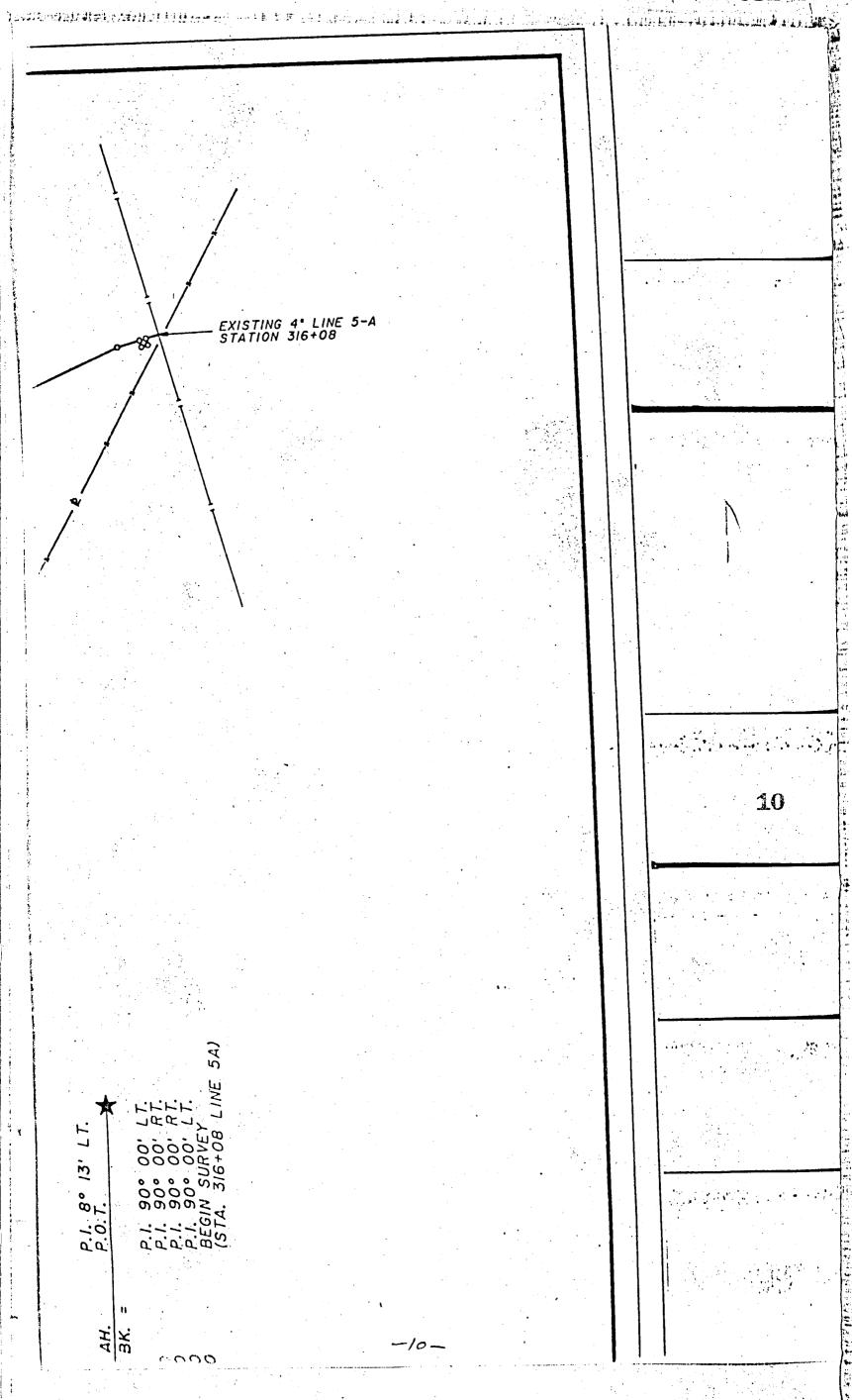
E WELL 1/ P.I. 13° 20' LT. P.I. 90° 00' LT. P.I. 90° 00' RT. R.O.W. FENCE E. F.M. 1875 R.O.W. FENCE P.I. 90° 00' LT.



END COUNTY, TEXAS

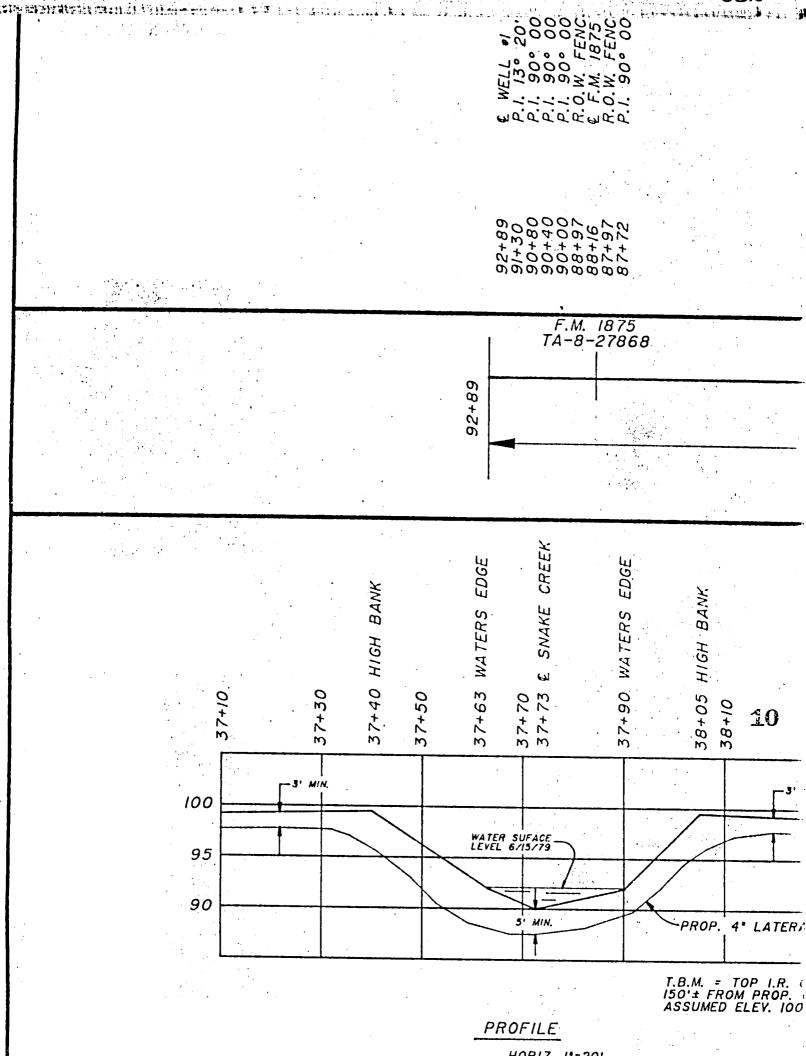






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NOTE: WHER



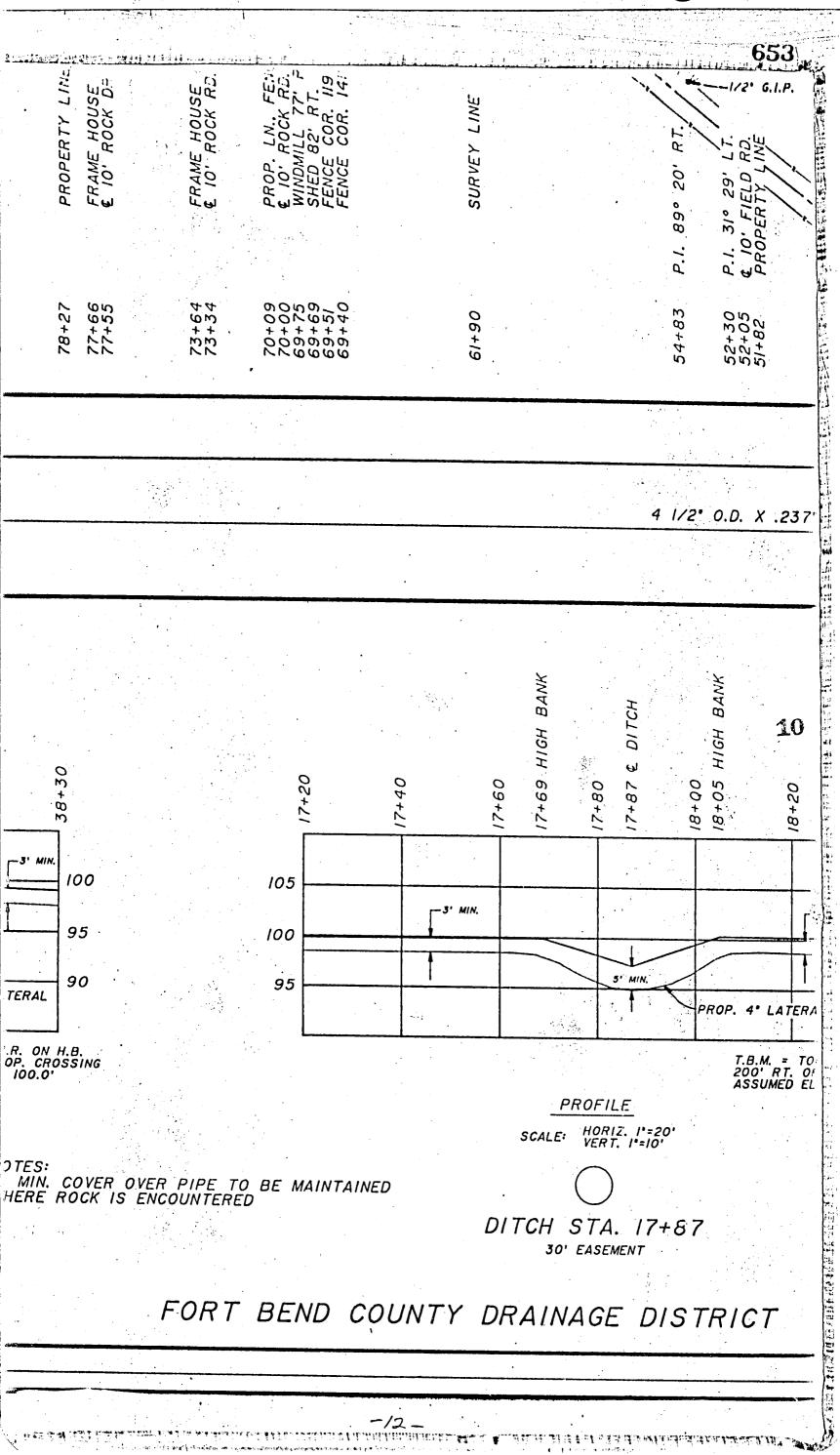
HORIZ, 1'=20' VERT. 1'=10' SCALE:

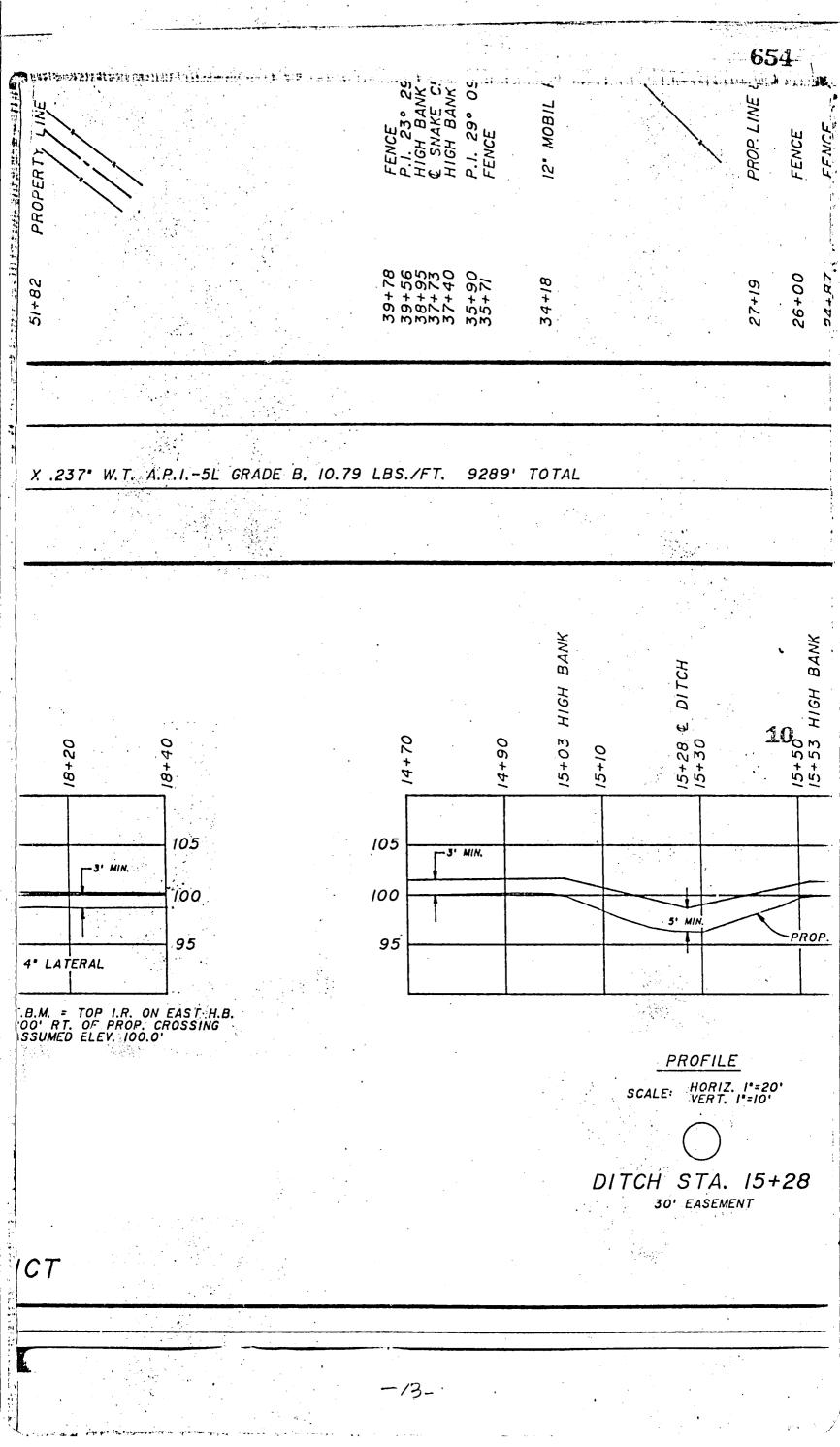
SNAKE CREEK

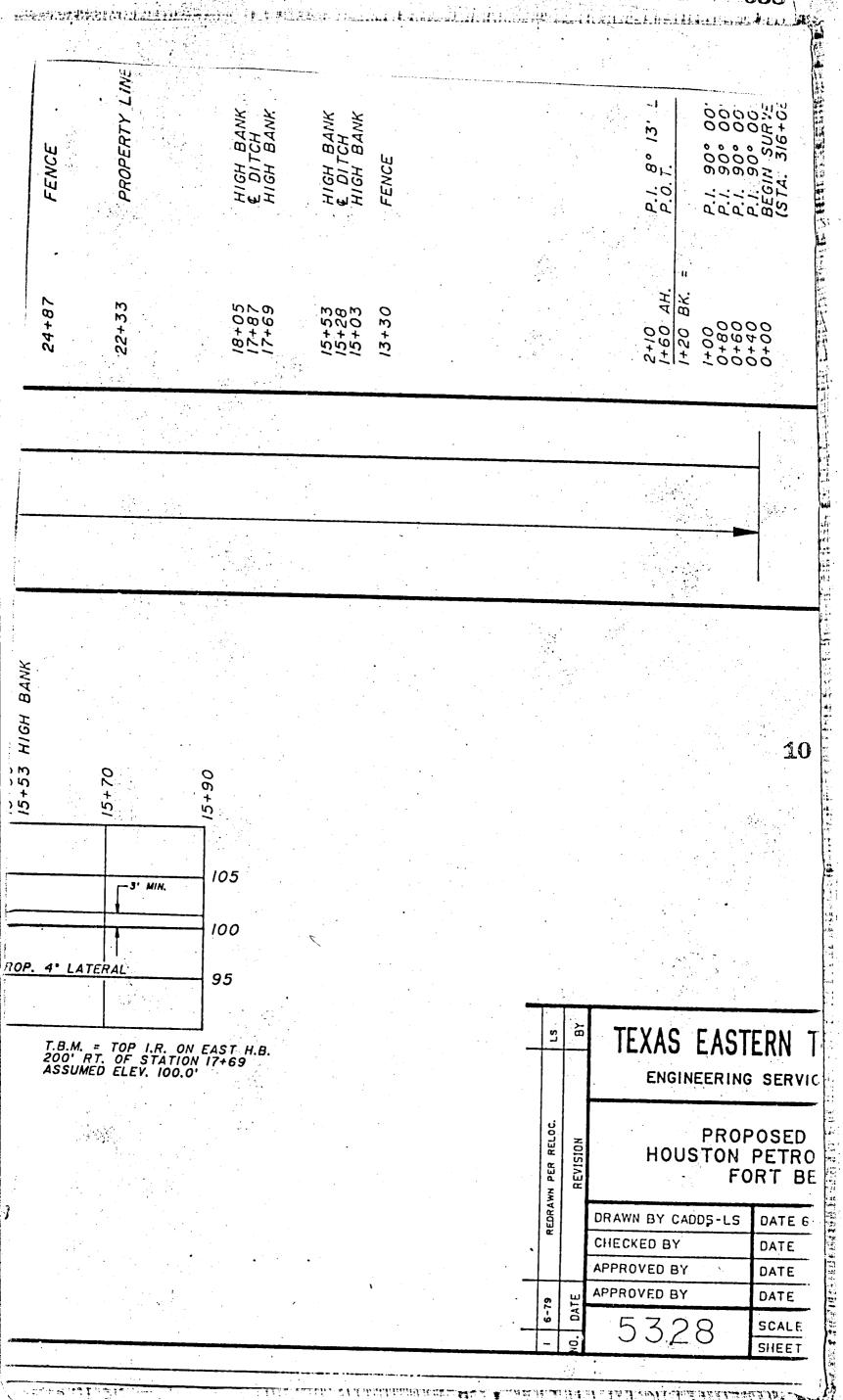
160' EASEMENT

REFERENCE DWG. TF-8-CIOI55 ALIGNMENT SHEET 3 OF 3.

15







P.1. 8° 13' 1. P.0.T. 90° 00' P.1. 90° 00' P	3EGIN SURYE STA. 316+08		
2+10 1+60 AH. 1+20 BK. = 1 1+00: 0+80: 0+60: 0+60: 0+40: F		•	

TEXAS EASTERN TRANSMISSION CORPORATION ENGINEERING SERVICES DIVISION - HOUSTON, TEXAS PER RELOC. PROPOSED 4" LATERAL PIPELINE HOUSTON PETROLEUM'CO. *1 OTTO PASTOR FORT BEND COUNTY, TEXAS DATE 6-21-79 APPROVED BY DATE DRAWN BY CADDS-LS APPROVED BY DATE CHECKED BY DATE APPROVED BY DATE APPROVED BY APPROVED_BY DATE MENLMON,-DESIGN & CONSTRUCTION TE-8-27869.1 SCALE 1' = 300' SHEET OF

(MAP.ALIGN.LN5A-I.TEX.FTB.SHTI-79)

RE: TRANSFER OF COURTHOUSE MAINTENANCE CONTRACT:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. courthouse
Helwig, and duly passed, the court authorized the transfer of maintenance contract
from Dave McClung to Jack Moore. Contract being for the amount of \$1,000.00 per
month.

10 RE: ADVERTISE FOR BIDS FOR ONE OR MORE SLOPE MOWERS MOUNTED ON TRACTOR:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to advertise for bids for one or more slope mowers mounted on tractor.

// RE: BETTY HANZELKA, TAX ASSESSOR/COLLECTOR - DISCUSS STATUS OF TAX ROLL:

Betty Hanzelka, County Tax Assessor/Collector told the court that the Tax roll was not correct and she is continuing to correct errors in roll from A through H, in which the totals are not correct. The firm now handling the printing of the tax roll has been reprograming the computer to correct errors and everytime they reprogram, they get another answer. The Tax Collector told the court that she hopes that the tax roll will be ready next week.

12 RE: SHERIFF ERVIN HURTA REQUEST FOR FUNDS TO COVER COST OF GUARD SERVICE AT JOHN SEALY HOSPITAL:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed.

H. Helwig, and duly passed, the court authorize to amend the Sheriffs Budget in the amount of \$3360.00 to cover cost of guard service at John Sealy Hospital for Johnnie Garner, which was presented to this date, to be paid for out of the emergency General Fund. Sheriff is to come back before the court every two weeks as expenses occur in this matter.

13 RE: ADVERTISING FOR BIDS FOR OFFICE SUPPLIES AND OTHER SUPPLIES AND MATERIALS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt and duly passed, the court ordered to re-advertise for bids for supplies from suppliers that do not wish to extend the bids for another six (6) months.

The Court ordered to extend bids for another 6 months to those that do not wish to re-advertise for office supplies and other supplies and materials.

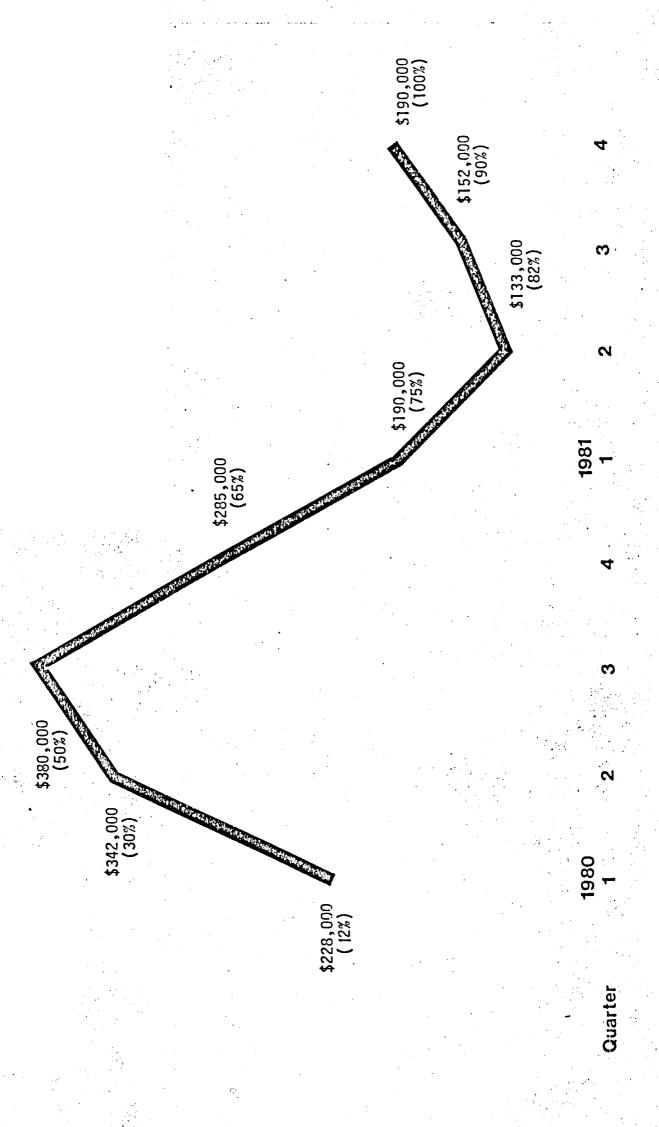
NE: MR. BILL MERRIMAN, RAY BAILEY ARCHITECTS, - COURT HOUSE RENOVATION:

Mr. Bill Merriman with Ray Bailey Architects gave the court a report on the Courthouse Renovation. The following is a cost breakdown by divisions.

FORT BEND COUNTY COURTHOUSE COST ESTIMATE

June, 1979		
Building Cost	\$ 1,668,250	(\$55.60/S.F.)
June, 1980 Building Cost	\$ 1,868,440	(\$62.28/S.F.)
Contingency (10%)	\$ 186,860	1
Total Building Cost	\$ 2,055,300	
COST BREAKDOWN BY DIVISIONS		
1. General Requirements	\$ 210,000	(12.6%)
2. Site Work	10,000	(.6%)
3. Concrete	6,600	(.4%)
4. Masonry	8,800	(.5%)
5. Metals	55,500	(3.3%)
6. Wood And Plastics	78,600	(4.7%)
7. Moisture Protection skyling	£ 255,000	(15.3%)
8. Doors, Windows, Glass	63,800	(3.8%)
9. Finishes	333,650	(20.0%)
10. Specialties	20,900	(1.3%)
11. Equipment	5,000	(.3%)
12. Furnishings	- -	
13. Special Construction Class	Ps 70,000	(4.2%)
14. Conveying Systems (Elevator	r) Hew 45,000	(2.7%)
15. Plumbing HVAC	74,000 237,200	(4.4%) (14.3%)
16. Electrical	194,200	(11.6%)
	\$ 1,668,250	(100.0%)

Based on \$1,900,000 Construction Cost Over a 20 Month Period Beginning February 1980



Construction Cash Flow Fort Bend County Courthouse

10

The court recessed at 12:05 o'clock P.M. until 1:30 o'clock P.M. to approve bills.

The Court re-convened at 1:30 o'clock P.M. when the following order was has.

\5 RE: APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' office, as approved by the Commissioners' Court in person in June (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed and approved.

There being no further business the Court adjourned at 3:55 o'clock P.M.

COUNTY JUDGE

ATTEST

COUNTY CLEDY

REGULAR SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND

BE IT REMEMBERED That on the 9th day of July, 1979, the Commissioners'

Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the minutes of Special Session of July 2, 1979, as corrected.

RE: LETTER FROM DIVISION OF DISASTER EMERGENCY SERVICES READ INTO THE MINUTES:

County Judge Jodie E. Stavinoha read the following letter into the minutes concerning Emergency Operations Plan.

DIVISION OF DISASTER EMERGENCY SERVICES

TEXAS DEPARTMENT OF PUBLIC SAFETY

WILLIAM P. CLEMENTS
Governor

5805 N. Lamar Blvd. Box 4087 Austin, Texas 78773 512/452-0331, Ext. 2430

July 3, 1979

WILSON E. SPEIR Director

M. P. BOWDEN Coordinator

Mr. Frank Patryn, Coordinator Fort Bend County Civil Defense 414 Kyle Street Sugarland, Texas 77478

Dear Mr. Patryn:

Thank you for sending us a copy of your Emergency Operations Plan dated June 18, 1979. Our review indicates that you and your staff have done a commendable job of updating this document. Please pass our compliments along to everyone who helped out.

We are returning your plan dated June 1, 1963 for you to dispose of as you see fit.

Thanks again, and if you need any assistance in the future just let us know.

Sincerely,

Frank T. Cox State Coordinator

Larry J. Skiles
Plans and Operations Officer

· -1-

RE: LETTER OF RESIGNATION FROM HAROLD A. GUMM, COUNTY HEALTH UNIT MANAGER:

County Judge Jodie E. Stavinoha read into the minutes, a letter of resignation of Harold E. Gumm, County Health Unit manager, effective as of July 31, 1979.

RE: BIDS ON OFFICE BUILDING AT FAIRGROUNDS AND ADDITION OF GROOMING AREA TO EXISTING WASHROOM AT FAIRGROUNDS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court extended the time for opening bids for an office Building at the Fairgrounds and Addition of grooming area to exisiting washroom at fairgrounds for two weeks, due to the fact that no bids had been received by the court at this meeting date.

5 RE: APPROVE BILLS FOR P. B. BELL, CONSTRACTOR AND CHISTOPHER DISTEFANO & ASSOCIATES, INC. ARCHITECT ON THE COURTHOUSE ANNEX:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the bills for Christopher DiStefano & Associates, Inc. in the amount of \$114.13 and P. G. Bell Co. in the amount of \$8,152.20, to be paid for out of the allocated Revenue Sharing E.P. 10. Bills as follows:

10

STATEMENT:

TO:

COUNTY OF FORT BEND P. O. Box 368 Richmond, Texas 77469

FROM:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC. 1800 St. James, Suite 501 Houston, Texas 77056

DATE:

July 2, 1979

RE:

FORT BEND COUNTY COURTHOUSE ANNEX

Contractor's Pay Request #10: \$8,152.20 - APPROVED
Architect's fee: (8,152.20 x 7% x 20%)

DUE ARCHITECT:

\$114.13

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PACE

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MARCH 1971 EDITION • AIA® © 1971 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D. C. 2006.

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9LOG INSULATION		WOOD DOORS	MICLEORK	ROUGH CARPENTRY	METAL DECK & FILL	MISC METALS	STEEL & JOIST ERECT	STRUCTURAL STEEL	MASCRRY	TELLER*S RUN	TILT UP CONCRETE	TESTING	REINFORCING STEEL	FORKWORK-BLDG	CONCRETE-BLOG	EARTHWORK-BLOG	TERMITE TREATMENT	DEMOLITION	¢¢ DESCRIPTION OF WOR	P. G. BELL CO. CO. O1 J	
4,428	16,100	2,039	12,649	4,498	33,835	635	27,647	103,499	72,738	21,395	20,387	1,000	22,354	27,038	67,159	38,215	794	1-223	WORK ⇔⇔ SCHEDULED . VALVE	JOB-0361 FT BEND COUNTY	BILLING
4,428	16+100	1.835 204	12,649	4,498	33,835	635	27,647	103,499	72,738	21,395	20,387	1,000	22,354	27,038	67,159	38,215	794	1,223	PREVIOUS CURRENT		G ESTIMATE
4,428 100.00	16,100 100.00	+ 2,039 100.00	12,649 100.00	4,498 100.00	33,835 100.00	635 100-00	27,647 100.00	103,499 100.00	72,738 100.00	21,395 100.00	20,387 100.00	1,000 100.00	22,354 100.00	27,038 100.00	67,159 100.00	38,215 100,00	794 100.00	1.223 100.00	TO DATE COMPL		DATE
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4300

LOUVERS

4200

ROOF & SHEETMETAL

12,713

12,713

185

165

340

340

100.00

100.00

100.00

100-00

COMPL

TO FINISH

ITEM

DESCRIPTION OF

WORK ##

CO. 01

4400

ROOF ACCESSORIES

4630

HOLLOW METAL

5900

LATH & PLASTER

6100

MARBLE

14,997

3,749

28,600

28,600

70,639

70,639

6200

CERAMIC E QUARRI

6000

DRYWALL

6500

RESILIENT FLOOR

5800

PAINT & WALL COVER

6700

ACOUSTICAL

13,522

13,522

100.00

100.00

100.00

25.00

11,248

11,964

11,964

24,275

24,275

2,500

475

475

100.00

2,500

75.00

500

1.4.

5600

FINISH HARDWARE

5400

GLASS GLAZE & ALUM

40,877

40,877

9,304

9,304

9,000

9,000

1,345

1,345

JOB-0361 FT BEND COUNTY COURTHOUSE

DATE

6/30/79

SCHEDULED . ** WORK COMPLETED **
VALVE PREVIOUS CURRENT 10 3+344 TOTAL COMP 12,713 40,877 28,600 70,639 11,964 24,275 100.00 13,522 3,749 9,304 100.00 14,489 9,000 1,345 100-00 3,559 1,498 185 100.00 340 475 954 100.00

100.00

8500

ELEVATORS

22,291

11,145

3,559

100.00

65.00

954

954

1,998

1,498

8100

PROJECTION SCREENS

7900

SEATING

7400

TOILET ACCESSORIES

7300

TOILET PARTITIONS

7200

GRAPHICS

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							**
	2,367 100.00		2,367	2,367	COT PHONE CONDUIT TO COURTHS	9907	
	2,153- 100.00		2,153	2,153-	COS ADJUST HARDWARE ALLOWANCE	9906	
	607- 100-00		607-	607-	CG5 ADJUST TELLERS RUN ALLOW	9905	<u></u>
	815- 100.00		815-	815-	CO 4-CHANGE ALUM FRAME COLOR	9904	ورونده معامد مساویر ونجر
					CO3-RESIVE BASEMENT WALL SYSTM	9903	
	325- 100-00		325-	325-	CG2-REVISE CEILING THICKNESS	9902	
	200- 100-00		-005	200-	CC 1 - REVISE SUMP PIT	9901	
	17,801 100.00		17,801	17,801	INSURANCE & BONDS	9880	• 1
*	97,541 100.00	1,951	95,590	97,541	ELECTRICAL	9200	
!	128,778 100.00		128,778	128,778	HVAC-MECHAVICAL	9000	Substitute to anger
	58,709 100.00		58,709	58,709	PLUMBING	3800	
BALANC TO FINI	TOTAL COMP & COMPL	<pre># WORK COMPLETED ** PREVIOUS CURRENT</pre>	PREVIOUS	SCHEDULED VALVE	DESCRIPTION OF , WORK ♦♦	NON	
6 0/30/17		DUSE	VIY COURTHOUSE	FT BEND COUNTY	P. G. BELL CO. CO. O1 JOB-0361 F		666 ^
	7	ī 10	THE ESTIMATE	-			<u> </u>
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RE: REVIEW MONTHLY FEE COLLECTION REPORTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court reviewed and accepted the following report submitted by the fee officers.

FEE OFFICER'S REPORTS
COMMISSIONER'S COURT

JUNE

COUNTY JUDGE			1. 12 g/	\$ 264.50
COUNTY CLERK (FEES:\$ 34,732.95) (LAW	LIBRARY:\$	64.00) \$ 34,796.95
TAX ASSESSOR COLLECTOR FINAL MAY		•		<u>\$ 23,440.40</u>
DISTRICT CLERK (FEES:\$ 10,464.99)(LAW	LIBRARY:\$	629.00) \$ 11,093.99
DISTRICT ATTORNEY	•		•	\$ 1,048.60
CHILD SUPPORT			N	\$ 756.00
ADULT PROBATION (ALL FEES PAID	TO DIS	TRICT OFFI	CE)	(\$ (5,120.00)
JUSTICE OF THE PEACE PRECINCT # ONE)	
CIVIL AND SMALL CLAIMS		30.00)	\$ 16,077.64
JUSTICE OF THE PEACE PRECINCT # TWO	(\$	6,440.87)	10
CIVIL AND SMALL CLAIMS		17.00	, *)	\$ 6,457.87
JUSTICE OF THE PEACE PRECINCT # THE	REE (\$	6,276.00)	
CIVIL AND SMALL CLAIMS	(\$	131.00)	\$ 6,407.00
JUSTICE OF THE PEACE PRECINCT # FOL	UR (\$	3,093.31)	
CIVIL AND SMALL CLAIMS	(\$	NONE)	\$ 3,093.31
CONSTABLE PRECINCT # ONE				\$ 570.00
CONSTABLE PRECINCT # TWO	•			\$ 106.00
CONSTABLE PRECINCT # THREE			•	\$ 232.00
CONSTABLE PRECINCT # FOUR	. •			\$ 110.00
SHERIFF			•	\$ 4,008.50
HEALTH AND SANITATION				\$ 31.00
AMBULANCE				\$ 4,290.70
ANIMAL CONTROL			•	\$ 47.00
SANITARY LANDFILL (May receipt				\$ 18,448,00
. (adjust error	s in Mar	ch, April &	May rece	ipts\$ 145.70
		•		

GRAND TOTAL:

131,425.16

RE: APPOINT CHARLES E. SNYDER TO REPLACE LOGENE FOSTER AS DIRECTOR FOR FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2 OF FORT BEND COUNTY, TEXAS AND REAPPOINT W. A. LITTLE AND BOB C. DARE AS DIRECTORS OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2 OF FORT BEND COUNTY, TEXAS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court approved the appointment of Charles E. Snyder to replace Logene Foster as Director for Fort Bend County Levee Improvement District No. 2, which bond is recorded in the Bond Records of Fort Bend County, County Clerks' office. The Following certificate for order appointing directors for Fort Bend County Levee District No. 2, re-appointing W. A. Little and Bob C. Dare.

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

CERTIFICATE FOR ORDER

We, the undersigned officers of the Commissioners'
Court (the "Court") of Fort Bend County, Texas, (the "County")
do hereby certify as follows:

- 1. That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified.
- 2. That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the order described therein; and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.
- 3. That a true and complete copy of the order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt.
- 4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes; and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting.
- 5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject.
- 6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Article 6252-17, Vernon's Texas Civil Statutes, as amended.

10

SIGNED AND SEALED the _____ day of July, 1979.

County Clerk.

(COMM. CT. SEAL)

County Judge

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

The Commissioners' Court of the County of Fort Bend, Texas, convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the _____ day of July, 1979, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners' Court and officer of the County, to-wit:

Jodie Stavinoha
Johnnie Pustka

W. Lee Schmidt
Tony Jebbia
Ed H. Helwig
Pearl Ellett

County Judge
Commissioner, Precinct No. 1
Commissioner, Precinct No. 3
Commissioner, Precinct No. 4
County Clerk

and all of said persons were present. Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER APPOINTING DIRECTORS FOR FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2 OF FORT BEND COUNTY, TEXAS

(the "Order") was duly introduced for the consideration of the Commissioners' Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: All present

NOES: None

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER APPOINTING DIRECTORS FOR FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

WHEREAS, the Commissioners' Court of Fort Bend County,
Texas, has heretofore appointed Bob C. Dare, Logene L. Foster and
W. A. Little as Directors of Fort Bend County Levee Improvement
District No. 2 (the "District") to serve until May 19, 1979, and
approved the bonds and oaths of such directors; and

WHEREAS, Logene L. Foster resigned as a Director of the District, and the Commissioners' Court of Fort Bend County, Texas, needs to fill the vacancy created by the resignation of Logene L. Foster; and

WHEREAS, the Commissioners' Court of Fort Bend County;
Texas, desires to reappoint W. A. Little and Bob C. Dare, and
appoint Charles E. Snyder to serve as directors for the District
for the lawful term of office or until their successors shall be
appointed and qualified; and

WHEREAS, the bonds and oaths of office of Bob C. Dare, W. A. Little and Charles E. Snyder are in proper form, have been properly executed, and are hereby approved by the County Judge and Commissioners' Court of Fort Bend County, Texas; and

WHEREAS, Bob C. Dare, W. A. Little and Charles E. Snyder are over twenty-one years of age, resident citizens of the State of Texas, otherwise qualified by law to serve as Directors of the District, and not disqualified from serving as Directors of the District by reason of any law; and

WHEREAS, Title 4, Chapter 57 of the Texas Water Code, as amended, confers jurisdiction on the County Judge and Commissioners' Court of Fort Bend County, Texas to appoint the Directors of the District and approve their bonds and oaths.

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the County

Judge and Commissioners' Court of Fort Bend County, Texas:

for the transfer of the first of the second of the first

Section 1: That the foregoing recitals be and the same are hereby found to be true and correct.

Section 2: That Bob C. Dare, W. A. Little and Charles E. Snyder be and hereby are appointed as Directors of Fort Bend County Levee Improvement District No. 2, of Fort Bend County, Texas, to serve in that capacity for the lawful term of office or until their successors shall be appointed and qualified.

Section 3: That the bonds and oaths of office for Bob C. Dare, W. A. Little and Charles E. Snyder be and the same are hereby affirmed.

Section 4: That a copy of the Order shall be recorded in the minutes of this Court.

PASSED AND ADOPTED this _____ day of July, 1979.

/s/ Jodie Stavinoha

county Judge

/s//Johnnie Pustka

Commissioner, Precinct No.

s/ W. Lee Schmidt

Commissioner, Precinct No. 2

/s/ Tony Jebbia

Commissioner, Precinct No. 3

ATTEST:

/s/ Pearl Ellett

County, Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County,

Texas

's/ Ed H. Helwig

Commissioner, Precinct No.

RE: APPROVAL OF NEW FORT BEND COUNTY JAIL CONTRACT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the New Fort Bend County Jail Contract with Spaw-Glass Inc. of Houston, Texas, in the amount of \$3,149.000.00. Contract as follows:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

10

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the 9t

h day of

July

in the year of Nineteen

BETWEEN the Owner:

Hundred and 79

COUNTY OF FORT BEND

Box 368

Richmond, Texas 77469

and the Contractor:

SPAW-GLASS, INC.

P. O. Box 25025 Houston, Texas 77005

The Project:

Complete construction of a jail for Fort Bend County,

to be located in Richmond, Texas

The Architect:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501 Houston, Texas 77056

The Owner and the Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, © 1977 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D. C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for (Here insert the caption descriptive of the Work as used on other Contract Documents.)

the complete construction of a Jail for Fort Bend County, to be located in Richmond, Texas

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced upon execution of this Contract

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than (Here insert any special provisions for liquidated damages relating to failure to complete on time.)

434 calendar days.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

THREE MILLION ONE HUNDRED FORTY NINE THOUSAND AND NO/100 DOLLARS (\$3,149,000.00)

The Contract Sum is determined as follows: (State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Base Bid amount

LO

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than ten (10) days following the end of the period covered by the Application for Payment ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to

ninety percent (90 %) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(Il not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

- 1. Construction Specifications
- 2. Plans dated April 30, 1979:

C-1

C-2

A-1 thru A-20

K-1

K-2

D-1 thru D-6

S-1 thru S-8

M-1 thru M-11

E-1 thru E-12

P-1 thru P-9

- 3. Detention Addenda No. 1 Page 1 and 2
- 4. Addenda No. 1 Page 1 thru 16

Addenda No. 2 - Page 1

5. The Contractor agrees to provide a performance bond in the amount of \$3,149,000.00

This Agreement entered into as of the day and year first written above.

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OWNER

CONTRACTOR

COUNTY OF FORT BEND

SPAW-GLASS, INC.

Jode E. Stavingha County Judge

EY: Cecil Windsor Vice President

Jodle E. Stavinoha, County Judge

AIA DOCUMENT ASSI . OWNER CONTRACTOR AGREEMENT . ELEVENTH EDITION . JUNE 1977 . AIA. 01977 . THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D. C. 20006

A101-1977 4

RE: FRANK PATRYN, CIVIL PREPARDNESS DIRECTOR - REQUEST TO AMEND THE BUDGET:

Mr. Frank Patryn, Civil Prepardness Director asked the court to amend the budget. The court informed him that there was an allocated Revenue Sharing fund for the Civil Prepardness. He also, informed the court that the Civil Prepardness will now has a Portable Power Plant on wheels which to be kept at the Fort Bend County Fairgrounds. The County Judge asked each Commissioner and County Engineer to have someone in their precinct to be familiar with the operation of the power plant in case it is needed in their precinct. Mr. Frank Patryn and County Judge to have a list of the persons that will be familiar with the operation of the power plant.

RE: ACCEPTING RIGHT OF WAY EASEMENTS FOR OVERFLOW TO CONTROL FLOODING ON MUSTANG CREEK IN HERMAN ESTATE AND PALMER PLANTATION:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, Commissioner Johnnie Pustka, abstained, and duly passed, the court accepted the Right of Way Easements for overflow to control flooding on Mustang Creek in Herman Estate and Palmer Plantation. Right of Way Easements will be recorded in the Deed Records, in the County Clerks Office of Fort Bend County.

WE: MR. BILL MURDOCK, YOUTH OPPORTUNITY UNLIMITED: REPORT ON YOU PLANS:

Mr. Bill Burdock with Youth Opportunity Unlimited appeared before the Court and presented the following YOU report.

William Murdock
Executive Director
Ronald Telsch
supervisor, Emergency Shelter
Board of Directors
Patricia A. McClellan Ed.D.
President
Jean Lockhart
Live-President
Lewis-A. Williams
Surreitry

mas H. Chapman, Jr., M.E. Ben Chosanev Eddy B. Gibson Lynn Mashan Blair Myska Victor Olivo Kenneth Valka

Marcia Vogelsang Manuel Zamora

Robert Massey
— Trensurer

Report to County Commissioners July 9, 1979

The emergency shelter of Youth Opportunities
Unlimited, Inc. was licensed January 3, 1979. In the
first six months, after a slow start up period, there
have been seventy-seven placements of children and
youth in crisis. There have been 1335 days of care
rendered. The quality of the service has steadily
improved as the staff gain experience and supervisory
staff, with experience in this field, have been employed.

Phase two, the residential treatment center, is in question at this time. As you know, the Criminal Justice Division grant request, for construction monies, has been denied. This coupled with problematic program issues has made it necessary for Y.O.U. to release any claim to use of the old Oak Lane School in Arcola. While Y.O.U. plans to open a residential treatment center, the timing and location are not known at this time. It may be necessary for Y.O.U. to re-examine its priorities. The emergency shelter is not yet on a stable financial base and this is a major factor in examining priorities.

YOU THOU ONLY

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Revenue Sharing

Y.O.U. has trained its staff as child care: workers or counselors through C.E.T.A. funds. However, these participants have an eighteen month limit and this means that some excellent staff members will be leaving in the next year. Y.O.U. would like to retain these people. However, this appears unlikely at this time. Food, utilities, insurance, and other overhead items are consuming the non-C.E.T.A. funds available. With these ever increasing costs plus personnel costs, Y.O.U. is requesting revenue sharing funds. The agency is currently operating on borrowed money. Expenses are being restrained to the point that some necessary purchases (for example, a vehicle, storage facilities, outside recreation equipment) are being postponed due to lack of financial resources. For all of these reasons, Y.O.U. is requesting \$15,000 in revenue sharing funds.

The Court asked Mr. Bill Murdock with the Youth Opportunity Unlimited to appear before the court on the day of Revenue Sharing Budget hearing to make any further request.

2 RE: AMEND THE BUDGET OF JUSTICE OF PEACE PRECINCT #1 AND INCREASE IN AUTO ALLOWANCE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to amend the budget of Justice of Peace #1, C. B. Watson in the amount of \$2,000.00 for supplies and \$25.00 per month increase in Auto Allowance effective July 1, 1979, to be paid for out of the Emergency General Fund.

13 RE: DISCUSS SIDE BUILDING LINES IN SUBDIVISIONS:

Stanley Kuckerka, County Engineer, discussed with the court the side building lines in subdivision. There are no real requirements at this time for building lines anywhere. The plats are examined for building lines and require that they have building lines on the plat on the front and side that border streets, but they don't show building lines on the plats on the sides. In most cases they have a five foot utility easement set up between lots on each lot, which in a fact sets up a five foot building line, but that is not true in all cases. Some homes being built within 2 feet of the side lots of so called single family residential and some type of building, like your patio homes are built right together on some single family lots

that are being built with the Developers of Pecan Grove Assoicates explained to the court the reason for this situation in certain sections of Pecan Grove. They provided a certain group of lots to allow some who wish to have a full size home on a small lot due to the expense and maintenance cost of the lot.

The Court discussed this so that they might be aware of this situation in the future.

RE: DISCUSSION OF H.B. 1060 AND H.B. 621:

The County Tax Collector/Assessors office and Mr. Joe Whitmire with the Lamar Consolidated Independent School District discussed H.B. 1060 and H.B. 621.

H.B. 1060 - Implementation of the "Tax Relief" Amendment.

HB-1060 as passed on May 28, 1979, implements the provisions of the Constitutional Amendment approved in November of 1978. Several of the provisions of HB-1060 require immediate action on the part of the shoool districts and other jurisdictions. Below is a section-by-section summary of the bill that includes comments on which jurisdictions are effected, when the provisions take effect.

Article 1 "Appraisal of Agricultural Land" - Applies to all jurisdictions

Article 2 "Appraisal of Timber Land" - Applies to all jurisdictions

Article 3 "Exemption of Intangible Property" Applies to all jurisdictions

Article 4 "Exemption of Household Goods and Personal Effects: Applies to all Jurisdictions

Article 5 "Exemption of Automobiles" - Applies to all jurisdictions

Article 6 "Definition of Residence Homestead" Applies only to school Districts

Article 7 "Residential Homestead Exemptions" Applies only to shool districts

Article 8 " State Payments to Replace School Taxes Lost Because of State Mandated Reduction of the Ad Valorem Tax Base"- Applies only to school districts

Article 9 "Limit on Growth of Appropriations" Applies only to State Legislature

Article 10 Applies only to school districts

Article 11 Applies to All jurisdictions

Article 12 Applies to all jurisdictions

Article 13 Applies to all jurisdictions

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S.B.621 - Central Appraisal District

Senate Bill No. 621, enacted by the 66th Legislature, Regular Session, 1979. The Act adopts the Property Tax Code, which will provide a uniform body of property tax law applicable to ad valorem taxes imposed by all political subdivisions.

The Court recessed at 12:00 o'clock Noon until July 12, 1979 at 9:00 o'clock A.M.

The Court re-convened at 9:00 o'clock A.M. on July 12, 1979.

YS RE: MEETING WITH THOMAS Y. PICKETT COMPANY OF DALLAS, TEXAS:

The Court had a discussion with Thomas Y. Pickett Company of DAllas, Texas concerning the Fort Bend County (Real Estate) Tax Roll preparation for 1979.

The Contract to be acted on at next monday court meeting.

There being no further business the Court adjourned at 11:15 o'clock

A.M.

COUNTY JUDGE

ATTEST?

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 16th day of July, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

APPROVE MINUTES: RE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the minutes of Regular Session of July 9th, 1979, as corrected;

Z RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the following changes in Depository Pledge Contracts:

The First National Bank of Richmond, Texas to release \$300,000.00 Treasury Bills due 7/5/79 receipt #311855 and \$400,000.00 Treasury Bills due 7/5/79 receipt #311413 and to Pledge \$200,000.00 Treasury Bills due 10/4/79 receipt #320643 and \$500,000.00 Treasury Bills due 1/3/80 receipt #320639.

RE: OPEN BIDS:

The following bids were opened

(1) Road Materials and supplies (hot mix, cold mix, gravel, limestone), Chemicals for spraying, (2) Office Supplies (3) Bridge Materials and (4) One or more new slopemower to fit wheel type tractor and one or more new wheel type tractor complete. with slopemower.

These bids will be studied and bids accepted at another court meeting.

RE: APPROVE COUNTY TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 1979:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. L. Schmidt, and duly passed, the court approved the County Treasurer's Quarterly Report for the quarter ending June 30, 1979, as follows: (Recorded in the minutes in full)

IN THE MATTER OF THE QUARTERLY REPORT	OF) IN THE C	COMMISSIONERS' COUP ORT BEND COUNTY,	e r
M. Elizabeth Williams Treasurer, Fort Bend County, Texas		······	Cerm, 19
	July	A D 19.79. in Re	egular Session
On this			
w Flizabeth Williams	Treasurer of	Fort Bend County, Texas, f	or the Quarter
lst day ofAp	ril A. D. 19 .7	.9., and ending on the	30 <u>th</u>
day of	d herein on the16th da the Court, and found to be corr and it appearing to the Court i paid out of each of the sever	wor July	A. D. 19 1.7
BEGINNIN CASH BALAM Date4-1-	ICE	DISBURSEMENTS	ENDING CASH BALANCE Date 6-30-79
AUNTE BUILD CINDC.			
AVAILABLE FUNDS: General Fund \$ 315,78	33.51 \$2,182,502.53	\$2,110,606.59	\$387,679.45
Road & Bridge Fund \$ 152.90	02.57 \$1.334.430.32	\$1,705,791.59	\$218.458.70 0D
SPECIAL REVENUE FUNDS:	OD .		
30¢ Ad Valorem Tax \$ 154.19	98.41 \$ 712,857.12	•	\$ 44,201.44
Lateral Road Account \$ 20,6	79.11 \$ 30,000.00	•	\$ 11,304.89
Revenue Sharing EP-1-7 \$ 70,2	10.28 \$ 100,000.00	\$ 155,788,56	\$ 14.451.72
MATANA TANA	32.60 \$ 20.000.00		\$ 371.54
	97.59 \$ 70,000.00		and the second of the second o
	27.56 \$ 287.793.00		
	80.82 \$ 22,239.50		
Voter Registration Fund \$ 1	13.50 \$ 3,878.80	\$	\$ 3,992.30
Child Support Fund \$ 1,4	88.00 \$ 1,680.00	0 \$	\$ 3,168.00
FBC Park Bench Fund \$.00 \$ 191.0	o <u>\$ 191.</u> 00	\$.00
CAPITAL PROJECTS FUNDS:		•	
Fairgrounds Property \$ 4,9	59.92 \$ 60,000.0	0 \$ 29,555.87	\$ 35,404.05
Branch Libraries \$ 13.8	314.70 \$ 50.000.0	0 \$ 39,373.26	\$ 24,441.44
Road Bond Available \$ 5,0			
Building Fund \$ 2,4	152.72 \$ 620,000.0	0 \$ 607,576.9	5 \$ 14,875.77
Title V Arcola School Hse.\$.00 \$ 11,595.2	7 \$	\$ 11,595.27
Schumann Road Acct. Pct.4 \$.00 \$ 27,000.0	00 \$	\$ 27,000.00
FBC Smithers Lake Acct.		-	
Pct.1 Main Fund \$ 121,	182.05 \$ 249,934.5	<u>\$1 \$ 369,678.4</u>	4 \$ 1,438.12
Courthouse Restoration \$.00 \$ 500.6	<u>5</u> 8 \$	<u>\$ 500.68</u>
DEBT SERVICE DEPARTMENT			
Time Warr. '69 Sinking \$ 3,	098.99 \$	<u> </u>	0 <u>\$ 2.098.99</u>
Unlimited Tx Rd Bond 62-			
66 Sinking \$ 3.	099.65 \$ 53.5	94 \$	<u>\$ 3,153.59</u>
		THE PERSON AND PERSONS ASSESSED.	

The state of the s

IN THE MATTER OF THE QUART	CERLY REPORT OF) IN THE	COMMISSIONERS' CO	OURT
.M. Elizabeth Williams Treasurer, Fort Bend Count	y, Texas		FORT BEND COUNTY,	Term 19
On this16th		V	A. D. 19.79., in	
of the Commissioners' Court of Fort Bend				Regular Session
.M. Elizabeth Williams				s. for the Ouarter
beginning on thelst d	ay ofApril.	A. D. 19 .	79., and ending on the	30 <u>th</u>
day ofA. and the same having been compared an the Court that the same be and is her Treasurer had received for account and and leaving balance to each of said fund	D. 19.7.9., filed hered examined by the Combined by the Combined it and it is credit of and paid	n on the16 <u>th</u> d	lay ofJuly	A. D. 19 7.9
FUND	BEGINNING CASH BALANCE Date4-1-79	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 6-30-79
AVAILABLE FUNDS:				
General Fund	\$ 315,783.51	\$2,182,502.53	\$2,110,606.59	\$387.679.45
Road & Bridge Fund		\$1.334.430.32		
SPECIAL REVENUE FUNDS:		•		
30¢ Ad Valorem Tax	\$ 154,198.41	\$ 712,857.12	\$ 514,457.27	\$ 44,201,44
Lateral Road Account	\$ 20,679.11	\$ 30,000.00	\$ 39,374.22	\$ 11,304.89
Revenue Sharing EP-1-7	\$ 70,240.28	\$ 100,000.00	<u>\$ 155,788.5</u> 6	\$ 14,451.72
Revenue Sharing EP-8	\$ 32,532.60	\$ 20,000.00	\$ 52.161.06	\$ 371.54
Revenue Sharing EP-9	\$ 2,397.59	\$ 70,000.00	\$ 62,515.97	\$ 9,881.62
Revenue Sharing EP-10	\$ 17,527.56	\$ 287,793.00	\$ 296,781.83	\$ 8.538.73
County Law Library	\$ 1,880.82	\$ 22,239,50	\$ 20,413.66	\$ 3,706.66
Voter Registration Fund	\$ 113.50	\$ 3,878.80	\$	\$ 3.992.30
Child Support Fund	ş <u>1,488.00</u>	\$ 1,680.00	\$	\$ 3,168,00
FBC Park Bench Fund	\$.00	\$ 191.00	\$ 191.00	\$.00
CAPITAL PROJECTS FUNDS:				
Fairgrounds Property	\$ 4,959.92	\$ 60,000.00	\$ 29,555.87	\$ 35,404.05
Branch Libraries	\$ 13.814.70	\$ 50,000.00	\$ 39,373.26	\$ 24.441.44
Road Bond Available	\$ 5,076.76	\$	\$	\$ 5,076.76
Building Fund	\$ 2,452.72	\$ 620,000.00	\$ 607,576.95	\$ 14,875.77
Title V Arcola School Hse.	\$.00	\$ 11,595.27	\$	\$ 11,595.27
Schumann Road Acct. Pct.4	\$.00	\$ 27,000.00	<u>\$</u>	\$ 27,000.00
FBC Smithers Lake Acct.			·	
Pct.l Main Fund	\$ 121,182.05	\$ 249,934.51	\$ 369,678.44	\$ 1,438.12
Courthouse Restoration	\$.00	\$ 500.68	\$	\$ 500.68
DEBT SERVICE DEPARTMENT	· · · · · · · · · · · · · · · · · · ·	•		
Time Warr. '69 Sinking	\$ 3,098.99	\$	\$ 1,000.00	\$ 2.098.99
Unlimited Tx Rd Bond 62-				
66 Sinking	\$ 3.099.65	\$ <u>53.9</u> 4	\$	\$ 3,153.59

10,

And that said amounts were received and paid out of each of the respective funds since the filing of the preceding Quarterly Report of said County Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT IS THEREFORE FURTHER ORDERED, by the Court, that the said detailed report be, and the same is hereby, in all things approved, and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners' Court of Fort Bend County, Texas, and that the proper credits be made in the accounts of the said County Treasurer in accordance with this order.

Sworn to and Subscribed before me, by Dee E. STAVINONA

Sworn to and Subscribed before me, by Dee E. STAVINONA

County Judge, and JOHNNIE PUSTKA and

W. Lee Schmidt and IDNY JEBEIA

Commissioner Precinct No. 1.

and ED H. HELWIG County Commissioners of said: FORT BEND County, each respectively, on this, the letter day JULY A.D. 19 17

Commissioner Precinct No. 2.

This, the letter day JULY A.D. 19 17

Commissioner Precinct No. 3.

MORNA J. LANDRY, NOTANY PUBLIC FORT BEND COUNTY, TEXAS

Commissioner Precinct No. 4.

. M. Elizabeth Williams Treasurer, Fort Bend Count		(FORT BEND COUNTY,	Term, 19
on this165h	day ofJuly	•••••••	A. D. 19.79., in	Regular Session
of the Commissioners' Court of Fort Bend	County, Texas, came on	for examination the Qua	rierly Report of	•••••
M. Elizabeth Williams				
beginning on thelstd. day ofJune				
and the same having been compared an the Court that the same be and is her Treasurer had received for account and and leaving balance to each of said fund	d examined by the Cou eby approved; and it a deredit of and paid	urt, and found to be cor	rect, IT IS THEREFORE	ORDERED by
FUND	BEGINNING CASH BALANCE Date <u>4-1-7</u> 9	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 6-30-79
Limited Tx Jail Bldg.				
BdsSer. 1979	\$.00	\$3,606,092, <u>5</u> 0	\$3,587,367,48	\$.18.725.02
TRUST & AGENCY FUNDS:				
Payroll Fund	<u>\$ 20,632.75</u>	\$ <u>1,399,582,1</u> 8	\$1,388,935.19	\$ 31,279,74
Co. Social Security	\$ 1,202.77	<u>\$ 233,722.06</u>	<u>\$ 190,888.38</u>	\$ 44,036.45
Tax Collector's Fund	\$00	\$.00	\$	\$.00
Criminal Justice Plgn CC	\$ 3,362.50	\$ 8,305.00	\$ 6,095,00	\$ 5.572.50 1
Law Enfor. Office Stds. &				
Education Fund	\$ 2,046.00	\$ 3,130.00	\$ 5,176.00	\$.00
FBC Ambulance Paramedics	\$ 4,364.59	\$ 1,460.02	\$	\$ 5.824.61
Dist Atty Suppl. Salary	\$ 450.09	\$ 1,500.00	\$ 1,425,06	\$ 525.03
Library Donations Acct	\$ 409.32	\$ <u>97.9</u> 5	\$	\$ 507.27
Texas St. Library 76-A	\$ 949.00	\$ <u>1,665.0</u> 0	\$ 2,245.99	\$ 368.01
DRAINAGE DISTRICT:				
Maintenance Available	<u>\$ 138,231.69</u>	\$ 796,820.00	<u>\$ 643,592.</u> 89	\$14,995.42
Bond Available Fund	\$ 8,709.77	\$	\$	\$ 8,709.77
Social Security	\$.12,713.83	\$ 14,975.96	\$ 13,630.08	\$ 14,059.71
CRIMINAL JUSTICE FUNDS:			-	
Deinst-Stat-Offender			-	
JA #77 CO3 5297 Adult Prob Grt #	\$ 4,884.97	\$ 7,075.00	\$ 8,198.94	\$ 3,761.03
AC 78 EO2 4923 Juvenile Probation		\$	\$ 218.26	\$.00
AC #78 EO2 5006 Youth Conservation Pgm.	\$ 770.75		•	\$ 1,185.29
Summer #299106378 D.A. Asst. & Inv.	\$.00			\$ 4,681.54
Personnel AC 79 DO2 5670	\$.00	\$ 18,707.05	\$ 13,295.15	\$ 5,411.90
YOUTH COUNCIL FUNDS:		· 	•	
FBC Juv Prob Grt.				
CAG 79-30	\$ 8,530.61	\$ 3.762.00	<u>\$ 4,617.75</u>	\$ 7.674.86

And that said amounts were received and paid out of each of the respective funds since the filling of the proceeding Quarterly Report of said Gentry Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT IS THEREFORE FIFTHER ORDERED, by the Court, that the said detailed report be, and the same is hereby, in all things approved, and the Olive of this Court is hereby observed to the said of the Court be, and the same is hereby, in all things approved, and the Olive of this Court is hereby observed to the said of the Said expert, together with this order, upon the Minutes of the Commissioners' Court of Fort Bend County, Treas, and that the proper credits be made in the accounts of the said County Treasurer in accordance with this order. Witness our hands, this ME And And And And And And And And And And					
of said Conty Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT STHEREFORE PURTIERS ORDERED, by the Court, that the said desired rope the, and the same is herein, and the same is approved, and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners of the commissioner of the counts of the said County Treasurer in accordance with this order. Witness our hands, this	And that said amounts were received	and paid out of each of th	e respective funds since th	ne filing of the preceding	Quarterly Report
and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners Court of Fort Rend County, Texas, and the same court and report of the County Treasurer in secondarion with this order. Witness our hands, this	of said County Treasurer, and during the	period above stated, and	I that the said separate a	mounts as therein show	m are correct. IT
Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed before me, by Dive E. Survivan Sworn to and Subscribed Precinct No. 1. Sworn to and Subscribed Precinct No. 2. Subscribed Precinct No. 2. Sworn to and Subscribed Precinct No. 2. Sworn to and Subscribed Precinct No. 2. Sworn to and Subscribed Precinct No. 2. Sworn to and Subscribed Precinct No. 2. Subscribed Precinct No. 2. Sworn to and Subscribed Precinct No. 2. Subscribed Precinct No. 2. Subscribed Precinct No. 2. Subscribed Precinct No. 2. Subscribed Precinct No. 2. Subscribed Precinct No. 2. Subscribed Precinct No. 2. Subscribed Precinct No. 2. Subscribed Precinct No. 2. Subscribed Precinct No. 2. Subscri	IS THEREFORE FURTHER ORDERED	, by the Court, that the	said detailed report be, and	d the same is hereby, in a	all things approved,
witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands, this witness our hands our ha	and the Clerk of this Court is hereby or	dered to enter the said r	report, together with this	accounts of the said Co	unty Tressurer in
Swora to and Subscribed before me, by ODE E. SHOWAND County Judge. County Judge, and OHAMNIE METERL and County Judge, and OHAMNIE METERL and County Judge, and OHAMNIE METERL AND COUNTY SERVICE AND COUNTY SERVICE AND COUNTY SERVICE AND AND AND AND AND AND AND AND AND AND) ,	10	and recubice in
Sworn to and Subscribed before me, by Sone F. Swylakus County Judge, and Subscribed before me, by Sone F. Swylakus County Judge, and Subscribed Market Mestry and County Grantsioners of said FORT BEND County, each respectively, on this, the Boundary Market Marke	Tricicos dul manuos dino	day of	july	A. D. 19	
Sworm to and Subscribed before me, by DONE I. SIN PICKEN County Judge, and JOHNANIE HISTEM and County Judge, and JOHNANIE HISTEM and LIVY JEBBIC and THE HIST County County Count State Frechet No. 1. AD HISTORY MATTER OF THE QUARTERLY REPORT OF M. ELIZABETH Williams Treasurer, Fort Bend County, Texas On this	400,000,000				
County Judge, and JOHNSHE HOSTAM and WILLE SAUMIST and TEMY JEBBIS and ED H. HELWIG County, each respectively, or said FART JEAD County, each respectively, or this, the Martin M		T. FS	CodulZ.	. Xlaven	olla
County Judge, and JOHNSHE HOSTAM and WILLE SAUMIST and TEMY JEBBIS and ED H. HELWIG County, each respectively, or said FART JEAD County, each respectively, or this, the Martin M	Sworn to and Subscribed before me, by	DODIE L. STAVINGA	/XX	(7)	County Judge.
Commissioner Frecinct No. 1. Ap. 19 County Judge, and JOHNNIE	HISTKA and	Xolim	121		
and D II IEINIQ County Commissioners of said FORT DEAD County, each respectively, on this, the 10 day day AD. 19 J. Commissioner Precinct No. 2. Order Approving County Treasurer's Quarterly Report IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this 16th Williams Term, 19 On this 18th Williams Mr. Elizabeth Williams Mr. Elizabe		'		Commissione	Precinct No. 1.
Order Approving County Treasurer's Quarterly Report IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this 16th day of July. A. D. 19.72, in Regular Session of the Commissioners' Court of Fort Bend County, Texas, come on for examination the Quarterly Report of Mr. Elizabeth Williams Treasurer of Total End County, Texas, come on for examination the Quarterly Report of Mr. Elizabeth Williams Treasurer of Fort Bend County, Texas, for the Quarter beginning on the laft day of July. A. D. 19.72, and ending on the Jath day of July. A. D. 19.73, and ending on the Jath day of July. A. D. 19.79, and ending on the Jath day of July. A. D. 19.79, and ending on the Session of the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same he and is hereby animated by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same he and is hereby animated by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same he and is hereby animated by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same he and is hereby animated by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same he and is hereby animated out of each of the several County funds, the amounts is errolly, and leaving balance to each of said funds as follows to wit: BEGINNOR CASH BALANCE Date 4-1-79 RECEIPTS DISBURSEMENTS DATE OF THE	- 11 11	7	1/ /		-11
Order Approving County Treasurer's Quarterly Report IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this			Wiace-	Commissions	r Procinct No. 2
Order Approving County Treasurer's Quarterly Report IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, For Bend County, Texas On this	said FORT DEND County,	each respectively, on			Treemed Ito. a.
Order Approving County Treasurer's Quarterly Report IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this	this the 16 th day July	1. A.D. 19 77	Kune	Helelm	
Order Approving County Treasurer's Quarterly Report IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this	Marks O	Jands U	1 87 /	Commissione	r Precinct No. 3.
Order Approving County Treasurer's Quarterly Report IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this	- william		. J.	Ed Elices	
IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this	NORMA J. LANDRY, NOTARY FORT BEND COUNTY, TE	PUBLIC V		Commissione	r Precinct No. 4.
IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this					
IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this					
IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this					
IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this		The second secon		an maka a mara hi dinanan arkam da saka anda saka saka an an an an an an an an an an an an an	
IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this		•			10
IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this 16th day of July A. D. 19.79., in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of M. Elizabeth Williams Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 15th day of June A. D. 19.79., and ending on the 30th day of June A. D. 19.79. filed herein on the 16th day of July A. D. 19.79. and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same be and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit: BEGINNING CASH BALANCE Date 4-1-79 RECEIPTS DISBURSEMENTS ENDING CASH BALANCE Date 6-30-79 POTAL \$11,889,595.08			A CONTRACT OF THE CONTRACT OF		
IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams Treasurer, Fort Bend County, Texas On this 16th day of July A. D. 19.79., in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of M. Elizabeth Williams Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 15th day of June A. D. 19.79., and ending on the 30th day of June A. D. 19.79. filed herein on the 16th day of July A. D. 19.79. and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same he and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit: BEGINNING CASH BALANCE Date 4-1-79 RECEIPTS DISBURSEMENTS ENDING CASH BALANCE Date 6-30-79 FOTAL \$11,889,595.08					
Treasurer, Fort Bend County, Texas On this	Order Approving County Treasurer	's Quarterly Report		mi	NN 5 PRINT - BIGHMOND
Treasurer, Fort Bend County, Texas On this					
Treasurer, Fort Bend County, Texas On this	IN THE MATTER OF THE QUAR	TERLY REPORT OF	\ IN TUR	COMMISSIONEDS: C	OUDT
Treasurer, Fort Bend County, Texas On this		*	1		
On this			•••		To 10
of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of					
of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of	On this16th	day ofJuly	, 	A. D. 19.7.9., i	n Regular Session
beginning on the					The state of the s
beginning on the 1st. day of April A. D. 19.79., and ending on the 30th					
day ofJune					
and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same be and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit: BEGINNING CASH BALANCE Date 4-1-79 RECEIPTS DISBURSEMENTS Date 6-30-79	beginning on the1st	day ofApril	A. D. 19 .	79., and ending on the	30 <u>th</u>
and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same be and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit: BEGINNING CASH BALANCE Date 4-1-79 RECEIPTS DISBURSEMENTS Date 6-30-79	day ofJune A	. D. 19 .7.9., filed herel	n on the16th d	av ofTuly	A. D. 19 7.9
### BEGINNING CASH BALANCE Date 4-1-79 RECEIPTS DISBURSEMENTS DAte 6-30-79 ###################################	and the same having been compared a	nd examined by the Cr	ourt, and found to be cor	rect, IT IS THEREFO	RE ORDERED by
### BEGINNING CASH BALANCE Date 4-1-79 RECEIPTS DISBURSEMENTS DAte 6-30-79 ###################################	Treasurer had received for account an	reny approved; and it	out of each of the seven	that during said time ral County funds, the	e the said County amounts set forth,
FUND CASH BALANCE Date 4-1-79 RECEIPTS DISBURSEMENTS CASH BALANCE Date 6-30-79 \$546,045.44 \$11,889,595.08 \$11,873,900.05	and leaving balance to each of said fun	ids as follows to-wit:			
FUND CASH BALANCE Date 4-1-79 RECEIPTS DISBURSEMENTS CASH BALANCE Date 6-30-79 RECEIPTS POTAL \$11,889,595.08 \$11,873,900.05		BEGINNING			FNDING
\$546,045.44 \$11,889,595.08 \$11,873,900.05	Ellun	CASH BALANCE			CASH BALANCE
\$11,889,595.08	FUND	Date 4-1-79	RECEIPTS	DISBURSEMENTS	Date <u>6-30-</u> 79
\$11,889,595.08	የርም አ ፕ	AE46 045 44			
\$11,873,900.05	TOTAL	\$546,045,44			
\$11,873,900.05	<u> </u>		\$11,889,595.0	8	
			<u> </u>		·····
\$561,740,47				\$11,873,900.	05
\$561,740.47			•		APC
		-	•		\$561,740.47

THE RESERVE OF THE PROPERTY OF

IS THEREFORE FURTHER ORDERED, by the Court, that the said detailed report be, and the same is hereby, in all things approved, and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners' Court of Fort Bend County, Texas, and that the proper credits be made in the accounts of the said County Treasurer in accordance with this order.

Witness our hands, this.

Sworn to and Subscribed before me, by WDIEF. STANNONFA County Judge, and Subscribed before me, by WDIEF. STANNONFA County Judge.

County Judge, and Subscribed before me, by WDIEF. STANNONFA Commissioner Precinct No. 1.

A. D. 19

Commissioner Precinct No. 1.

and FD H. HELWIG County Commissioners of Said FORT BEND County, each respectively, on

HORMA J. LANDRY, NOTARY PLIC FORT BEND COUNTY, TEXAS

And that said amounts were received and paid out of each of the respective funds since the filing of the preceding Quarterly Report of said County Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT

musicaioner Presinct No. 4

Commissioner Precinct No. 4

Commissioner Precinct No. 3.

JUNE, 1979

INVESTMENTS

Treasury Bills

ROAD & BRIDGE FUND

	8-16-79	100,000.00	8.80%
	9-13-79	100,000.00	8.80%
	10-18-79	100,000.00	9.28%
	11-15-79	100,000.00	9.28%
	7-19-79	1.00,000.00	9.40%
	7-19-79	100,000.00	9.35%
	9-13-79	50,000.00	9.44%
	7-12-79	100,000.00	9.25%
	9-18-79	100,000.00	9.32%
	8-15-79	180,000.00	9.34%
•	10-16-79	100,000.00	9.25%
	7-24-79	80,000.00	9.30%
· ··.	8-30-79	100,000.00	8.65%
	10-4-79	100,000.00	8.80%
· .•	11-8-79	100,000.00	8.90%
•			

\$ 1,510,000.00

CERTIFICATE OF DEPOSIT

TOTAL

10-15-79	100,000.00	9.73%
9-14-79	100,000.00	9.72%
12-18-79	100,000.00	9.55%
11-18-79	100,000.00	9.55%

TOTAL \$ 400,000.00

GENERAL FUND

	Treasury Bills	
10-4-79	100,000.00	.75%
9-13-79	100,000.00	. 28%
8-2-79		.35%
8-16-79	100,000.00	. 32%
7-19-79	50,000.00	. 35%
7-12-79	100,000.00	. 35%
8-16-79	100,000.00	. 25%
· 8-15-79	250,000.00	. 34%
9-18-79		. 30%
	원시 <u>하다는 그는 선</u> 생님 회사 회사 경험을 보냈다.	

TOTAL \$ 1,000,000.00

GENERAL FUND continued,		
	Contificate of Description	
	Certificate of Deposit	
11-15- 11-19-		9.74%
10-18-		9.57% 9.56%
11-19-	-79 100,000.00	9.55%
12-18-	-79 100,000.00	9.55%
TOTAL	\$ 500,000.00	
FBC BUILDING F	<u>und</u>	
	Treasury Bills	
7-19-7	20,000.00	9.40%
8-16-7	20,000.00	9.20%
9-13-7	20,000.00	9.14%
10-16- 11-13-		9.11% 9.22%
12-11-		9.22% 9.25%
7-12-7	9 50,000.00	9.40%
10-16- 12-11-		9.55%
7-24-7		9.55% 9.30%
11-8-7		8.90%
TOTAL	\$ 1,025,000.00	
FARM TO MARKET	& LATERAL ROADS	
	Treasury Bills	
8-16-7		9.32%
9-18-7	9 100,000.00	9.28%
10-16-		9.20%
/ / /	9 60,000.00	9.35% 9.35%
7-19-7 7-12-7		9.30%
7-12-7 10-16-		
7-12-7 10-16- 8-15-7	9 150,000.00	
7-12-7 10-16-	9 150,000.00 79 100,000.00	9.34% 9.30% 8.50%
7-12-7 10-16- 8-15-7 11-13-	9 150,000.00 79 100,000.00	9.30%
7-12-7 10-16- 8-15-7 11-13- 8-2-79	9 79 100,000.00 40,000.00 \$ 800,000.00	9.30% 8.50%
7-12-7 10-16- 8-15-7 11-13- 8-2-79	9 150,000.00 79 100,000.00 40,000.00 \$ 800,000.00	9.30% 8.50%
7-12-7 10-16- 8-15-7 11-13- 8-2-79 TOTAL	9 150,000.00 79 100,000.00 40,000.00 \$ 800,000.00 Certificate of Deposit 79 100,000.00 79 100,000.00	9.30% 8.50%
7-12-7 10-16- 8-15-7 11-13- 8-2-79 TOTAL	9 150,000.00 79 100,000.00 40,000.00 \$ 800,000.00 Certificate of Deposit 79 100,000.00 79 100,000.00	9.30% 8.50% 9.75%
7-12-7 10-16- 8-15-7 11-13- 8-2-79 TOTAL	9 150,000.00 79 100,000.00 40,000.00 \$ 800,000.00 Certificate of Deposit 79 100,000.00 79 100,000.00	9.30% 8.50% 9.75% 9.55%
7-12-7 10-16- 8-15-7 11-13- 8-2-79 TOTAL 12-14- 12-18- 10-18-	9 150,000.00 79 100,000.00 40,000.00 \$ 800,000.00 Certificate of Deposit 79 100,000.00 79 100,000.00 100,000.00	9.30% 8.50% 9.75% 9.55%
7-12-7 10-16- 8-15-7 11-13- 8-2-79 TOTAL 12-14- 12-18- 10-18-	9 150,000.00 100,000.00 40,000.00 \$ 800,000.00	9.30% 8.50% 9.75% 9.55%

page # 3

FBC LIMITED JAIL BUILDING BDS continued,

Tr	'ea	su	ry	B	1	1	1s
-					-	=	

7-5-79	80,000.00		9.40%
8-2-79	110,000.00	그 얼마를 만했다. 얼마일까지	9.40%
9-6-79	110,000.00		9.20%
10-4-79	110,000.00		9.27%
11-13-79	110,000.00		9.26%
12-11-79	110,000.00		9.25%
1-8-80	110,000.00		9.15%
2-5-80	110,000.00		9.15%
3-4-80	110,000.00		9.10%
4-1-80	110,000.00		9.10%

TOTAL

\$ 1,120,000.00

U.S. TREASURY NOTES

4-30-80	110,000.00	9.5 %
5-31-80	110,000.00	9.502%
6-30-80	110,000.00	9.54%
7-31-80	300,000.00	9.63%
8-31-80	300,000.00	9.531%
2-28-81	1,340,000.00	9.65%

TOTAL

\$ 2,270,000.00

DRAINAGE DISTRICT MAIN AVAILABLE FUND

7-12-79	100,000.00		8.70%
11-15-79	100,000.00		8.85%
10-18-79	100,000.00		9.28%
9-13-79	50,000.00		9.25%
12-11-79	100,000.00	인사는 생활 사람은 사람들이 얼마나다.	9.27%
9-18-79	100,000.00		9.32%
8-15-79	100,000.00		9.34%
1.0-16-79	80,000.00		9.25%
. 12-16-79	100,000.00		9.30%
7-24-79	100,000.00		9.30%

TOTAL

\$ 930,000.00

11-19-79	100,000.00	9.55%
TOTAL	100,000.00	

FBC TIME WARRANTS SER 1969 SINKING FUND

10-16-79 10,000.00 9.10%

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FBC UNLIMITED	TAX ROAD	BONDS	SER. 1962-19	66 SINKING F	מויוטי
			01	7.11	

8-16-79

Treasury Bill. 30,000.00

9.22%

ROAD BOND AVAILABLE FUND

9-1.3-79 7-24-79 Treasury Bills 45,000.00 50,000.00

9.25% 9.30%

TOTAL

\$ 95,000.00

DRAINAGE DISTRICT BOND AVAILABLE FUND

8-21-79

Treasury Bill 145,000.00

9.38%

COUNTY SOCIAL SECURITY

7-12-79

Treasury Bill 70,000.00

9.25%

LATERAL ROAD ACCOUNT

8-16-79

Treasury Bill 40,000.00

8.80%

FRC REVENUE SHARING TR. FUND EP 1-7

8-2-79

Tressury Bill 30,000.00

8.50%

FBC REVENUE SHARING TR. FUND EP # 9

8-2-79

Treasury Bill 50,000.00

8.50%

FBC REVENUE SHARING TR. FUND EP # 10

8-2-79

Treasury Bill 30,000.00

8.50%

FBC BRANCH LIBRARIES

8-30-79

Treasury Bill 30,000.00

Athers and a later and an analysis of the contraction of the contracti

8.65%

page # 5

FBC LAW LIBRARY

Treasury Bill

10-4-79

20,000.00

8.80%

SMITHERS LAKE ROAD ACCOUNT PCT. # 1

Treasury Bill

8-1-79

90,000.00

8.25%

10

TOTAL U.S. TREASURY BILLS 7,025,000.00

CERTIFICATE OF DEPOSIT 1,300,000.00

TREASURY NOTES 2,270,000.00

RE: ACCEPT BIDS FOR 2 USED CREW CAB PICK-UP TRUCKS FROM WHITE-PONTIAC-CADILLAC AND DUB MILLER FORD, INC. FOR PRECINCT #4 AND FORT BEND COUNTY DRAINAGE DISTRICT:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court accepted bids on 2 used Crew Cab Pick-Up Trucks as follows:

1 Used 1977 GMC Model TC20943 Pickup Truck from White-Pontiac-Cadillac, Rosenberg, Texas for the Fort Bend County Drainage District in the amount of \$4,950.00.

1 Used 1977 Ford F350 Pick-Up Truck from Dub Miller Ford, Inc. Rosenberg, Texas for Precinct #4 in the amount of \$5,488.50.

RE: REQUEST TO AMEND THE BUDGET OF CONSTABLE PRECINCT #3, BUSTER COURT:

The land of the la

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved to amend the budget of Constable Precinct #3, Buster Court, in the amount of \$475.00 to cover office supplies and postage for the remaineder of the year, to be paid out of the Emergency General Fund.

7 RE: AMEND THE SHERIFF DEPARTMENT BUDGET TO PAY FOR SECURITY GUARDING OF PRISIONER IN JOHN SEALY HOSPITAL:

On MOtion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved to amend the Sheriffs budget in the amount of \$1650.00 for the final payment of security guarding of prisoner in the John Sealy Hospital who died on July 12, 1979, to be paid for out of the Emergency General Fund.

RE: RICHARD SELLEH, GRANT COORDINATOR - CETA EXTENSION OF 18 MONTH LIMIT FOR PUBLIC SERVICE EMPLOYMENT PARTICIPANTS: TITLE VI

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. application
Helwig, and duly passed, the court authorized the Grant Coordinator to make / for
C E T A extension of 18 month limit based on hardship, under TITLE VI for Public
Service Employment participants.

RE: PASS RESOLUTION NOT TO IMPLEMENT ARTICLE I & II OF H.B. 1060 - OPEN SPACE AMENDMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court passed resolution that the Article I & II of H.B. 1060, also known as the Open Space Amendment, not be implemented by Fort Bend County and Fort Bend County Drainage District for this year because of the status of the county tax roll.

(Recorded in the minutes in full)

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RE: PASS RESOLUTION NOT TO ADOPT ARTICLE V OF H.B. 1060 - EXEMPTION OF AUTOMOBILES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, Commissioner Tony Jebbia opposed, and duly passed, the court passed a Resolution that Fort Bend County and Fort Bend County Drainage District waive the exemption of Article V of H.B. 1060, which applies to the exemption of automobiles, be left on the tax roll for this year and be drafted for the year 1979. The County Tax Assessor/Collector was in agreement with this ruling.

RESOLUTION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, consideration of the adoption of Articles I, II, and V of House Bill 1060 was a scheduled item for discussion; and

WHEREAS, the Commissioners' Court by majority vote has elected not to adopt or implement Articles I, II and V of the said H. B. 1060; and

WHEREAS, the County Tax Assessor-Collector is in agreement with the majority vote of the said Commissioners' Court on such Articles;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court in and for Fort Bend County, Texas, by majority vote and with the approval of the Fort Bend County Tax Assessor-Collector, does hereby elect not to adopt

10

or implement Articles I, II and V of H. B. 1060.

Adopted this the 6 day of July, 1979

Attest:

County Clerk

County Judge

RE: PASS RESOLUTION TO IMPLEMENT THE PROPERTY TAX CODE S.B.621 CENTRAL APPRAISAL DISTRICT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court passed a Resolution to implement S.B. 621 Central Appraisal District to Contract with the District by September 15, 1979 in order to participate in the appointment of the First Board of Directors of the Central Appraisal District. The County Tax Assessor/Collector was in agreement with this ruling.

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KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, on the 16 day of July, 1979, the Commissioners' Court met in open session at the Fort Bend County Courthouse in Richmond, Texas; and

WHEREAS, consideration of the adoption of Property Tax Code S.B. 621, Central Appraisal District was a scheduled item for discussion; and

WHEREAS, the Commissioners' Court by majority vote has elected to implement Property Tax Code S.B. 621, Central Appraisal District; and

WHEREAS, the County Tax Assessor-Collector is in agreement with the majority vote of the said Commissioners' Court on such Articles;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court in and for Fort Bend County, Texas, by majority vote and with the approval of the Fort Bend County Tax Assessor-Collector, does hereby elect to implement Property Tax Code S.B. 621, Central Appraisal District.

Adopted this the ______ day of July, 1979

Lee J. Hanzelka

RE: APPROVE CONTRACT WITH THOMAS Y. PICKETT & COMPANY INC. TO PREPARE 1979 COUNTY TAX ROLL:

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On MOtion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony
Jebbia, and duly passed, the court approved and accepted the contract with
Thomas Y. Pickett & Company Inc. to prepare 1979 County Tax Roll, with changes
made as indicated in the contract as follows:

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

BY THIS AGREEMENT, Thos. Y. Pickett & Company, Inc., hereinafter called County, and Fort Bend County, Texas, hereinafter called County do therefore through the Tax Assessor - Collector and by the accord of the Commissioners' Court, hereby agree to the following conditions and specifications necessary to complete the local real estate and personal property tax rolls and related statements of said County for the year 1979, and from year to year thereafter unless renegotiated on or before March 31st each year.

- 1. The County shall furnish the Company:
 - (a) a copy of the current tax roll file on magnetic tape;
 - (b) a copy of the magnetic tape format.
- 2. The Company shall make all file conversions and print a proof listing of all real estate and personal property.
 A "clip list" of all owner name and property descriptions, which must be reduced, will be furnished by the Company.
- 3. All changes to the proof list and "clip list" for 1979 shall be posted by employees of the County. The Tax Assessor Collector shall be responsible for furnishing a list of new properties in 1979 on inventories or Form 100's. The keypunch operation to correct the "clip list" will be an additional charge.
- 4. The Company shall keypunch all changes posted to proof
 list and new property records as necessary to update file
 for 1979 tax rolls.
- before the updating of changes to the 1979 tax roll file; to release all property inventories to the staff assigned the job of updating all changes, etc.; to assign four (4) permanent tax office personnel to the job project and training program; to maintain a minimum staff of eight (8) people throughout the completion of the project for 1979.

हत् । भारतार दिल्लास स्वर्धाता 🚅 हत्ता 🗸 🖺 हे छो है। अहरे हे से हे हे बाई क्षा है कि सामान कि स्वरूप कर से उसके

A representative of the Company shall conduct an orientation program and workshop for special staff and employees in office facilities where work is to be done. Thus Sompany will be assisted by a representative of Haskins

shall be fully qualified to assume a supervisory position.

6 Bells as any be necessary or required.

Upon completion of all changes to update 1979 proof lists and new property records, the Company shall provide the following services and materials:

1. Provide all forms:

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- (a) Three (3) part tax roll;
- (b) Four (4) part receipt package containing three (3) receipts on carbonless paper and tax statement;
- Three (3) part second statement package containing "tax statement - second notice" and two (2) inventories, (All carbonless paper);
- 2. Print tax roll;
- Print tax receipt package;
- Print "tax statement second notice" package;
- Remove carbon, burst, and trim tax roll;
- Remove tax statement from receipt package;
- Burst and trim tax statements, tax statement second notice and two (2) inventories to four (4") inch singles;
 - 8. Burst and trim three (3) receipts (glued together) to sixteen (16") inch height, drill and bind;
 - Furnish a 1980 proof listing.

The County agrees to pay the Company for such services, materials, and supplies, a sum equal to thirty-six (36¢) cents per item on the local real estate and personal property roll.

The County also agrees to pay the Company for special and extra ordinary services necessary to complete the rolls, etc., as enumerated:

A. A fee of twenty-five (\$25.00) dollars per hour for

"神"《 》(中四年)年中中日十年日本語(中國共和國共和國共和國共和國共和國共和國共和國共和國共和國共和國共和國共和國共和

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- Direct time cost to Company plus 20% for any excessive keypunching required.
- A fee of twenty-five (25¢) cents per item to furnish forms and prepare a separate roll and statements for that portion of the Wharton County Junior College within Fort Bend County if the County allows the agricultural use value exemption in 1979 and the Wharton County Junior College does not allow this exemption.
- D. A fee of eight (8¢) cents per receipt to provide. three (3) part form and print monthly report for the first three (3) months of collections.
- E. All tax roll and receipt binders to be charged at cost to the Company.
- F. All data relating to the local real estate and personal property rolls and stored on magnetic tapes will be the property of the County.

The Company agrees to bind and deliver all real estate and personal property rolls and related statements to the Tax Assessor -Collector of Fort Bend County, Texas, within seventy-five (75) days after receipt of the updated proof list and new property records.

BY ORDER OF THE COMMISSIONERS' COURT AND IN ACCORD WITH THE TAX ASSESSOR - COLLECTOR OF FORT BEND COUNTY, TEXAS.

WITNESS OUR HANDS IN DUPLICATE this 16 th day of July, A.D., 1979.

FORT BEND COUNTY, TEXAS

Ounty Judge

Commissioner Precinct No. 1

Tax Assessor - Collector

THOS. Y. PICKETT & COMPANY, INC.

Ву:

Vice President

ATTEST:

County Clerk, Fort Bend County, Texas

The court recessed at 11:00 o'clock A.M. until 1:30 o'clock P.M.

The Court re-convened at 1:30 o'clock P.M. for the Revenue Sharing Hearing.

13 RE: REVENUE SHARING HEARING:

The following persons with various organizations appeared before the court with their request at the Revenue Sharing Hearing.

- 1. Bill Murdock with Youth Opportunities Unlimited Inc. (YOU) requested \$15,000.00
- 2. Jeanette Elliff with Office of Early Childhood Development (OECD) " \$21,845.50
- 3. Suzanne White with Fort Bend County Culture Arts Council and Lamar Consolidated Independent School District Artists in Schools, No amount requested. Was asked to find other sources.
- 4. Jean Adams and LeRoyce Jones with Service Director Fort Bend County Planning Service Organization Inc. (Senior Citizens) requested \$30,000.00
- 5. Kay Tripicclio with Fort Bend Regional Council on Alcoholism and Drug abuse, requested \$13,010.00
- and Bo Randle
 6. Lillian Stavinoha and Jamie Roberts/with the Fort Bend County Library, \$14,600.00
- Computer hook-up to central library system.
 7. Robert Grayless with the Fort Bend County Ambulance service requested \$30,000.00
- for Ambulance.
 8. Fort Bend County Association for Retarded Citizens regiested \$12,700.00

14 RE: ADVERTISE FOR BIDS FOR ONE OR MORE MOTOR GRADERS:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony.

Jebbia, and duly passed, the court authorized to advertise for bids for one or more

Motor Graders.

S RE: ACCEPT CHECK FROM HOUSTON LIGHTING AND POWER COMPANY FOR REINBURSEMENT TO PRECINCT #1 FOR RAILROAD CROSSING IMPROVEMENTS. NEAR SMITHERS LAKE PLANT:

कार के राज्य है विकास समिता है के दार जा स्टूबिंग है।

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On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony

Jebbia, and duly passed, the court authorized to accept check from Houston Lighting

and Power Company in amount of \$884.13 payable to Precinct #1 for reinbursement

for railroad crossing improvements near Smithers Lake Plant.

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RE: APPROVE/NEW ASSISTANT DISTRICT ATTORNEY:

On Motion of Commissioner Ed. H. Hewlig, seconded by Commissioner Tony

Jebbia, and duly passed, the court approved the employment of Timothy A. Sloan

Hardy as the new Assistant District Attorney, effective August 1, 1979 at a salary

of \$21,000.00 per year.

RE: PAYMENT OF BILL TO RAY B. BAILEY ARCHITECTS, INC. ON COURTHOUSE RENOVATION PROJECT:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the payment of bill in the amount of \$9,750.00 to Ray B. Bailey Architects, Inc. on Courthouse Renovation probject, as follows:

Invoice No. 7901.4

ARCHITECTURAL SERVICES PHASE I: Completion of schematic design phase, cost analysis, and related client meetings for the restoration and renovation of the Fort Bend County Courthouse, Richmond, Texas, from May 1 through June 30, 1979.

BASIC SERVICES:

25% Completion of Total Project Services \$1,500,000.00 x .13 x .25 Less Previous Invoices

\$48,750.00 -39,000.00

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TOTAL THIS INVOICE:

\$ 9,750.00

RE: AGREEMENT BETWEEN FORT BEND COUNTY AND STATE DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORATION COMMISSION REGARDING IMPROVEMENTS ON SH 6 IN FORT BEND COUNTY KEEGANS BAYOU:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H.

Helwig, and duly passed, the court approved the agreement between Fort Bend County and State Department of Highway and Public Transporation Commission regarding improvements on SH ó in Fort Bend County, Keegans Bayou, subject to the receiving from the subdivider, of check/in the amount of \$331,800.00 payable to the County, then county in turn pay \$331,800.00 to the State Department of Highwy and Public Transporation Commission. Agreement as follows:

C 1685-6-6 Fort Bend Co.

ए तम प्राप्ताप्तापति स्थापित हो स्वतंत्र के अपने ह्या महीन स्वाप्त कार्य कार्य क्रमान करिया विद्यालय क्रमान कर

STATE OF TEXAS X COUNTY OF TRAVIS X

THIS AGREEMENT, made this

day of

, 1979, by

and between Fort Bend County, Texas, hereinafter called the "County",

Party of the First Part, acting by and through its Commissioners Court and
the State of Texas, hereinafter called the "State", Party of the Second

WHEREAS, the County desires the construction of roadway and bridge construction and incidental items within the limits from Interstate Highway No. 10 West of Houston to U. S. Highway No. 90A on State Highway No. 6, which is solely the County's responsibility and the County has requested the State to construct or have constructed this work. The State will construct or have constructed this work for and on behalf of the County and at the County's sole expense, excluding preliminary engineering. The estimated construction cost of this work is Three Hundred Thirty One Thousand Eight Hundred and No/100 Dollars (\$331,800.00), including contingencies and construction engineering.

NOW THEREFORE, it is understood that this proposed work will be constructed by the State and the County will transmit to the State with the return of this agreement, executed by the County, a warrant or check made payable to the State Treasurer, Account of Trust Fund No. 927 in the amount of Three Hundred Thirty One Thousand Eight Hundred and No/100 Dollars (\$331,800.00), to be used in paying for the proposed work required by the County. It is further understood that the State will construct only those items for the County as requested and required by the County and the entire

cost of such items, excluding preliminary engineering, will be borne by the County. If the State elects to receive bids and if upon receipt of bids by the State and/or the actual construction and/or approved changes in the contemplated improvements it is found that this amount is insufficient to pay the County's portion, then the County upon request of the State will forthwith supplement this amount by an amount equal to the County's full estimated or actual share of the cost of this work less the amount previously paid into Trust Fund No. 927. In the event the amount as paid is more than the actual cost, then the excess amount will be returned to the County. It is further understood that the work to be done on behalf of the County, as herein provided, will include the cost of contingencies and construction engineering.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day above stated.

COMMISSIONERS COURT OF FORT BEND COUNTY TEXAS Party of the First Part

STATE OF TEXAS STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION Party of the Second Part

County Judge

ું કું તુવાનું જ્યાર મહિલા છે. જું જોવાના કાર્યક્રમાં તુવાના તુવાના કું મારા કું મારા મારા કું કરતાં પૂર્વાનો જ

Certified as being executed for the purpose and effect of activating and/ or company many property or carrying out the orders, established · 自然財政ないのないのの利用のないないのはののはののは、

ву:_	policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation
By:_	Commissioner Precinct Number 2
	By:
By:	Asst. Engineer-Director under authority of Commission Minute 70104
By:_(Commissioner Precinct Number 4 Recommended for execution:
ATTI	EST:
	(State) Director, Finance
	County Clerk
	Souncy Office
19	RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TELEPHONE COMPANY - REQUEST TO LAY BURIED CABLE ALONG POWELL POINT SCHOOL ROAD NEAR KENDLETON IN PRECINCT #2:
	On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H.
	Helwig, and duly passed, the court approved the application for and permit granting
	telephone cable crossing to Southwestern Bell Telephone Company in request to lay
	buried cable along Powell Point School Road near Kendleton in Precinct #2,
	as follows:
	APPLICATION FOR AND PERMIT GRANTING TELEPHONE CARLE CROSSING
	TO THE PONCRADE COMMISSIONERS: COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS % County Courthouse Richmond, Texas 77469
	COMES NOW Southwestern Bell Telephone Company
	acting herein by and through its duly authorized representative and here- by petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.
	SEE ATTACHED SKETCH
	RO.84840
	Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.
	Fetitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.
	Fetitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.
	The undersigned officer of said Company has full authority to bind said Company hereto.
	Executed in quadruplicate originals this 20th day of June

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Attest: Secretary

Manager-GSP Engineering 301 So. 9th Suite 209 Richmond, Texas 77469

PERMIT

IN THE COMMISSIONERS! COURT - - - - FORT BEND COUNTY, TEXAS

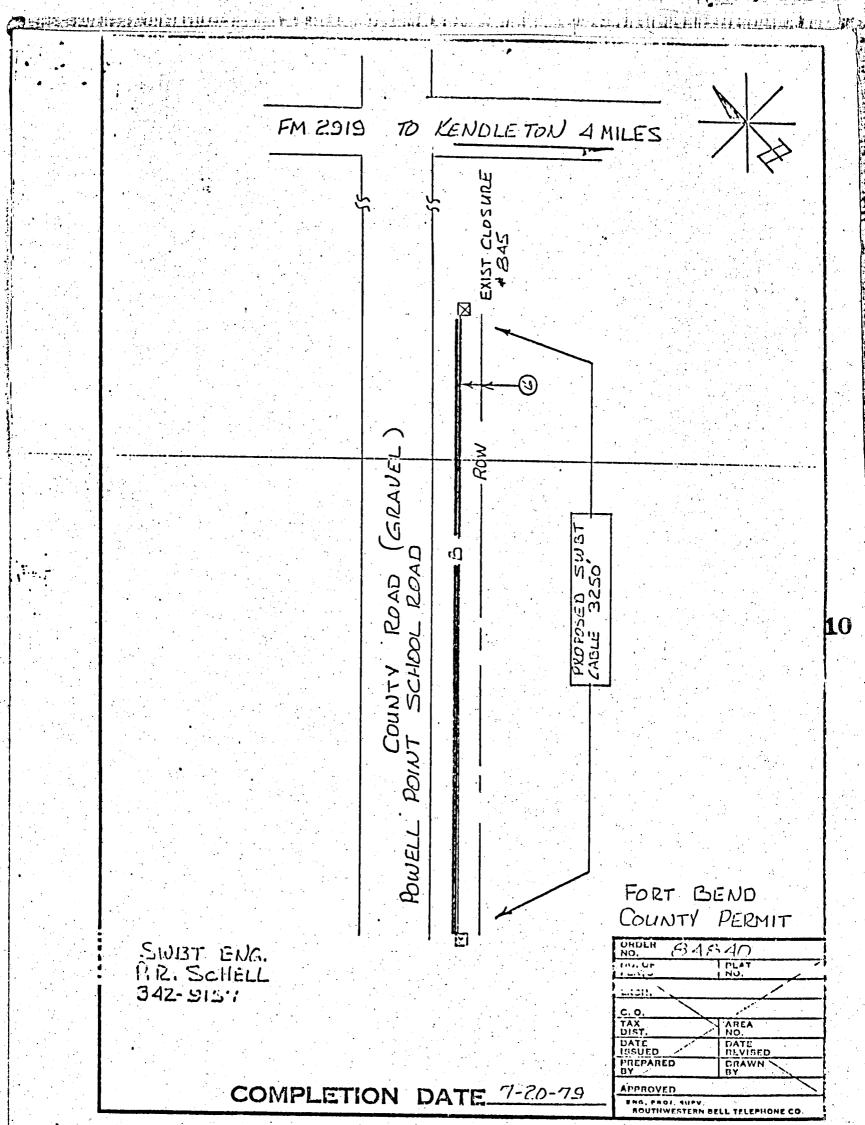
ON THIS the /c DAY of)

on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

County Judge

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The court recessed at 3:30 o'clock P.M. to approve bills:

20 RE: APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' Office, as approved by the Commissioners' Court in person in July (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, and duly passed and approved.

There being no further business the Court adjourned at 5:00 o'clock P.M.

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ATTEST;

COUNTY CLERK

Add 1

FORT BEND COUNTY TREASURER'S BOND REPORT

JULY 1979

FT BEND COUNTY ROAD DIST NO. 4 SER 1940 BOND

Outstanding 7-1-1979 - - - \$50.00

2 Int. Coupons # 77 Off Bds. 166 & 167 at \$25.00

50.00

FT BEND COUNTY ROAD DISTRICT NO. 8 SER 1927 BOND

Outstanding 7-1-1979 - - - \$110.00

4 Int. Coupons No. 59 Off Bds. 210-212-214-216

at \$27.50

\$4\$ 110.00

FORT BEND COUNTY TREASURER'S BOND STATEMENT

JULY 1979

NO CANCELLIED BONDS NOR COUPONS RECEIVED DURING THE MONTH OF

JULY 1979

more than the control of the control

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SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND

BE IT REMEMBERED That on the 23rd day of July, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

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County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of July 16, 1979, as corrected.

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the following changes in Depository Pledge Contracts:

The First National Bank of Richmond, Texas to release \$300,000.00 U. S. Treasury Bills due 7/12/79, receipt #311891 to pledge \$300,000.00 U. S. Treasury Bills due 1/10/80, receipt #321032.

RE: ORDER REQUESTING CREDIT OF LATERAL ROAD FUNDS TO FORT BEND COUNTY FROM THE STATE OF TEXAS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia and duly passed, the court ordered the return of Lateral Road Fund as of August 31, in the amount of \$47,517.92 to Fort Bend County from the State of Texas, to be used for construction and improvement of Lateral Roads.

RE: OPEN BIDS FOR ONE NEW APPROXIMATELY 20' X 36' OFFICE BUILDING AT FAIRGROUNDS AND ADDITION OF GROOMING AREA TO EXISTING WASHROOM AT FAIRGROUNDS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court ordered to extend the opening of bids of Office building at fairgrounds and addition of grooming area to existing washroom at fairgrounds for one (1) week.

RE: PASS RESOLUTION TO REINSTATE PAYMENT OF COUNTY LATERAL ROAD FUNDS BY STATE OF TEXAS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court ordered to pass a resolution, asking that funds be restored for State funds for County Lateral Road Funds, which was vetoed by the Governor. It was ordered by the Court that such resolution be mailed to Governor Clements, Lieutenant Governor Bill Hobby, State Senator Gena Jones, and State Representative Tom DeLay.

The Follow letter received from the Texas Association of Counties, to the Commissioners' Court outlines the Governors' veto.

TO: COMMISSIONERS' COURTS

FROM: SAM E. CLONTS, TAC EXECUTIVE DIRECTOR

RE: GOVERNOR CLEMENTS' VETO OF \$7,376,374 OF THE COUNTY LATERAL ROAD FUND

Governor Clements has line-item vetoed \$7,376,374 for the fiscal year 1981 of the appropriation bill (H.B. 558) recently passed by the 66th Texas Legislature. This is the amount that has been annually appropriated by the Legislature since 1951 to be distributed to the counties of Texas to be used to pay off Road Bond Indebtedness or road construction. These funds come from the state motor fuel tax, which counties have been receiving a portion of since 1933. These funds have been distributed on a formula set by statute on an order passed each year by the Board of County and District Road Indebtedness.

All counties of Texas will receive their share of the Lateral Road Fund in September, 1979 from the appropriations for the 1980 State fiscal year. No county will receive lateral road money from the State in September, 1980 because of the veto of the appropriation for the 1981 State fiscal year.

Because of the constitutional dedication of all motor fuel tax revenue to road and highway construction, and the statutory allocation of \$7.3 million plus interest of this revenue to the County and Road District Highway (Lateral Road) Fund, this money will remain in the State Treasury and may not be used for another purpose. The money affected by the veto can not be transferred to the State's General Revenue Fund, or to the State Highway Fund without a new law being enacted by the Legislature.

The possibility exists that the Governor will call a special session of the Legislature later this year or early next year. We are urging each Commissioners' Court of Texas to write Governor Clements requesting him to open the "call" of a special session to restore the appropriation of the \$7,376,374 for county lateral road funds recently vetoed by him. In your request for the reinstatement of these funds, you might want to point out the need in your particular county.

Enclosed is information on the amount of funds each county received in 1978 from the State Lateral Road Account.

© RE: ORDER TO ACCEPT ALL LOW BIDS ON ROAD MATERIALS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony

Jebbia, and duly passed, the court authorized to accept all low bids on Road Materials

for Fort Bend County, subject to availability and hauling distance. Bids as follows:

BID TABULATION

Stone No Bid F.O.B. County No Bid No Bid trucks c. Stock Track rail siding, W. Hwy. 36 Rosenberg 12.17 per cu. yd.	Haul rate for additional miles out- side the areas listed will be \$0.075 Prices based on min. shipments Ton mile. Prices shall be adjusted upward or decreases of trucking rates imposed by the Texas Railroad Comm. Problem in the stable to adequately stone base mat. We are offering a lime stablized gravel base, max. 1 3/4" aggregate, stablized with 2 stablized	E - 6.50 Items 248, Type A F.O.B. Ft. Bend Type D modified 20.00 /T 20.00 /	FORT BEND COUNTY ROAD MATERIALS MONDAY, JULY 16, 1979 Item # 1 Bid Price Item # 2 Bid Price Item # 3 Bid Price Item # 3 Bid Price Item # 3 Bid /T loaded into Colo Base Bas	BID TABULATION
No B1d	Ct po (O)	7/16/79 - 9/30/79 20.00 /T 10/1/79 - 12/31/79 21.00 /T BID PER T IN PLACE (NOT TO INCLUDE	MONDAY, JULY 16, Bid Price Bid /T loaded interpretation	

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		Southwest Aspha Paving Material P. O. Box J Sugarland, Tex. 491-3101	FOR:
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	phalt Box Texas	Asphalt erial J Tex.	FORT
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		No BLd	1 7 4
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	Item 340 D-Modified Asphaltic Concrete	340	3
	Cete Cete		MONDAY, JULY 16, Bid Price
		\$16.00 per	Bid
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	\$17.25 per	r ton	JULY 1
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	Item 350 Hot Mix cold 1 Asphaltic Conc Type D-Asphalt be MC-800	Mix di As	C B
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	\$18.	\$18.	OO A.M. Bid Price
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BID TABULATION

	سنختا مبيواء كالمتناب كمشبت	
	Uvalde Rock Asphalt Company P.O. Box 531 (512/341-5101)	FOR: FORT FIRM FIRM Parker Brothers & Co., Inc. P. O. Box 107 Houston, TX. 7700 (926-4461)
	No Bid	Item # 1 Gravel Base Item 236 Grade I Road Gravel Trailer Truck Rate for uated! (40 - 50 mls) Per road Mile (51 - 100 Per Road
		Bid Price te from Altair grad- mls) \$.0850 Per Ton 1 -60 ml) \$.0800 Per I e (61-80 ml) \$.0750 F.O.B. Altair \$3.40 Net Per Ton 1
	No Bid	ROAD Item # 2 Limestone Base Item 242 Grade I Item 242 Grade I Fresno-Arcola Fresno-Arcola Simonton Fulshear Sugarland Needville Missouri City Stafford
		MATERIALS MATERIALS MATERIALS Bid Price Bid Price Bid Price F.O.B. New Brau- nfels \$1.55 Net Per Ton 5.15 Net Per Ton 4.89 Net Per Ton 5.08 Net Per Ton 5.08 Net Per Ton 5.08 Net Per Ton 5.08 Net Per Ton 5.15 Net Per Ton 5.15 Net Per Ton 5.15 Net Per Ton 5.15 Net Per Ton 5.15 Net Per Ton
	No Bid	MONDAY, Item # 3 Bi Hot Mix Item 240 Type D F.O. \$18. Ton. tic
KQY	PUR FLE	JULY 16, d Price B. Plant 35 Net Per Plant Loca on 1120 ttmoore.
KOVERMIX - (1962 S.H.D. Specifiations) PE Grade 2 PE Grade 3 PE Grade 4 PE Grade 6 FE Grade 6 KOVERSTONE - (1962 S.H.D. Specifications) E Grade 2 E Grade 2 E Grade 3 E Grade 4 E Grade 4 E Grade 5 E Grade 6 E Grade 6 E Grade 6 E Grade 7 E Grade 8	Limestone Rock Asphalt Products FLEXHIX - (Black Base, Graduations A's through C's) FLEXHIX - (D and Duramix) DURASAND MIX	Big ## 9:0
7.05 7.05 7.05 7.05 7.05 8.55 8.80 8.80 9.30 8.80 9.30 8.25 5.75 6.25 7.50 7.75 7.50 7.75 8.80 9.30 9.30 9.30 9.30 9.30 9.30 9.30 9.3	Truck Truck Shipment \$8.75 \$9.00 9.25	Bid Price

RE: ORDER TO ACCEPT ALL LOW BIDS FOR BRIDGE MATERIAL AND WEED AND BRUSH CONTROL MATERIALS FOR FORT BEND COUNTY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to accept all low bids for Bridge Material and Weed and Brush Control Materials for Fort Bend County, as follows:

- FOR: FORT BEND COUNTY

MONDAY, JULY 16, 1979 - 9:00 A. M.

BRIDGE MATERIAL

BID FORM

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER will provide the following TREATED BRIDGE MATERIALS at the prices quoted below.

PLEASE GIVE COMPLETE SPECIFICATIONS ON ALL MATERIAL BID AND GIVE PRICES DELIVERED TO FORT BEND COUNTY. BID PRICES SHALL BE EFFECTIVE FOR A PERIOD OF SIX (6) MONTHS AND SHALL BE RENEWABLE FOR ANOTHER SIX MONTHS PROVIDED BOTH PARTIES AGREE.

SOUTHERN YELLOW PINE BRIDGE PILING 8" TOP

Material Description 35 ft. piling 12" Butt 12# Creo.	Unit Price Per Foot on Piling: 1000 bf on Lumber
33 It. piling 12 Butt 12% Cleo.	\$ 95.25 Each
30 ft. piling 8" TOP 8# Creo.	86,85 "
25 ft. piling 8" TOP 8# Creo.	61.60 "
20 ft. piling 8" TOP 8# Creo.	40.88 "
18 ft. piling 8" TOP 8# Creo.	34.85"
16 ft. piling 8" TOP 8# Creo.	29.27 "
14 ft. piling 8" TOP 8# Creo.	30.23 "
12 ft. piling 8" TOP 8# Creo.	23.72 "
**************	************
NO. 2 OR BETTER SOUTHERN YELLOW PINE ROUGH BRIDGE TIMBER 12# CREOSOTE	
10"x12" - 14 ft.	610.00 MBM
10"x12" - 16 ft.	·610.00 "
10"'x 10 - 14 ft.	585.00 "
10! X·10" - 16 ft.	
12" x 12" - 24 ft.	<u>. 735.00 "</u>
12" x 12" - 28 ft.	785.00 "

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TIMER 8# CREOSOTE	
4" x 12" - 16 Ft.	
4" x 12" - 14 ft.	583.00 "
4" x 12" - 18 ft.	608.00 "
2" x 8" - 24 ft.	638.00_"
2" x .8" - 14 ft.	<u>478.00 "</u>
2" x 8" - 12 ft.	<u>513.00 "</u>
2" x 8" - 16 ft.	483_00_"
2" x 4" - 16 ft.	523.00_"
2" x 4"12 ft.	478.00 "
2" x 4" - 18 ft.	523_00_"
2" x 4" - 20 ft.	523.00 "
3" x 8" - 20 ft.	538.00 "
	10
Bridge met erial Page 2	
3" x 8" - 24 ft.	638.00 MBM
3" x 8" - 14 ft.	478.00 "
3" x 8" - 18 ft.	538.00 "
3" x 8" -12 ft.	478.00 "
**************	****************
PENTA TREATED MATERIALS - MATERIAL DESCRIPTION TOP NO. 2 OR BETTER SOUTHERN YELLOW PINE	UNIT PRICE PER FOOT ON PILING 1000 bf on Lumber S4S BRIDGE TIMBERS 8# PENTA
4" x 4" - 12 ft.	543.00 MBM
2" x 6" - 16 ft.	528.00 "
2" x 6" - 20 ft.	558.00 "
2" x 6" - 12 ft.	483,00 "
2" x 4" - 12 ft.	478.00 "
2" x 4" - 16 ft.	523.00 "
2" x 4" -18 ft.	523.00 "
2" x 4" - 20 ft.	523.00 "

YELLOW PINE SISLE BRIDGE

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PLEASE GIVE ALL AND COMPLETE SPECIFICATIONS ON ALL MATERIALS AND GIVE PRICES DELIVERED TO FORT BEND COUNTY OVER A SIX (6) MONTH PERIOD IN TRUCKLOAD AMOUNTS AS ORDERED.
Thirty-five foot piling is to be Southern Yellow Pine with minimum 12" Buttts, pressure
treated to 12# retention per cubic foot with creosote. The thirty foot and shorter piling
is to be Southern Yellow Pine with minimum 8" tops, pressure treated to 8# retention per
cubic foot with creosote. All 10" and larger timbers to be Southern Yellow Pine No. 2
or Better, rough cut, and treated to 12# retention per cubic foot with creosote. All
4" x 12" and smaller timbers to be Southern Yellow Pine No. 2 or Better, dressed on one
side and one edge full size (SISIE) and to be treated to 8# retention per cubic foot
with creosote. The 4 x 4's, 2 x 6's, and 2 x 4's noted above to be No. 2 or better,
S4S and treated 8# retention per cubic foot with Penta.

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES. FIRM CONROE CREOSOTING COMPANY
ADDRESS P. O. BOX 9 CONROE, TEXAS 77301

DATE

July 13

A PROPERTY OF THE PROPERTY OF

Simon J. Berg Box 987 Stonewall, Tx (512-644-2278)	South Coast Enterprises P.O. Box 35216 Houston,Tx. (665-6483) (723-1452)	FIRM	FOR: FORT BEN
No Bid	Banvel ws 30 gal drum Banvel 720 gal.	BANVEL HERBICIDE	BEND COUNTY .
	31.39 gal. 13.09	BID PER GAL.	
	Dupont Hyvar 4# bags	HYVAR-X OR EQUAL	
6.47	ი	BID PER LB.	
Dow DMA 4 or Dow formula 55 gal.	4# 24D Amine Rhodia or Dow 55- gal drum	DED-WEED 40 AMINE OR EQUAL	
ຫ	5.80 1 ga	BID PER GAL	, 10
1 gal. or 5 gal.	MSMA	MESAMATE OR EQUAL	BID AND BRU
9.40	9.60 1 gal	BID PER GAL.	TABULATION SH CONTROL
	12qt.= 1 case 1 gal	NALCO TRAL INJ.	MATERIALS
4.90	5.45 19.50	BID PER QT.	
No Bid	Amchen Amitrol 50:1b. drum	AMCHEM OR EQUAL	MONDAY -
	4.65 1 1b	BID PER LB.	JULY 17,
Velpar prid balls Tordon 10 K pellets	Pramitol 50 lb. bags pellet- 1 to 2 = 100 sq.ft	SPOT	7, 1979 - 9:
S S S S S S S S S S S	5 9 e	BID PER LB.	м. А 00
No Bia	2x2½ gal.= case	WEEDMASTER	
مناور المراورة المراورة المراورة والمراورة وال	-9- L. 25	PER GAL.	names to that he was trained for the forester.

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RE: ACCEPT LOW BIDS ON OFFICE SUPPLIES:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court ordered to accept the low bids for office supplies from the following:

PLAIN BOND PAPER from Brazos Office Products, 940 Third St., Rosenberg, Texas

Bid Price for 20# unwatermarked - Letter size \$2.87, Letter size \$3.64 per ream.

ENVELOPES from Rosenberg Office Supply 823 Third St., Rosenberg, Texas

Bid Price for 4 $1/8 \times 9\frac{1}{4}$ - \$11.37 per thousand.

XEROGRAPHIC BOND PAPER (HIGH QUALITY) from Southwest Copiers, 1100 Travis St.

Richmond, Texas

Skid Lot Price (Mixed letter & Legal) 40 cartons per skid Letter size --\$24.30 - Legal size \$30.95 (40 cartons per skid)

YELLOW WRITING PADS from Brazos Office Products, 940 Third St. Rosenberg, Texas

Bid Price for Letter size \$4.94 per dozen and Legal size \$5.54 per dozen

ADDING MACHINE TAPES from Brazos Office Products, 940 Third St. Rosenberg, Texas

Bid Price for 2½" - \$26.33 per 100 and 3" - \$48.00 per 100 rolls

INK PENS from Brazos Office Products, 940 Third St. Rosenberg, Texas

Bid Price for Bic Med. Pt. \$1.29 per Dozen and Fine pt. \$1.29 per Dozen
PENCILS From Brazos Office Products, 940 Third St. Rosenberg, Texas

Bid Price for Premium grade Eagle Mirado \$1.23 per dozen and Contract grade \$0.83 per dozen

IBM COPIER II paper from Brazos Office Products, 940 Third St. Rosenberg, Texas

Bid Price for 575' white bond, 4 rolls/case - \$17.29 per case

XEROX PAPER from Rosenberg Office Supply, 823 Third St. Rosenberg, Texas

Bid Price for AB Dick Letter size \$2.64 per ream and Legal \$3.25 per ream

BOND PAPER WITH VARIOUS DEPT. HEADS from Totalgraphics, 917 3rd St. Rosenberg, Texas.

Bid Price for #4, Sulphite Black Ink = \$13.17 per 500 and \$18.40 per 1000 Legal size #4, Sulphite - \$15.68 per 500 and \$23.40 per 1000 (Photosetting not included. Typesetting charge \$15.00 per hr. \$7.50 Min.Charg.

ENVELOPES 4" x 9½" WITH VARIOUS DEPT. HEADS RETURN from Totalgraphics

Bid price for Commercial size 10- \$21.97 per 500, \$26.20 per 1000

- 1 Carton \$65.49
- 5 Carton \$275.43
- 10 Carton \$489.33

Typesetting charge same as on bond paper. Plate change charge of \$2.50 each address change in quantity orders

ENVELOPES 3½" x 8" with various department heads returns from Totalgraphics

Bid price for Commercial size 8 5/8 - \$49.02 per 500- \$292.33 per 5000 5 Cartons \$1229.35 - 10 Cartons \$2183.90-(5000 per carton)
Typesetting charge same as on bond paper. Plate Change charge of \$2.00 each Add. change in quantity orders.

	XEROX IBM RIBBONS	20 un- List price mater- Less 25 marked cases only) Letter- 2.87 Legal - 1.62	AB Dick Fabric - 24.75 dz 2.64 rm. Model D carbon 17.30 dz 3.35 rm Selectric 21 11.15 dz	Same 11 as 12 as 13 as 14.30 - Legal 15.60 - Legal 16.24.30 - Legal 16.25.30 - Legal 16.25.30 - Legal 17.50 - Legal 18.30 - Legal 19.30 - Legal	% 31d % 31d
	BID PRICE	(Fr. 29 /casser) (Fr. 20 / casser) (Fr. 20 / cas	3 2 3	5.23 per roll bo 29 / roll / c 24 / 24 / 24 / 24 / 24 / 24 / 24 /	•
	IBM COPIER II	575' white bond, 4 rolls / case	No Bid	575' (20¢ bond) 688' (20¢ bond) high yield	No 31d
	BID PRICE	1.23 /dz. .83 /dz.	1,34 /dz. 16.10 /gross		
ge 2)	E PENCILS	grade Eagle Mirado Concract grade	dz #174 Mirado dz	% Bid	P) E 0 N
BID TABULATION (page OFFICE SUPPLIES	BID PRICE	1.29 /dz 1.62 /dz 1.29 /dz 1.29 /dz	ns \$2.40 /dz u fine ns 4.80 /dz		
BID TAB	IICE INK PENS	100 Paper- 100 Mate med. pt. fine pt. Bic med. py. fine pt.	00 25c pen . roll med. or 00 49c pen croll fine croll	No BEG	ixing Re Bid
	NG BID PRICE INE S	48.00 /100	33.75 /100 25 ea. roll 37.50 /100 46c ea. roll 24.37 /50 50c ea. roll 28.12 /50 60c ea. roll		State on the state of the state
	RICE ADDING - MACHINE TAPES	/dz. / dz. 3 ". f.	2 2½" 2 3/8" 3" 3½" 3½"	No Bid	2k" - 3 7/16"
	4G BID PRICE	3.54	size 6.35 /dz		
	YELLOW WRITING PADS	fice Letter size	Dely Legal size		1ics % Bld
	#IRM	Tamazos Office	Option Supply	Complete Inc.	- Lorral graphics

Totalgraphics 917 3rd St. Rosenberg, Tx.	Southwest Copiers 1100 Travis St p Richmond, Dx. (342-8019)	Rosenberg Office Supply 923 Third Sc. Rosenberg, Tx. (342-6121)	Brazos Office Products 940 Third St. Rosenberg, Tx.	FIRM	
#4 Sulphite basis 20 Less than 30 m Over 30 ms #4 Sulphite basis 20 Less than 30 m Over 30 ms.	Kerographic bond aper (high qual.) \$,000 sheets per carton carton sxID LOT PRICE (MAY) FIXED LETTER & LEGA Letter size Legal size (40 cartons per which	Southworth paper 403C Southworth paper 403E	20# unwatermatked	BEND COUNTY PLAIN BOND PAPER	
Letter size 5. \$2.52 4.74 Legal size 5.02 6.02	Letter size \$29.05 Legal size \$37.60 -\$24.30 -\$30.93	Letter size \$8.16 Legal size \$10.92	Legal size -	BID PRICE	
(black ink) Legal size 04, Sulphite 2horosetting not Typesetting charg. \$7.50 min. charg.	No Bid	No Bid	P16 on	BOND PAFER W/VAR. DEPT HEADS	
\$13.17 /500 13.40 /1000 13.68 /500 23.40 /1000 not included. narg. \$15. per he charg.				OFFICE SUP	BID TABULATION
Commercial Size 10 5 cartons 10 cartons (2500 /ca	No Bid	4 1/8 x 9}	#10-24, regular commercial	E ENVELOPES 4 × 94"	Q.
16.48 /500 49.13 /2500 266.58 367.03 /		11.37 m	11.76 ш	BID PRICE ENVELOPE 4" x 9½ W/VAR. TURN	
Commercial Size 10 21. 10 25. 26. 27. 28. 29. 20. 20. 20. 20. 20. 20. 20. 20. 20. 20	% B2	No Bid	No Bid	ENVELOPES 4" x 9½" W/VAR. RE- TURN	
20 / 1500 20 / 1000 19 33 33 33 33 33 34 34 34 35 36 36 37 37 38 38 38 38 38 38 38 38 38 38 38 38 38				BID PRICE	r i
Commercial Size 8 5/8 5 cartons 10 cartons (5000 /carton Typesetting oh as on bond pa change charge add. change n	& BIG	No Bid	No Bid	ENVELOPES 3½" x 8" 4/VAR. DEPT. RE- TURN	
49.02 /500 292.33 /5000 1229.35 2183.90 n) harge same per. Plate of 2.50 ea. rquantity or.				BID PRICE	

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RE: CONSIDER BID FOR THE SALE OF ONE USED RAILROAD FLATCAR FOR PRECINCT #3:

Automatic Patrick (1984) and the contract with the base by the first of considerable for a contract of the con

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court ordered to reject bid on the sale of one used railroad flatcar for precinct #3 in the amount of \$347.57.

10 RE: APPROVE TO RE-RECORD SECTION 26 OF SUGAR CREEK SUBDIVISION:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved to re-record Section 26 of Sugar Creek Subdivison.

\\ RE: APPROVE TO AMEND THE BUDGET OF PRECINCT #3 JUSTICE OF PEACE LEE EUGIA:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to amend the budget of Justice of Peace Precinct #3 Lee Eugia in the amount of \$2,550.00 for office supplies, postage and telephone, to be paid for out of the Emergency General Fund.

12 RE: ACTION ON H.B. 1811 RELATING TO THE PAY OF GRAND & PETIT JURORS:

The Court discussed H.B. 1811 which will become effective August 27, 1979 governing the amount of money to be paid to the Grand and Petit Jurors. Assistant District Attorney Thomas Culver was asked to check into H.B. 1811 and report back to the court.

RE: NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT TO SOUTHWESTERN BELL TELEPHONE COMPANY - PERMIT TO LAY BURIED CABLE ALONG GAINES ROAD AT THE INTERSECTION OF ENNIS ROAD IN EAST FORT BEND COUNTY:

On Motion of Commissioner Ed. H. Helwig, secoded by Commissioner Tony Jebbia, and duly passed, the court approved the notice of proposed installation of buried cable and/or conduit to Southwestern Bell Telephone Company on permit to lay buried cable along Gaines Road at the intersection of Ennis Road in East Fort Bend County, as follows:

(Recorded in the minutes in full).

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

The state of the s

On this the 17th day of July , 1979, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads right-of-way in Fort Bend County for the purposes of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

Beginning at a point in the west right-of-way of Gaines Road, said point being at the intersection of Ennis Road and Gaines Road. Thence, crossing Ennis Road from the south right-of-way to the north right-of-way and continuing in a northerly direction, parallel and adjacent to the west right-of-way of Gaines Road a distance of 840.

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The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make. changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deeping of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

The undersigned further agrees to obey all rules of the County Commissioners and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said cable and/or

The undersigned representative of said company has full authority to bind said Company hereto.

TEL. CO. LOG NO. Sunset * 40;

SOUTHWESTERN BELL TELEPHONE COMPANY TEIEPHONE NO. 5271957

TITLE: Project Engineer Conduit District

ADDRESS: 3317 Montrose, Room 220B Houston, Texas 77006
Approved As To Form

Legal Dept. Houston Area

PERMIT

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IN THE COMMISSIONERS' COURT -----FORT BEND COUNTY, TEXAS

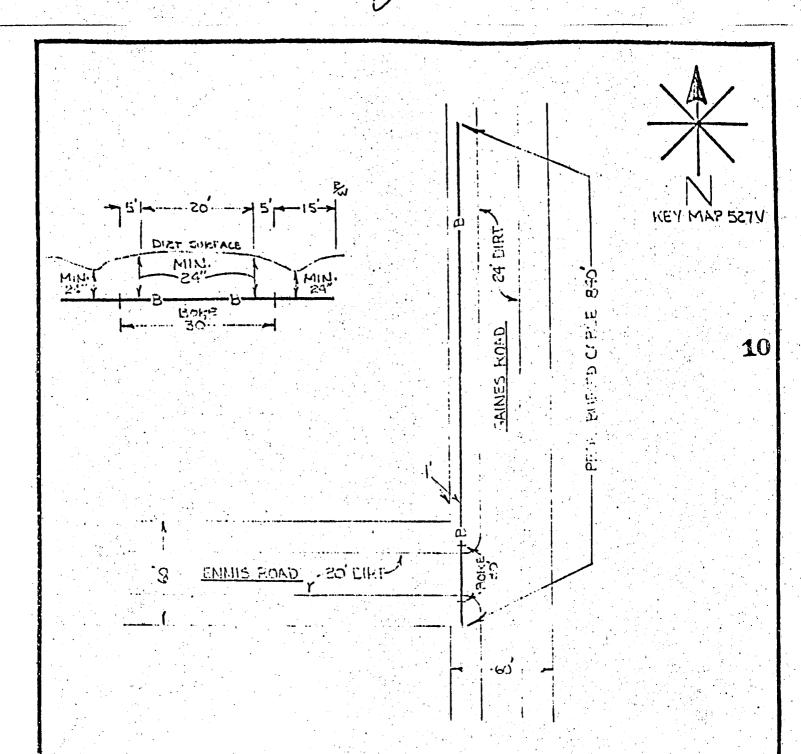
ON THIS the A ay of on motion duly made, seconded and passed by the COMMISSIONERS. COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS! COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS and the Drainage District harmless from any

To be ordered the consistency of the constitution of the might of the Congressions of the Congression (1) The Congression (1)

course of action aforesaid.

COMMISSIONERS! COURT FORT BEND COUNTY, TEXAS

BEDESTER STEED OF THE PROPERTY



FORT BEND COUNTY SPECIFICATIONS

- NO MORE FRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10 LIFTS AT THE END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT.)
- 2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT OF WAY AT END OF EACH DAY.
- 3. DITCHES TO BE OPENED AT END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
- 4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
- 5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
- 6. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.

PERMIT EXHIBIT SUN 340 SOUTHWESTERN BELL TEL. CO CONDUIT DISTRICT 3317 MONTROSE, RM.230 HOUSTON, TEXAS 77005

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DATE 7-17-7	DATY
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APPROVIED	
BIST, EMBS. BOLTHWESTRPH DIS	LL TELEPHONE CO.

COMPLETION DATE

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RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TELEPHONE COMPANY - PERMIT TO LAY BURIED CABLE UNDER & ACROSS SEVERAL ROADS IN FORT BEND COUNTY IN PRECINCT #1 and #2:

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(Recorded in the minutes in full)

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS & County Courthouse Richmond, Texas 77469

COMES NOW

Southwestern Bell Telephone Company

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

SEE ATTACHED SKETCH

Est. 7673

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 16th day of July 1979.

SCUTHWESTERN BELL

Atwk. Serv. Supv.-OSP Engineering
301 So. 9th Suite 209

Richmond, Texas 77469

Attest: Secretary

PERMIT

IN THE COMMISSIONERS' COURT - - - - FORT BEND COUNTY, TEXAS

ON THIS the 13 DAY of July 1979

on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FCRT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the CCUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

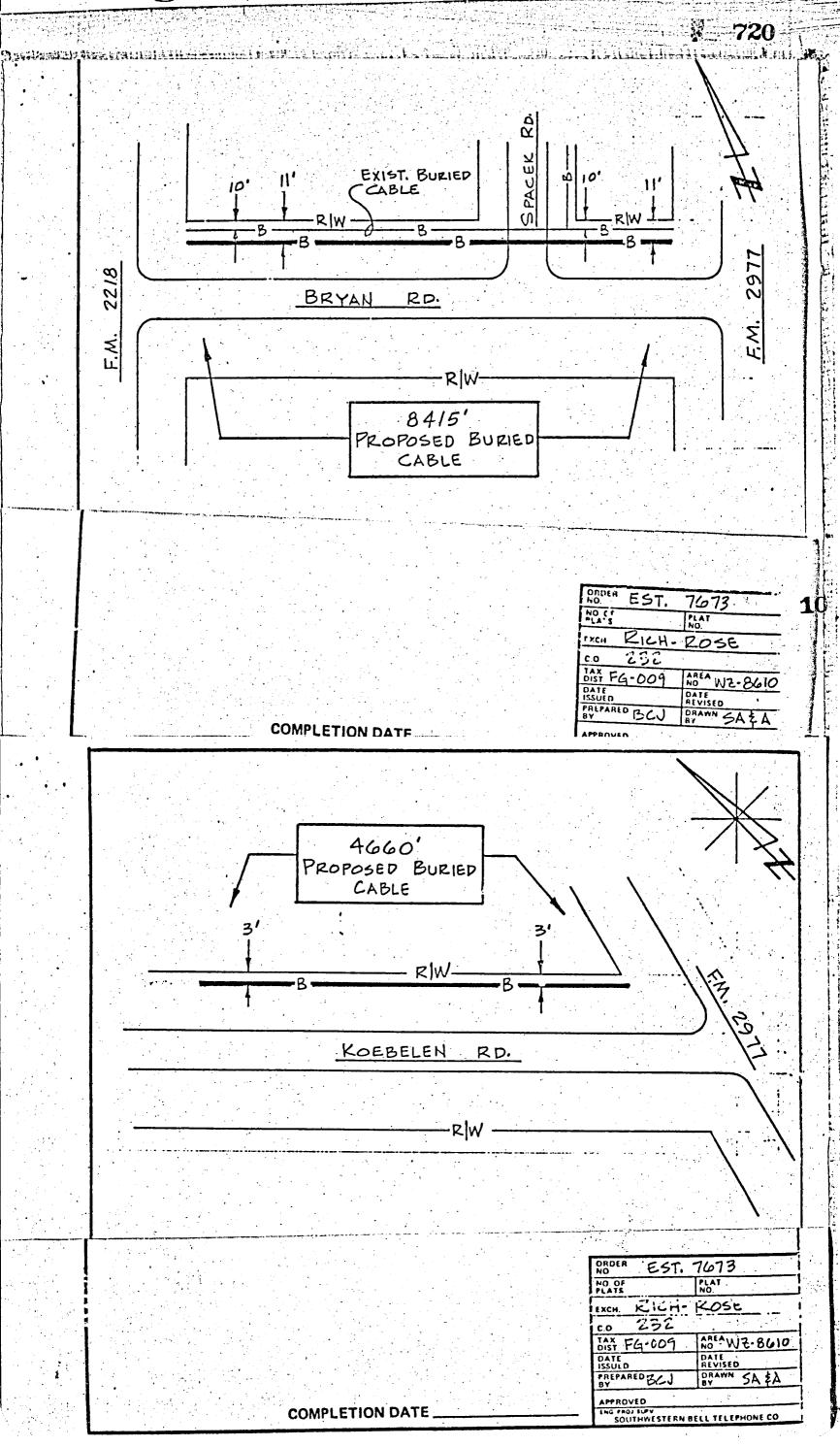
COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

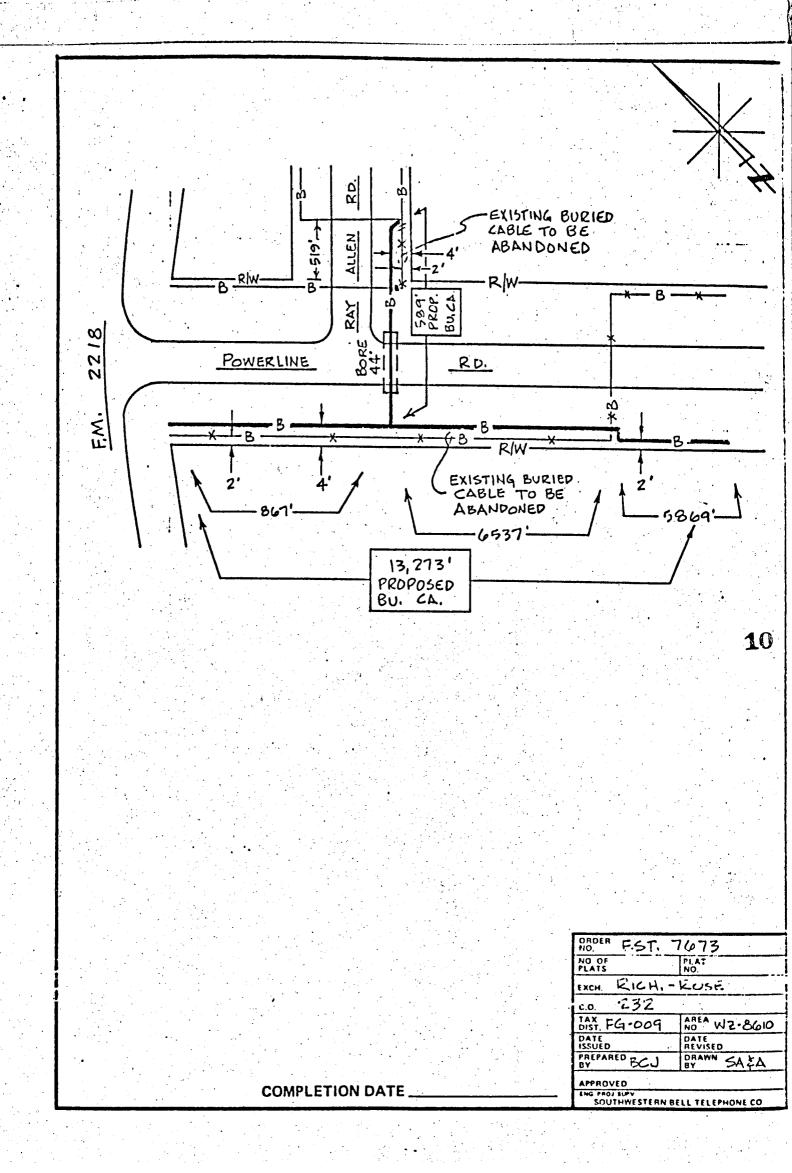
County Judge

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CONDITIONS OF PERMIT

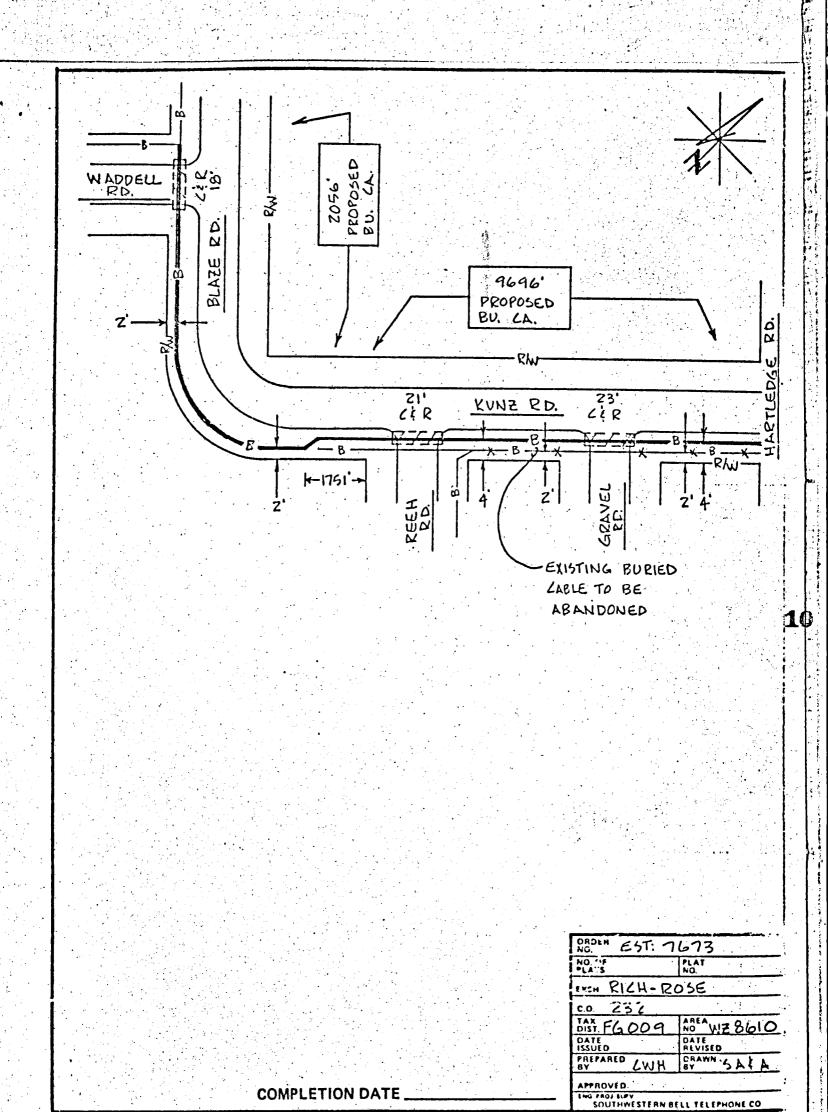
- 1. No more trench opened at one time than can be backfilled and compacted in 10" lifts at the end of workday. (No trench open overnight.)
- 2. All excess excavation to be removed from site at end of each day.
- 3. Ditches to be opened at end of day to insure adequate drainage.
- 4. Road must be kept open to traffic. Contractor must provide flagmen signs, signals, etc., to provide complete safety to public.
- 5. If it becomes necessary to operate equipment on portion of pavement precautions must be taken to prevent any damage to pavement.
- 6. Condition of road on completion of job shall be as good or better than prior to starting.
- 7. Contact County Commissioner 48 hours prior to starting job.



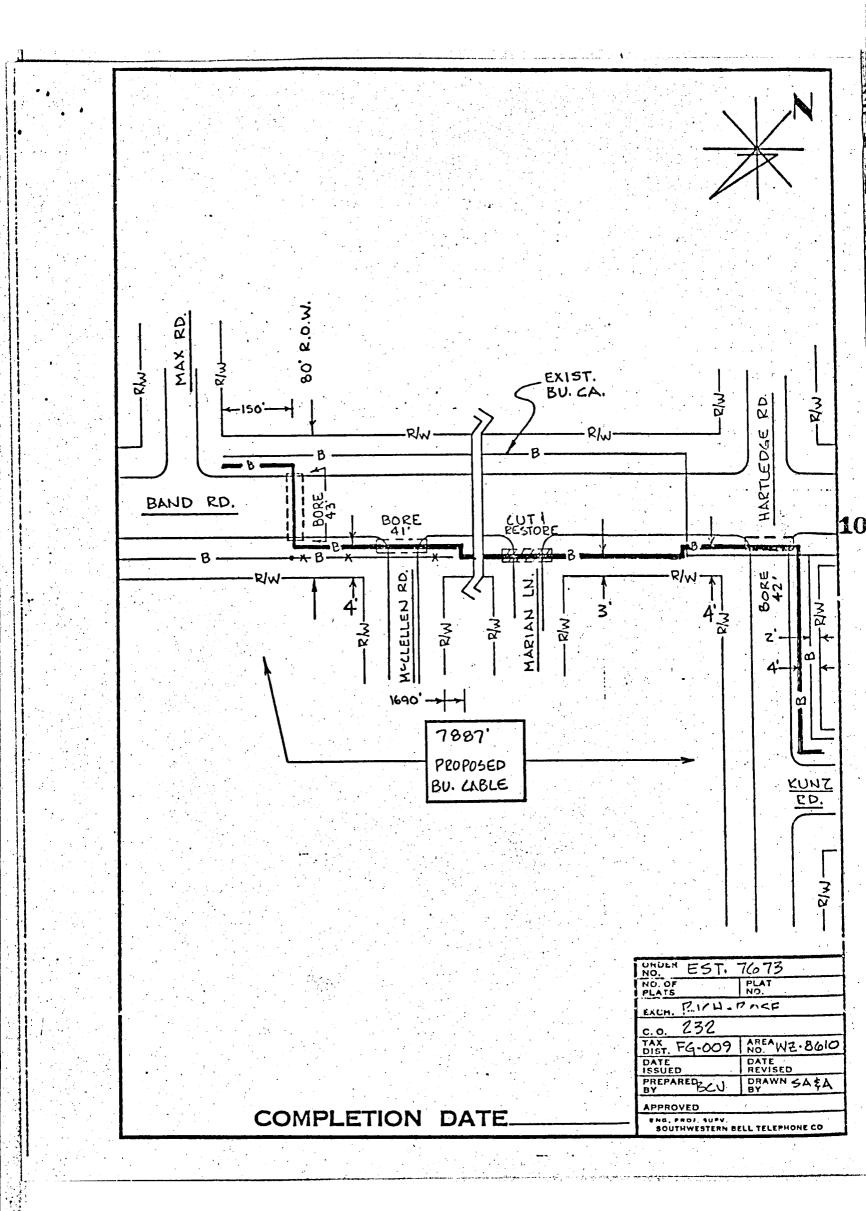


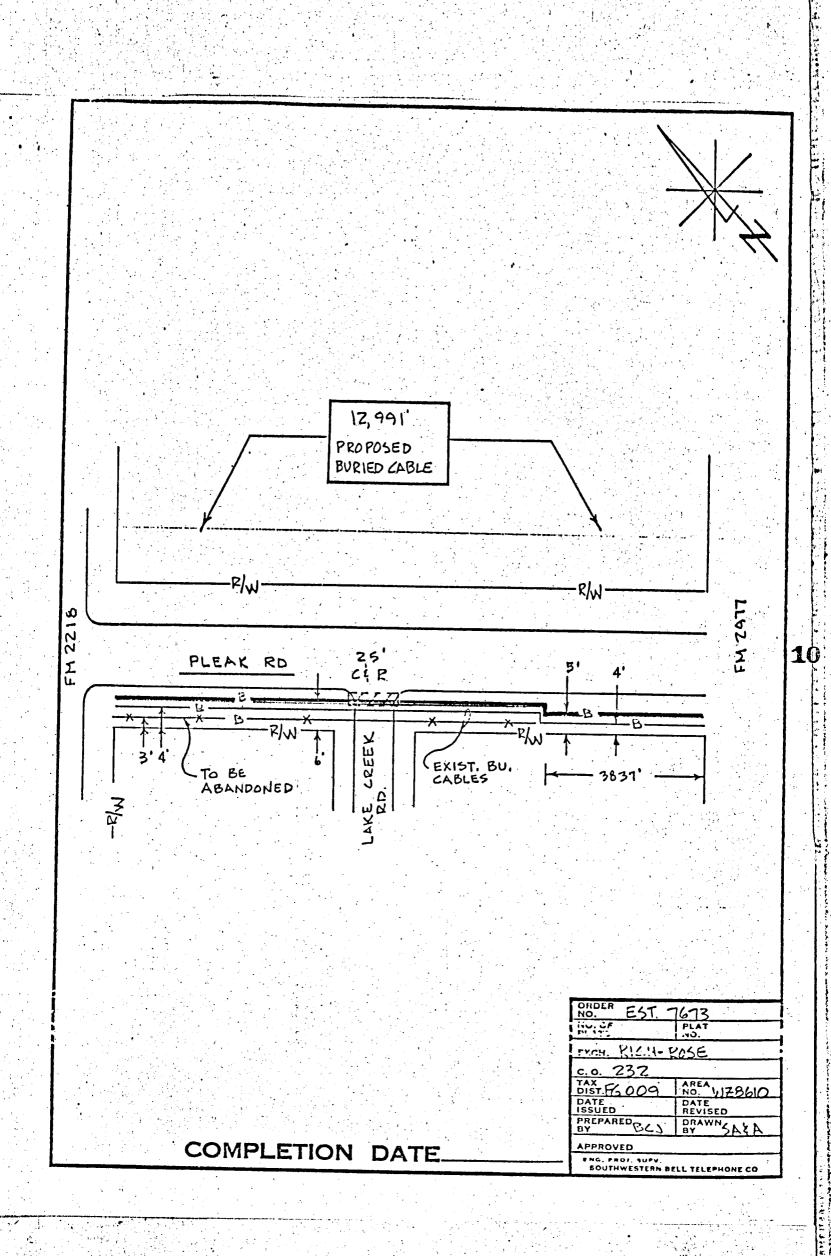
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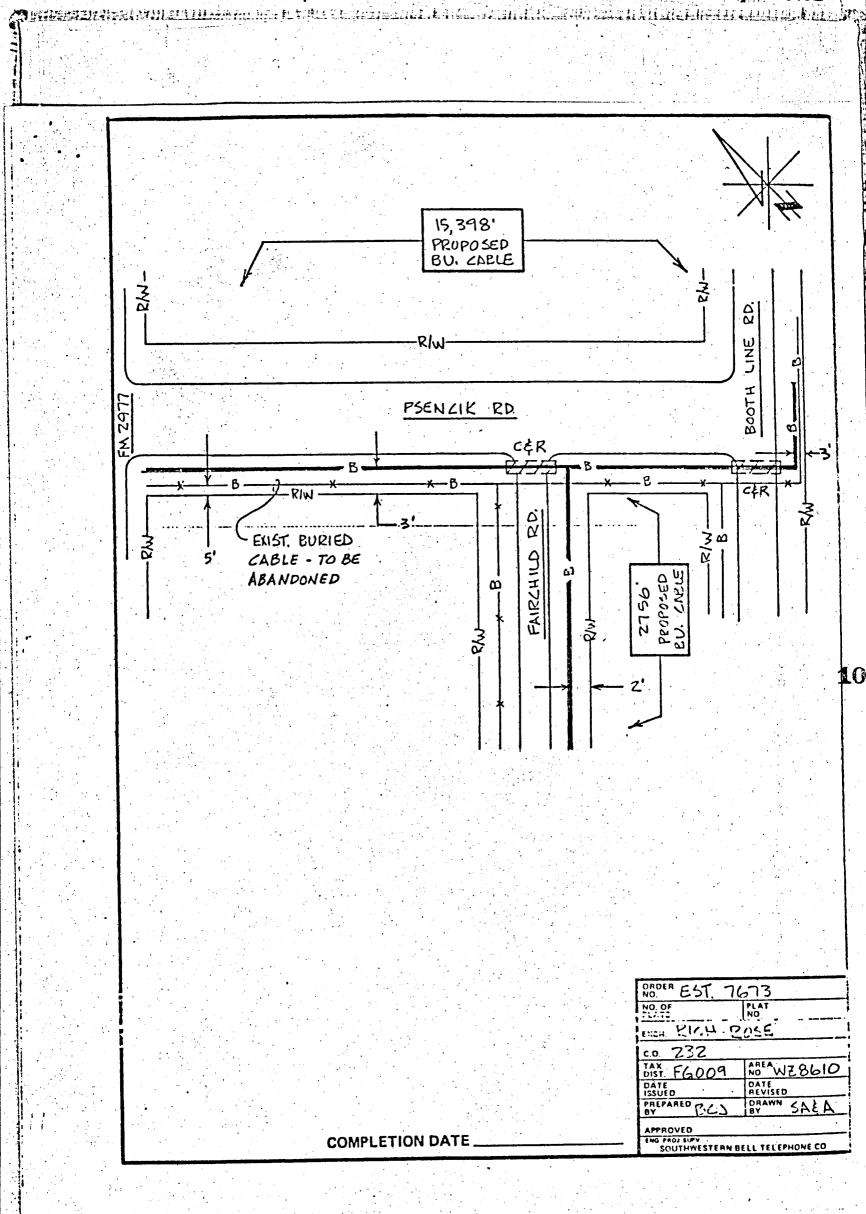


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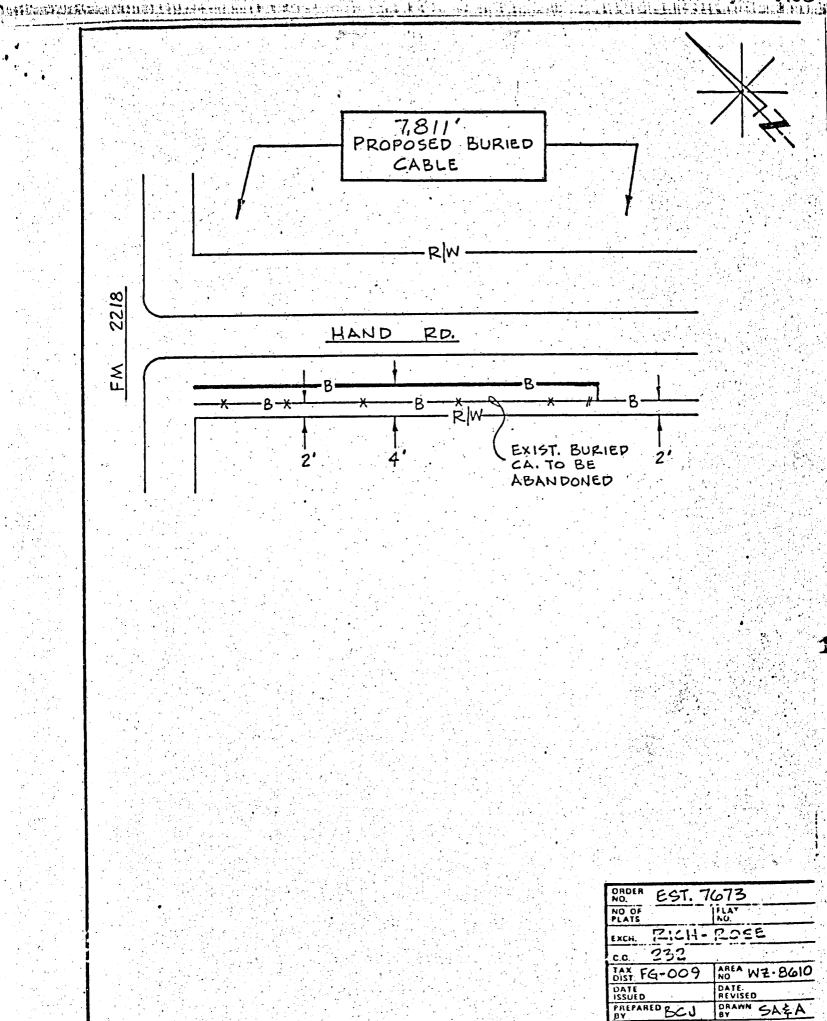




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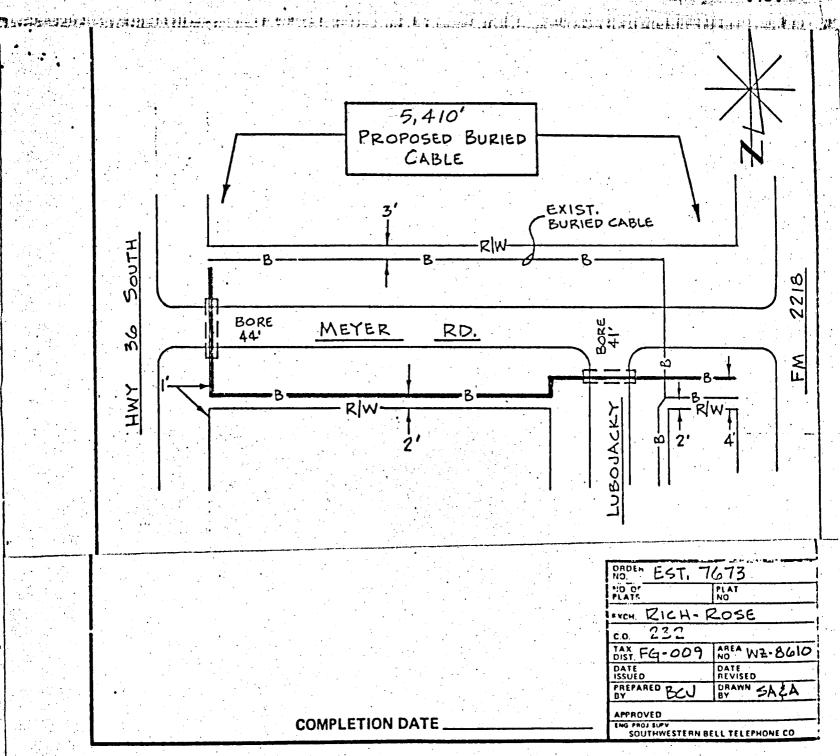


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COMPLETION DATE

ENG PROJEMY SOUTHWESTERN BELL TELEPHONE CO



RE: ACCEPT BID OF HYCO EQUIPMENT, INC. FOR 2 NEW WHEEL TYPE TRACTOR EQUIPPED WITH HYDRAULIC TYPE ROTARY MOWERS FOR PRECINCT #2:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to accept the bid of Hyco Equipment, Inc. for 2 new wheel type tractors equipped with hydraulic type mowers for precinct 2 in the amount of \$20,785.00 each.

W RE: APPOINT 1979 PRESIDING JUDGES AND ALTERNATE JUDGES FOR EACH VOTING PRECINCT:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court appointed 1979 Presiding Judges and Alternate Judges for each Voting Precinct as follows:

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28			1979 ELECTION JUDGES, POLLING PLACES	LACES & MAILING ADDRESSES	
7	Precinct	No.	Name	Polling Place	Mailing Addre
	R1chmond	H A	Mrs. Lena Blasdel, Presiding Judge Mrs. Mattie Lee Zeller, Alternate Judge	Courthouse, Richmond, Texas	P. O. Box 518, Richmon
	R1 chmond	1-8	J. T. Lundell, Presiding Judge Eugenia Broussard, Alternate Judge	Fort Bend County Main Library 1601 Liberty St., Richmond, Texas	1414 Travis St. Richmond, Texas 77469
	Kendleton	N	T. R. Jackson, Presiding Judge H. B. Johnson, Alternate Judge	Baptist Independent District Encampment, Kendleton, Texas	Rt. 1, Box 117 Beasley, Texas 77417
	Fresno- Arcola	·w	Mrs. Janet McClain, Presiding Judge	Fresno Fire Station Building Fresno, Texas	P. O. Box 1056 Fresno, Texas 77545
	Harlem	. +	Mrs. Alice Schumann, Presiding Judge George Bunting, Alternate Judge	Jester No. 1 Club House Harlem Road	P. O. Box 366 Sugar Land, Texas 7747
	Foster	ហ	Mrs. J. D. Parham, Presiding Judge Mrs. Rex J. Hannon, Alternate Judge	The Swinging Door Fm. 359 Richmond, Texas	Route 2, Box 39 Richmond, Texas 77+69
	Fulshear	σ.	Mrs. John B. Smart, Jr., Presiding Judge Mrs. C laude A. Pawlek, Alternate Judge	بن	7019 Oak Lane Fulshear, Texas 77441
	Booth	7	Johnnie Ragsdale, Presiding Judge Mrs. Rose M. Jaynes, Alternate Judge	Booth Mercantile Company Booth, Texas	Route 1, Box 445, Richmond, Texas 77469
	Orchard	œ	R. J. Schank, Presiding Judge Joe Niver, Alternate Judge	Orchard High School Building Orchard, Texas	Route 2, Box 51 Rosenberg, Texas 77471
	Sugar Creek	ý	Mrs. Eugenia B. Wadsworth, Presiding Judge Betty Streater, Alternate Judge	Sugar Creek Ala Carte Room, Country Club, Sugar Land, Texas	814 Chavey Chase Circle Sugar Land, Texas 77478
	Needville	р	Mrs. R. B. Drachenberg, Presiding Judge Jerry L. Kaderka, Alternate Judge	Old Fire Station Building Needville, Texas	P. O. Box 57 Needville, Texas 77461
	Sugar Land) 	Emmett Burns, Presiding Judge F. S. Mora, Alternate Judge	Sugar Land Community Center Sugar Land, Texas	610 So. Belknap St. Sugar Land, Texas 77478
	Rosenberg Vorth	12-A	Mrs. Faye Koteras, Presiding Judge Mrs. Reba Nicosia, Alternate Judge	Rose-Rich Shopping Center Rosenberg, Texas	1070 Sally Ann Drive Rosenberg, Texas 77471
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Meadows	Woodrow	North of Sugar Land	Simonton .	Fairchild	Chasewood	Guy	Beasley	Katy	Missouri City	Rosenberg	Rosenberg	Rosenberg (S/E)	Rosenberg (S/W)
22	27	20	19	18	17	. 16	15	14	۳.	12-E	12-ח	12-C	12-в
Bert Glaze, Presiding Judge Mrs. Bert Glaze, Alternate Judge	Louis Cummings, Jr. Presiding Judge Alvin Fink, Alternate Judge	Louis Milberger, Presiding Judge Mike Bell, Alternate Judge	Mrs. Elton King, Presiding Judge Lillian Steffens, Alternate Judge	Loretta Myska, Presiding Judge Patsy Nichols Alternate Judge	Ms. Gladys Waddy, Presiding Judge Jerry Gardner, Alternate Judge	Joe E. Mikeska, Presiding Judge Mrs. Jerry Bacica Alternate Judge	Sidney Pastor, Presiding Judge Mrs. Martin , Alternate Judge	Mrs. Harold Reeves, Presiding Judge Mrs. John Clapp, Alternate Judge	Manuel S. Silva Mrs. Mable Claire Butts, Alternate Judge	Mrs. Mary M. Becerra, Presiding Judge Ms. Adele Becerra, Alternate Judge	Mrs. Viola Senkel, Presiding Judge Mrs. Martha Ray, Alternate Judge	Mrs. Virginia Wiley, Presiding Judge Alternate Judge	Mrs. Zelma Koym, Presiding Judge Mrs. Bertha Nell Kelm, Alternate Judge
Community Center Meadows Subdivision	Old Schoolhouse Woodrow	Sugar Land Church of God Recreation Bldg., 1715 Eldridge Rd. Sugar Land	Simonton Civic Club Building Simonton, Texas	Fairchilds Gin Office Fairchilds, Texas	Briargate Townhouse Assoc.Club House Chasewood Dr. Missouri City,Texas	S.P.J.S.T. Lodge Hall Guy, Texas	Beasley School Auditorium Beasley, Texas	Johnson Lumber Company Building, Katy, Texas	Missouri City City Hall Missouri City, Texas	Jackson Elementary School, 301 3rd St. Rosenberg, Texas	City Hall '. Rosenbers, Texas	Travis School Building Rosenberg, Texas	Robert E. Lee School Building Rosenberg, Texas
11323 Dorrance Lane Stafford, Texas 77477	Route 1, Box 141 Needville, Texas 77461	13803 Lynwood Sugar Land, Texas 77478	Simonton, Texas 77476	Route 1, Box 108A Richmond, Texas 77469	15326 Ridingwood Missouri City, Texas 77459	P. O. Box 325 Guy, Texas 77444	Route 1 Beasley, Texas 77417	802 Dollins St. P. O. Box ? Katy, Texas 77450	927 Circle Bend Dr. Missouri City, Texas 77459	314 2nd Street Rosenberg, Texas 77471	1108 5th Street Rosenberg, Texas 77471	1717 Klavke St. Rosenberg, Texas 77471	1219 Mulcahy Street Rosenberg, Texas 77471

(1 22 (t à 15 a)	Luke missen skrist b. J.	ic (North 1984)	ku tipiika gii	e Note of	¶ ∲itiii.↓	Tage & Section		: (an kalis	A441.21	730
Absence	Townewest 32	Briargate 31	Venetian 29 Estates	Quail Valley 28-C (East)	Quail Valley 28-B	Quail Valley 28-A (West)	Stafford 27	Edgewood 26	Pleak 25	Randon 24	Ridgemont · 23
Bonnie Trilicek . Alternate Judge	McLaughlin Presiding Ju McLaughlin Alternate Jud	Ms. Merrily Owen, Presiding Judge Rich Turner Alternate Judge	Thomas E. Regner, Presiding Judge Mrs. Shirley Regner, Alternate Judge	Allen Peveto, Presiding Judge Jim Harper, Alternate Judge	'Lylia Marie Roberts, Presiding Judge (Joan Swaine Alternate Judge	Mrs. Paul McFarland; Presiding Judge Mary Townsend Alternate Judge	Tony Cangelosi, Presiding Judge Jerry Segers, Alternate Judge	Mrs. Betty D. Clay, Presiding Judge Mrs. Carmen Landers, Alternate Judge	Mrs. Shirley Davis, Presiding Judge Dan Krenek, Alternate Judge	J. E. Junker, Presiding Judge A. L. Stern, Alternate Judge	Skip Sapp, Presiding Judge Patsy Sapp Alternate Judge
Courthouse, Richmond, Texas	est Community Cer Old Town Ln. Sugar	Briargate Civic Club House 7002 Laughlin St. Wisconsi City Teyes 77459	Police Dept. Office, 123 Brooks St. Sugar Land, Texas	Meadow Creek Club House, Corner of LaQuiento & Cartwright Rd. Mo.City,Tx	Community Center, 2816 Cypress Point Missouri City, Texas	Quail Valley Elem. School, 3300 Quail Valley Dr. Missouri City, Tex.	City Hall, 2610 So. Main Street Stafford, Texas	Brazos Equipment Sales Co 414 East IWy 59, Richmond, Texas	American Legion Hall Highway 36, Pleak, Texas	V. F. W. Hall Rosenberg, Texas	מו טבל
Rosenberg, Texas 77471	1 Tonwbrook Landr I Land, Texas 7	6603 Rowell St. Missouri City, Texas 77457	222 Lombardy Sugar Land, Texas 77478	2810 Creekway Cr. Missouri City, Texas 77457	3070 LaQuinta Missouri City, Texas 77459	3610 La Costa Missouri City, Texas 77459	12606 Jebbia Lane Stafford, Texas 77477	810 Riveredge Drive Richmond, Texas 77469	Route 1, Box 604 Richmond, Texas 77469	3014 Avenue I Rosenberg, Texas 77471	5202 Ridgecreek Houston, Texas 77053

There being no further business, the court adjourned at 11:00 o'clock A.M.

adding 1988 and 1984

COUNTY JUDGE

ATTEST:

Fearl Ellett

COUNTY CLERK

SPECIAL SESSION

STATE OF TEXAS

COUNTY OF FORT BEND

BE IT REMEMBERED That on the 1st day of August, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct # 1

W. Lee Schmidt

Commissioner Precinct # 2

Tony Jebbia

Commissioner Precinct # 3

Ed. H. Helwig

Commissioner Precinct # 4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

44.00

A CONTRACTOR

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the Court approved the minutes of July 23, 1979 as corrected.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS.

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the following changes in Depository Pledge Contracts:

The First National Bank of Richmond, Texas to release \$300,000.00 U.S.

Treasury Bills due 7-23-79, receipt # 295735 to pledge \$300,000.00 U.S. Treasury

Bills due 1-20-82, receipt # 321577.

RE: OPEN BIDS FOR OFFICE BUILDING AND ADDITIONAL GROOMING AREA AT FARIGROUNDS.

On motion of Commissioner Tony Jebbia, seconded by Johnnie Pustka, and duly passed the Court approved the bid of Bass Construction Co. for (1) one new approximately 20' x 36' office building at the Fairgrounds and, (2) Addition of Grooming Area to existing washroom at Fairgrounds. (Recorded in minutes in full)

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WRE: ACCEPT BID FOR HEAVY DUTY BRUSH-CUTTING HEAD TO BE MOUNTED ON TERRAIN KING SLOPEMOWER.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt and duly passed, the Court approved the bid of Hyco Equipment, Inc. 7630 Hansen, Houston, Texas 77061 for a Heavy Duty Hydraulic Brush Cutting Head for mounting on Terrain King Slopemower for Precinct # 1. (Recorded in Minutes in full.)

Bass Construction

FOR: FORT BEND COUNTY

MONDAY, JULY 9, 1979 - 9:00 A.M.

OFFICE BUILDING AT FAIRGROUNDS

TO: FORT BEND COUNTY COMMISSIONERS' COURT RICHMOND, TEXAS 77469

GENTLEMEN:

THE UNDERSIGNED BIDDER will provide all necessary labor, superintendence, machinery, equipment, tools, services and other means of construction to complete all the work upon which he bids, as provided below, and binds himself on acceptance of his Proposal to execute a contract for performing and completing the said work within the time and price stated below.

1. One New Approximately 20' x 36' Office Building

Give complete specifications on building materials, foundation, etc., including brand names and quality on all items. The building must be built in accordance to the attached drawing.

Reinforced Conc. Slab; No. 2 & No. 3 Y.P. Framing; Std. Tin Siding; Metal Clad Outside Doors (Double 3° x 68 - 1 3/4 Storg. Door); 1/2" Ply.wd. Deck with Acrylic Latex Roof; Prefinish 1/4" V/G Paneling all interior walls (\$15.00/Sheet Allowance); 32" & 6" Insulation; 3" S.R. - Textured, painted, Ceilings; Two 4030HS Wds. W/Screen; 22 Ton Elect. Heat & Air; Std. Plumbing 20 1.f. of Sewer & Water Allowed. Hardware Fixtures: 170 S.F. Side Walks. Light Fixtures Allow - \$300.00 30 Elect. Outlets, Bath Allow - \$175.00 Painting Complete Main Stub Only 8 Panel 100 Amp Fan, 2 Tele. Outlets All Permits, fees & Insurances Vinyl Floor Allow = \$12.00/s.y.- Heated Area Only All Cabinets, Formica Top and Bath Mirror Bid Complete \$19.637.00 50 days Time of Completion after Bid is awarded

2. Addition of Grooming Area to existing washroom.

Give complete specifications on building materials, foundation, etc. This structure must be built in accordance to the attached drawing.

Bid complete

\$2876.00

Fort Bend County reserves the right to reject any and all bids and to waive all technicalities.

are considered and the model of the control of the

BASS CONSTRUCTION COMPANY, INC.

BY Nelson I. Bass, Jr.

ADDRESS 3014 Ave I, Suite 3

PHONE 342-2022

DATE 7-26-79

The state of the s

FOR: FORT BEND COUNTY

ONE HEAVY-DUTY HYDRAULIC BRUSH CUTTING HEAD FOR MOUNTING ON TERRAIN KING SLOPEMOWER

MONDAY, JULY 16, 1979 - 9:00

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	Houston	Hyco Equipme 7630 Hansen	FIRM
	Houston, Texas 77061	nt,	
	61	Inc.	
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		14,000	TIP SPEED
		ft. per minute	OF.
		Inute	BLADES
		Cutterh	OTHER 1
		Cutterhead Complete	INFORMATION
			Z
		\$2,806.00	BID PRICE
			শে :
		15 - 30 days	DELIVERY DATE
		зуs	Y DATE

BID FORM

FOR: FORT BEND COUNTY

MONDAY, JULY 16, 1979 - 9:00 A.M.

ONE HEAVY DUTY HYDRAULIC BRUSH CUTTING HEAD FOR MOUNTING ON TERRAIN KING SLOPEMOWER

	Cutter head width (min. 60")	60
2.	Motor speed with no load (min. 900 rpm)	900 RPM
3.	Tip speed of blades - 14,000 ft. per minute	14,000 ft. per minu
4.	Deck material	10 Guage
5.	Output shaft	1 31/32 inch
6.	Cutter blades	14 1/2 length, 5/8 thick 5 inch width
7.	Cutter to be complete with all necessary cylinders and adapters for mounting.	
8.	Other information and specifications:	
	Cutter head complete	
(XXX)	«xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
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	Bid Price	2,806.00
9.	Bid Price	
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9. XXXXX FORT WAIN	CXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	AND ALL BIDS AND TO
9. KXXXX FORT WAIN	BEND COUNTY RESERVES THE RIGHT TO REJECT ANY /E ALL TECHNICALITIES Delivery Date	AND ALL BIDS AND TO

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed the Court approved the 1978 Tax Roll with Commissioner Tony Jebbia's observation that all new growth may not be listed on the Tax Roll.

OTHER		Tas	7.5	INTANGIBLES: R.R.	ROLLING STOCK	RAILROAD ROADBED	TRANSMISSION LINES W	PIPELINES	BANKS	PERSONAL	PERSONAL	BOATS AND VESSELS	VEHICLES.	LIVESTOCK	TOWN LOTS	ACREAGE LAND	Control of the Contro	(1)		ASSE
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135.185.810	:									37,820,180						97,365,630	MINERALS			SUMMARY
2-495-030				1,019,650	er L	1,475,380											RAILROADS	VA	COUNTY FOR THE YEAR 19.	·
1-601-170									930,240						670,930		BANKS	VALUES	78	Richmond
015-707-310			1,049,380					30,210,700		12,481,900						48,965,330	OTILITIES HROLL		SHOW THE FOLLOWING SUMMARIES	TEXAS. Ju
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	COUNTY RATIO OF ASSESSMENT_	TOTAL	ATH	TERANS	AND					GRAND TOTAL	BACK ASSESSMENTS	TOTAL	MINERALS	יוורושנצ	BANKS	RAILROADS	UNRENDERED	RENDERED	PROPERTY OF	
	20%	2,569 8		323	2246 8	8	STATE	EXEMPTIONS		620, 187, 270			135,185,810	92,707,310	1.601.170	2,495,030		888, 197, 9 50	TOTAL	VALUES
		8,915,060 2		511,720	8,403.340 2	AVTUE		IONS	- -	620,187,270		<u> </u>	135,185,810	92,707,310	1,601,710	2,495,030		288, 197, 950	ALMOOD	
		2569 8,915,060		323 511,720	2246 0,402,340	NO. VALUE	COUNTY		ı	70 590,375,040			0 135.185.810	92,707,310	1,601,170	30 2,495,030	 	358, 385, 720	STATE	
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•	PACE AND A TOP AND AND AND AND AND AND AND AND AND AND	A section of the sect	sting property to me in the county, in and form as provided by law, in a propert column exposits the save the true and full market while are	eated to which this is prinched son d parsonal property subject to to a I have been able to according to	Fort Bend .comy		County of Fort Bend			5,272,690.79			1,149,085,16	788,012,52	13,609.95	21,207.79		3,300,775.33	COUNTY T	10 • 85¢
	THE BOTH COUNTY. TO THE TO THE TO THE THE THE THE THE THE THE THE THE THE	ty les, and the factings of the tabular parameter resumed are	punty, or caused the same to be low, and that the seasond value to several kinds and descriptions to a fill had to market value	had contain a correct and full list s to traction in Fort Bend	America Collector of	, · ·		•		1,360,085.66			6 297,408.05	201,647,46	3,522.57	3,245.83		854,261.75	Drainage	TAXES .22d
	A PROPERTY OF THE PROPERTY OF	ALD 18 79	and loss and blocks of the property, an so fer as we for tunes for the year 19 it had no market value, the	Hetty J. Hanzelka	tra assess collector for	of the Reveal Civil Statutes of 1925, I	Was the undersprint C	(Park		118,170.30			31,416.58	6,545,15	203.00	318.61		79,686.96	Wharton Co. Jr.College	9 5¢
•	Sold The State of the State of	to harher early that and the role for the year 19 second, and therefore, approved the the	hap been able to a		To and sound; that we say	1		Fort Bend		1,762,132.68			405.557.43	278,121,93	4,803.51	7,485.09		1,066,164.72	IRAFC	\$ 05
	COM. PRECINCT NO. 2 COM. PRECINCT NO. 2 COM. PRECINCT NO. 3 COM. PRECINCT NO. 4	August.		the approved managem by a second of Linear PDd	send the releases of	Character and the	Fort Bend	County, Texas		9,103,562.29			2,018,653.03	1,367,034.37	23,740.20	24,752.35		5,659,382,34	TOTAL TAX	
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RE: SOUTHWESTERN BELL TELEPHONE CO., re: REQUEST FOR PERMIT TO LAY BURRIED CABLE ALONG HIGHWAY 6 CROSSING KEEGANS BAYOU.

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie

Pustka, and duly passed, the Court approved the request of Southwestern Bell

Telephone Co. to lay burried cable along State Highway 6 crossing Keegans Bayou.

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE AND/OR CONDUIT

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this the 17th day of July, 19 79, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads right-of-way in Fort Bend County for the purposes of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

of Telephone Service to citizens generally living in the area traversed.

Beginning at a point in the west right-of-way of State Highway 6, said point being 1073' south of Bissonnet. Thence, in a southerly direction, parallel and adjacent to the west right-of-way of State Highway 6 and crossing the Future Keegans Bayou and the Future Fort Bend County Flood Control District Ditch a distance of 1074'.

The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deeping of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

The undersigned further agrees to obey all rules of the County Commissioners and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said cable and/or conduit.

The undersigned representative of said company has full authority to bind said Company hereto.

CHARLES TO THE THE TENTON OF THE PROPERTY OF T

TEL. CO. LOG NO. Sunset * 41

SOUTHWESTERN BELL TELEPHONE COMPANY,
TELEPHONE NO: 527-9957 1 0

TITLE: Project Engineer Conduit District

ADDRESS: 3317 Montrose, Room 220B

Houston, Texas 77006
Approved As To Form

ppmyed As To For Legal Dept. Houston Area

W

PERMIT

IN THE COMMISSIONERS' COURT -----FORT BEND COUNTY, TEXAS

day of Mug on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

BY: Sounty JUDGE Stavenosta

RE: RESOLUTION

Resolution by the Commissioners' Court for Fort Bend County, Texas to urge the Governor of the State of Texas to include restoration of the appropriation of \$7,376,374 for County lateral roads in a call for a special session of the Texas Legislature so that the funds necessary to Fort Bend county under such Fund may be allocated, was approved by Commissioners previously.

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KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, the Governor for the State of Texas has heretofore vetoed \$7,376,374 of the County Lateral Road Fund; and

WHEREAS, Fort Bend County has numerous roads to which needed repairs can not be made absent these funds; and

WHEREAS, the Lateral Road Fund can not be used for any other purpose as presently set out by law other than for use by all counties in the State of Texas; and

WHEREAS, the Governor for the State of Texas has indicated a willingness to call a special session of the Texas Legislature;

NOW THEREFORE, BE IT RESOLVED, that the Commissioner's Court for Fort Bend County Texas urge the Governor for the State of Texas to include restoration of the appropriation of \$7,376,374 for county lateral roads in a call for a special session of the Texas Legislature so that the funds necessary to Fort Bend County under such Fund may be allocated.

Signed and entered this the 3/ day of July, 1979.

Attest:

County Clerk
By Nous Walf

Commissioner Pct.#1

ommissioner Pct.#2

Commissioner

Commissioner Pc#

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8 RE: APPROVAL OF BILLS.

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All Accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' Office, as approved by the Commissioners' Court in person in August (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed and approved.

There being no further business the Court adjourned at 5:00 O'Clock P.M.

County Judge

Attest:

County Clerk

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 6th day of August, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit

RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Special Session of August 1, 1979.

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

RE: OPEN BIDS ON 1 OR MORE NEW MOTOR GRADER:

Bids were opened on 1 or more new Motor Grader. Bids will be studied and accepted at another court meeting.

RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR SALE OF USED SHREDDER FROM PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to advertise for bids for sale of used Shredder from Precinct #1.

RE: AUTHORIZE TO AMEND BUDGET FOR CONSTABLE PRECINCT #2:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to amend the budget for Constable Precinct #2 in the amount of \$800.00 to cover expenses incurred. To be paid out of the Emergency General Fund.

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the allocation of \$9,000.00 left in the Planned Use E.P.10 Revenue Sharing Fund to Fort Bend County Planning and Service Organization and the allocation of \$1,250.00 quarterly allotment out of Planned Use E.P. 10 Revenue Sharing Fund to the Fort Bend County Alcoholism.

7 RE: ABANDONMENT OF RAILROAD RIGHT-OF-WAY OF TEXAS WESTERN NARROW GAUGE RAILWAY COMPANY:

David Frishman talked to the court about the abandonment of railroad right-of-way of Texas Western Narrow Gauge Railway Company. After various discussion the Assistant Districty Attorney asked the court to delay action on the abandonment until they could ascertain the actual facts of the proceedings. This will be taken up at another court meeting, after Mr. David Frishman and Mr. Marvin Smith have discussed this with the District Attorneys' office.

RE: MR. BOB ANDREWS, RICHMWOOD DEVELOPMENT COMPANY - FINAL PLAT APPROVAL FOR RIVERWOOD VILLAGE:

The court postponed action on the approval of plat of Riverwood Village until revision of the papers are made. To be acted on at another court meeting.

RE: MR. PINK LOGAN - SEPTIC TAN REGULATIONS:

Mr. Pink Logan discussed with the court his problem with his personal septic tank. He made a suggestion that the county draw up an ordinance on Septic Tank regulations.

10 RE: INSPECTION OF THE COURT HOUSE ANNEX:

The Commissioners' Court made a inspection tour of the Court HOuse Annex.

No action taken on the acceptance of same at this time.

There being no further business, the court adjourned at 1:10 o'clock P.M.

ATTEST:

COUNTY CLERK

REGULAR SESSION:

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 13th day of August, 1979, the Commissioners Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Special Session of August 6, 1979.

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

RE: CONSIDER HOUSE BILL 1811 RELATING TO INCREASE IN PAY FOR PETIT AND GRAND JURORS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court ordered to comply with House Bill 1811 to comply with the minimum rate of \$6.00 per day for petit jurors, starting August 27, 1979.

HRE: AUTHORIZE TO AMEND THE BUDGET OF JUSTICE OF PEACE CARL B. BENTLEY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to amend the budget of Justice of Peace Carl B. Bentley in the amount of \$3600.00 for supplies already purchased and for supplies and travel for the remainder of 1979. This to be paid for out of the Emergency General Fund.

5 RE: ACCEPT BID OF MUSTANG TRACTOR EQUIPMENT COMPANY FOR ONE MOTOR GRADER FOR PRECINCT #2:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig and duly passed, the court authorized to accept the bid of Mustang Tractor and Equipment Company for one Motor Grader with the extra equipment for Precinct #2, in the amount of \$52, 744.00. Net bid after trade-in of \$8,350.00 being \$46,334.00. Bid form as follows

> . . . 7 ...

RE: REVIEW AND ACCEPT REPORTS SUBMITTED BY FEE OFFICER:

The Court reviewed and accepted the following reports submitted by the fee officers.

FEE OFFICER'S REPORTS COMMISSIONER'S COURT JULY REPORT 1979

COUNTY HIDEE	\$	294.50
COUNTY JUDGE COUNTY CLERK (FEES:\$38,119.75)(LAW LIBRARY:\$ 44.00	. •	
	' / 4	000.00
TAX ASSESSOR COLLECTOR NO REPORT	. \¢	
DISTRICT CLERK (FEES:\$ 8,388.50)(LAW LIBRARY:\$ 705.00		9,093.50
DISTRICT ATTORNEY	\$	1,454.00
CHILD SUPPORT	\$	480.00
ADULT PROBATION (ALL FEES PAID TO DISTRICT OFFICE)	\$ (6,235.00)* *
JUSTICE OF THE PEACE PRECINCT # ONE (\$ 15,049.56)	10
CIVIL AND SMALL CLAIMS (\$ 10.00)\$	15.059.56
JUSTICE OF THE PEACE PRECINCT # TWO (\$ 8,341.50)	
CIVIL AND SMALL CLAIMS (\$ 38.00)\$	8.379.50
JUSTICE OF THE PEACE PRECINCT # THREE (\$ 5,639.42	,)	
CIVIL AND SMALL CLAIMS (\$ 257.00)\$	5,896.42
JUSTICE OF THE PEACE PRECINCT # FOUR (\$ 5,532.02)	
)\$	5,532.02
ALL JUSTICE OF THE PEACE OFFICES		
GRAND TOTAL FOR THIS MONTH (\$ 34,867.50)	
CONSTABLE PRECINCT # ONE (\$4,003.50)	\$.	804.00
CONSTABLE PRECINCT # TWO	\$	158.00
CONSTABLE PRECINCT # THREE	\$	428.00
CONSTABLE PRECINCT # FOUR	\$	96.00
GRAND TOTAL ALL CONSTABLES FOR THE MONTH (\$ 1,486.00)	
SHERIFF	\$	6,473.01
HEALTH AND SANITATION	\$	62.00
AMRIII ANCE	\$	5,027.00
ANIMAL CONTROL (10 Declifeit)	\$	65.00
ANIMAL CONTROL SANITARY LANDFILL NO REPORT 29, 335 50	\$	000.00
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RE: ORDER DECLARING INCORPORATION OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS:

On motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the canvassing of election of Incorporation of the Village of Pleak and Order declaring Incorporation of the Village of Pleak, Fort Bend County, Texas, as follows:

THE STATE OF TEXAS
COUNTY OF FORT BEND

ORDER DECLARING INCORPORATION OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS

BE IT REMEMBERED, that on the 13th day of August, 1979, came on to be canvassed and considered the returns of an election held on the 11th day of August, 1979, in the Pleak Incorporation Election Precinct at its polling place, being Krenek's Ag-Supply Co. located in the Village of Pleak, Fort Bend County, Texas, said election being upon the proposition and question of the proposed incorporation of the said Village of Pleak, submitted to a vote of the duly qualified electors thereof pursuant to an Election Order on Question of Incorporation of the Village of Pleak, Fort Bend County, Texas, signed by the County Judge on April 3, 1979, and a Writ and Notice of said election both signed by the County Judge on June 1, 1979.

It appearing that said election was in all respects legally held pursuant to due notice thereof given in the manner and for the length of time as provided by law; that said returns thereof, bearing date of August 11, 1979, were duly and legally made and delivered to the County Judge on the 13th day of August, 1979; and that there were cast at said election _____/37_ valid and legal votes, of which number there were cast:

CORPORATION:

87 votes

NO CORPORATION:

50 votes

IT IS ACCORDINGLY FOUND, DECLARED SO ORDERED that a majority of the votes cast at said election were cast in favor of incorporation and that therefore the inhabitants of the Village of Pleak, Fort Bend County, Texas, are legally and validly incorporated within the boundaries thereof, which boundaries are designated in Exhibit "A" hereto attached and by this reference made a part hereof for all purposes.

IT IS FURTHER ORDERED that this Order Declaring Incorporation of the Village of Pleak, Fort Bend County, Texas, be duly entered forthwith upon the records of the Commissioners Court of Fort Bend County, Texas, and that thereupon a certified copy of such entry, together with the plat of the Village of Pleak, Fort Bend County, Texas, be duly recorded in the proper record

SIGNED and ENTERED this 137 day of August, 1979.

THE PROPERTY OF THE PROPERTY O

JODIE E. STAVINOHA,
COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

FIELD NOTES FOR A 1263.5904 ACRE TRACT OF LAND, BEING A PART OF THE R. S. DAWSON SURVEY, ABSTRACT 675, THE F. GOTH SURVEY, ABSTRACT 514, I. & G. N. R.R. COMPANY SURVEY, ABSTRACT 269, H. & T. C. R.R. COMPANY SURVEY SECTION 93 1/2, ABSTRACT 579, THE C. B. STEWART SURVEY, ABSTRACT 90, THE GEORGE H. SCHLEY SURVEY, ABSTRACT 391, THE B. B. B. & C. R.R. COMPANY SURVEY, ABSTRACT 131, THE A. J. JAMES SURVEY, ABSTRACT 37, THE JESSE THOMPSON LABOR, ABSTRACT 334, AND THE G. S. PENTECOST LABOR, ABSTRACT 298, FORT BEND COUNTY, TEXAS.

BEGINNING at a point in the centerline of Gerken Road, said point being in the Northeast line of the F. Goth Survey, Abstract 514, same being the Southwest line of the C. B. Stewart Survey, Abstract 90, said point also being the North corner of Big Creek Rural Estates Subdivision recorded in Volume 7, Page 5 of the Fort Bend County Map Records, said point also being located South 45 degrees East 476 feet from the West corner of the C. B. Stewart Survey;

THENCE North 45 degrees East, 500 feet to a point;

THENCE South 45 degrees East, 965.13 feet to a point, said point being 500 feet West of and at right angles to the centerline of State Highway 36;

THENCE North 21 degrees 48 minutes 14 seconds East along a line being 500 feet West of and parallel to the centerline of State Highway 36, 5810.40 feet to a point;

THENCE North 45 degrees West, at 2684.94 feet pass the South corner of a certain 40.467 Acre Tract of land described in deed recorded in Volume 454, Page 196, Fort Bend County Deed Records, same being the East corner of a certain called 83 Acre Tract recorded in Volume 222, Page 511, same being in the Northwest line of a certain called 200.2 Acre Tract recorded in Volume 56, Page 4, and continuing for a total distance of 5764.94 feet to a point, said point being 500 feet Southeast of and at right angles to the Northwest line of the A. J. James Survey, Abstract 37, same being the Southeast line of the G. S. Pentecost Labor, Abstract 298;

FIELD NOTES - 1263.5904 Acre Tract (Cont'd.)

Page 2

THENCE South 45 degrees West along a line being 500 feet Southeast of and parallel to the Northwest line of the A. J. James Survey, same being the Southeast line of the G. S. Pentecost Labor and the Jesse Thompson Labor, 3172.70 feet to a point;

THENCE North 45 degrees West, at 500 feet pass the South corner of the Jesse Thompson Labor, same being a reentry corner to the A. J. James Survey, and continuing for a total distance of 1346.96 feet to a point, said point being in the Easterly Right-of-Way line of the G. H. & S. A. R.R. Company Right-of-Way;

THENCE North 08 degrees 38 minutes 55 seconds East along the Easterly Right-of-Way line of said railroad, at 63.16 feet pass the Southwest corner of a certain 33.3947 Acre Tract of land being of record in Volume 625, Page 357, Fort Bend County Deed Records, and continuing for a total distance of 907.64 feet to a point, said point being the most Westerly corner of the said 33.3947 Acre Tract;

THENCE North 45 degrees East along the Northwest line of said 33.3947 Acre Tract, 2060.18 feet to a point in the Northeast line of the Jesse Thompson Labor, same being the Southwest line of the G. S. Pentecost Labor, said point also being in the Southwest line of a 15.00 Acre Tract of land described as Tract 1 in deed recorded in Volume 440, Page 276, Fort Bend County Deed Records;

THENCE North 45 degrees West along the common line of the Jesse Thompson Labor and the G. S. Pentecost Labor, same being the Southwest line of the aforementioned 15.00 Acre Tract, 504.52 feet to a point;

THENCE North 45 degrees East, 238.58 feet to a point in the Northeast line of a certain called 9.208 Acre Tract described in deed recorded in Volume 476, Page 604, Fort Bend County Deed Records, same being the Southwest line of a certain 14.576 Acre Tract recorded in Volume 458, Page 43, Fort Bend County Deed Records;

THENCE South 45 degrees East along said line, 400 feet to a point, said point being the South corner of the aforementioned 14.576 Acre Tract, and being a reentry corner to the aforementioned Tract 1 recorded in Volume 440. Page 276:

FIELD NOTES - 1263.5904 Acre Tract (Cont'd.)

Page 3

THENCE North 45 degrees 20 minutes 50 seconds East along the Northwest line of Tracts 1, 2, 3 and 6 of the aforementioned Volume 440, Page 276, Fort Bend County Deed Records, 1853.15 feet to a point, said point being the Northerly corner of Tract 6, a 9.583 Acre Tract of land, same being the West corner of adjoining Tract 4-A, a 5.146 Acre Tract of record in Volume 440, Page 276, Fort Bend County Deed Records;

THENCE South 44 degrees 28 minutes 30 seconds East along the common line of Tract 6 and Tract 4-A, 1484.44 feet to a point in the Southeast line of the G. S. Pentecost Labor, same being the Northwest line of the B. B. & C. R.R. Company Survey, Abstract 331, said point being the East corner of the aforementioned Tract 6 and the South corner of the aforementioned Tract 4-A as located in the centerline of Band Road;

THENCE South 45 degrees 22 minutes 10 seconds West along the Southcast line of the G. S. Pentecost Labor as located in Band Road, same being the Southeast line of Tracts 6, 3 and 5 of Volume 440, Page 276, 716.68 feet to a point;

THENCE South 45 degrees East, 5676.42 feet to a point in the West Right-of-Way line of State Highway 36;

THENCE South 89 degrees 21 minutes East, at 100 feet pass the East Right-of-Way line of State Highway 36, same being the Northwest corner of a certain 4.243 Acre Tract of land recorded in Volume 328, Page 496, Fort Bend County Deed Records, and continuing for a total distance of 1109.04 feet to a point in the Southeast line of the B. B. B. & C. R.R. Company Survey, Abstract 331, same being the Northwest line of the George H. Schley Survey, Abstract 391;

THENCE North 45 degrees East along the common line of the B. B. & C. R.R. Company Survey and the George H. Schley Survey, 3224.30 feet to a point;

THENCE South 45 degrees East, at 641.40 feet pass the North corner of a certain 90 Acre Trace of land recorded in Volume 250, Page 174, Fort Bend County Deed Records, and continuing for a total distance of 1671.40 feet to a point in Hand Road, said point being the East corner of a certain 1.00 Acre Tract of land described in deed recorded in Volume 473, Page 292, Fort Bend County Deed Records;

THENCE South 45 degrees West, 1461.50 feet to a point in the Southwest line of the aforementioned 90 Acre Tract, same being the Northeast line of a certain adjoining 90 Acre Tract described in deed recorded in Volume 240, Page 119, Fort Bend County Deed Records;

THENCE South 45 degrees East along the Southwest line of the first mentioned 90 Acre Tract, same being the Northeast line of the second mentioned 90 Acre Tract, 126.37 feet to a point;

THENCE South 45 degrees 00 minutes 36 seconds West, 3340.60 feet to a point in the Southeast line of a certain 46.1157 Acre Tract described in Volume 663, Page 504, Fort Bend County Deed Records, same being the Northwest line of a certain Tract 1, called 22.936 acres, recorded in Volume 465, Page 380, Fort Bend County Deed Records;

THENCE South 45 degrees East, 2698.24 feet to a point in the Southeast line of Tract 5, a 22.936 Acre Tract described in Volume 465, Page 380, Fort Bend County Deed Records;

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THENCE South 45 degrees 10 minutes 20 seconds West along said Southeast line, 500 feet to a point in the center of Pleak Road, same being the South corner of the aforementioned Tract 5, same being in the Northeast line of a certain 1 Acre Tract of land described in deed recorded in Volume 473, Page 185, Fort Bend County Deed Records;

THENCE South 45 degrees East along the Northeast line of the aforementioned 1 Acre Tract as located in Pleak Road, 47.59 feet to a point, said point being the East corner of said 1 Acre Tract;

THENCE South 45 degrees East, 500 feet to a point, said point being 500 feet Southwest of and at right angles to the centerline of Pleak Road;

THENCE North 45 degrees West along a line being 500 feet Southwest of and parallel to the centerline of Pleak Road, 3307.13 feet to a point, said point being 500 feet East of and at right angles to the centerline of State Highway 36;

THENCE South 21 degrees 48 minutes 14 seconds West along a line being 500 feet East of and parallel to the centerline of State Highway 36, 4915.45 feet to a point;

FIELD NOTES - 1263.5904 Acre Tract (Cont'd.)

Page 5

THENCE South 45 degrees East, 587.48 feet to a point, said point being in the Northwest line of a certain 150.237 Acre Tract described in deed recorded in Volume 536, Page 459, same being the Southeast line of a certain 262.72 Acre Tract described in deed recorded in Volume 173, Page 33, Fort Bend County Deed Records;

THENCE North 45 degrees 05 minutes East along the common line of said 150.237 Acre Tract and the aforementioned adjoining 262.72 Acre Tract, 1654.04 feet to a point, said point being the North corner of the aforementioned 150.237 Acre Tract and the most Westerly corner of a certain 98.312 Acre Tract described in deed recorded in Volume 566, Page 305, Fort Bend County Deed Records;

THENCE North 44 degrees 55 minutes 30 seconds East along the most Westerly Northwest line of the aforementioned 98.312 Acre Tract, same being the Southeast line of the aforementioned 262.72 Acre Tract, 1526.00 feet to a point, said point being the most Westerly North corner of said 98.312 Acre Tract, said point also being located in the Southwest line of a certain 159 Acre Tract described in deed recorded in Volume 384, Page 319, Fort Bend County Deed Records;

THENCE South 45 degrees East along the common line of the said 98.312 Acre Tract and the aforementioned adjoining 159 Acre Tract, at 2022.7 feet pass a reentry corner to the said 98.312 Acre Tract, and continuing for a total distance of 3048.69 feet to a point in the Southeast line of said 98.312 Acre Tract, same being the Southeast line of the C. B. Stewart Survey, Abstract 90, same being the Northwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 44 degrees 33 minutes 40 seconds West along the Southeast line of said 98.312 Acre Tract, same being the common line of the C. B. Stewart Survey and the Asa Wickson Survey, at 771.12 feet pass the South corner of said 98.312 Acre Tract, same being the East corner of a certain adjoining 52.95 Acre Tract described in deed recorded in Volume 566, Page 300, Fort Bend County Deed Records, and continuing for a total distance of 1541.00 feet to a point being the South corner of said 52.95 Acre Tract, same being the East corner of the aforementioned 150.237 Acre Tract described in Volume 536, Page 459, Fort Bend County Deed Records;

Page 6

THENCE South 45 degrees 18 minutes West along the Southeast line of said 150.237 Acre Tract, same being the common line of the C. B. Stewart Survey and the Asa Wickson Survey and the H. & T. C. R.R. Company Survey Section 67 1/2, Abstract 578, 2141.16 feet to a point, said point being the South corner of said 150.237 Acre Tract, said point also being the South corner of the C. B. Stewart Survey and a reentry corner of the H. & T. C. R.R. Company Survey Section 67 1/2;

THENCE North 44 degrees 57 minutes 40 seconds West along the Southwest line of said 150.237 Acre Tract, same being the common line of the C. B. Stewart Survey and the H. & T. C. R.R. Company Survey Section 67 1/2, and the H. & T. C. R.R. Company Survey Section 93 1/2, Abstract 579, 3053.95 feet to a point on said line, said point being the West corner of the aforementioned 150.237 Acre Tract, said point also being in the Northeast line of a certain adjoining 47.02 Acre Tract described in deed recorded in Volume 535, Page 171, Fort Bend County Deed Records, said point also being the South corner of the aforementioned 262.72 Acre Tract described in Volume 173, Page 33, Fort Bend County Deed Records;

THENCE North 45 degrees West along the common line of the said 262.72 Acre Tract and the aforementioned 47.02 Acre Tract, 57.71 feet to a point;

THENCE South 45 degrees West, 861.20 feet to a point in the Southwest line of said 47.02

Acre Tract, same being the Northeast line of a certain 59.77 Acre Tract described in Volume

278, Page 623, Fort Bend County Deed Records, said point also being the East corner of a

certain 2.52 Acre Tract described in Volume 455, Page 154, Fort Bend County Deed Records,

said 2.52 Acre Tract being a part of the aforementioned 59.77 acres;

THENCE South 45 degrees 35 minutes West along the Southeast line of said 2.52 Acre Tract and the Southeast line of a certain adjoining 2.25 Acre Tract described in Volume 530, Page 599, Fort Bend County Deed Records, 934.60 feet to a point in the center of a road, said point being the South corner of the aforementioned 2.25 Acre Tract, said point also being located in the Southwest line of the H. & T. C. R.R. Company Survey Section 93 1/1, Abstract 579, and in the Northeast line of the I. & G. N. R.R. Company Survey, Abstract 269;

THENCE North 45 degrees West along the common line of the H. & T. C. R.R. Company Survey Section 93 1/2 and the I. & G. N. R.R. Company Survey, same being the Southwest line of the

Page 7

aforementioned 59.77 Acre Tract, 1336.60 feet to a point, said point being the East corner of a certain 118.25 Acre Tract described in Volume 516, Page 732, Fort Bend County Deed Records, said point also being located in the Southwest line of a certain 10.185 Acre Tract described in Volume 493, Page 401, Fort Bend County Deed Records;

THENCE South 45 degrees West along the Southeast line of said 118.25 Acre Tract, 3042.07 feet to a point;

THENCE North 45 degrees West, at 710 feet pass the Northwest line of the I. & G. N. R.R.

Company Survey, same being the South corner of the R. S. Dawson Survey, Abstract 675, and the East corner of the L. Fenske Survey, Abstract 677, said point also being the South corner of a certain 60 Acre Tract described in Volume 234, Page 6, Fort Bend County Deed Records, and the East corner of a certain 34.3 Acre Tract described in Volume 187, Page 125, Fort Bend County Deed Records, and continuing for a total distance of 2515.55 feet to a point in the centerline of Lemke Road, said point being the West corner of the R. S.

Dawson Survey, the North corner of the L. Fenske Survey, and being located in the Southeast line of the Wm. Leech Survey, Abstract 281, said point also being the West corner of the aforementioned 60 Acre Tract and the North corner of the aforementioned 34.3 Acre Tract;

THENCE North 45 degrees East along the common line of the R. S. Dawson Survey and the Wm. Leech Survey as located in Lemke Road, same being the Northwest line of the aforementioned 60 Acre Tract, 1447.36 feet to a point, said point being the North corner of the 60 Acre Tract, same being the West corner of a certain 59.82 Acre Tract described in Volume 237, Page 137, Fort Bend County Deed Records;

THENCE South 45 degrees East along the common line of the aforementioned 60 Acre Tract and the adjoining 59.82 Acre Tract, 1805.55 feet to a point in the Southeast line of the R. S. Dawson Survey, same being the Northwest line of the I. & G. N. R.R. Company Survey, said point also being the East corner of the aforementioned 60 Acre Tract and the South corner of the aforementioned adjoining 59.82 Acre Tract, said point also being located in the Northwest line of the aforementioned 118.25 Acre Tract;

THENCE North 45 degrees East along the common line of the aforementioned 59.82 Acre Tract and the adjoining 118.25 Acre Tract, 1443.20 feet to a point, said point being the East

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Page 8

corner of the R. S. Dawson Survey and the East corner of the 59.82 Acre Tract, same being the South corner of Lot 20 of Block C, Big Creek Rural Estates Section I as recorded in Volume 7, Page 5, Fort Bend County Map Records;

THENCE North 45 degrees West along the Southwest line of Lot 20, Block C, same being the Northeast line of the R. S. Dawson Survey and the Southwest line of the F. Goth Survey, Abstract 514, same being the Northeast line of the aforementioned 59.82 Acre Tract, 521.00 feet to a point, said point being the West corner of Lot 20, Block C of Big Creek Rural Estates;

THENCE North 44 degrees 57 minutes 24 seconds East along the Northwest line of Block C of Big Creek Rural Estates, 1947.26 feet to the Place of BEGINNING and containing 1263.5904 acres of land, more or less.

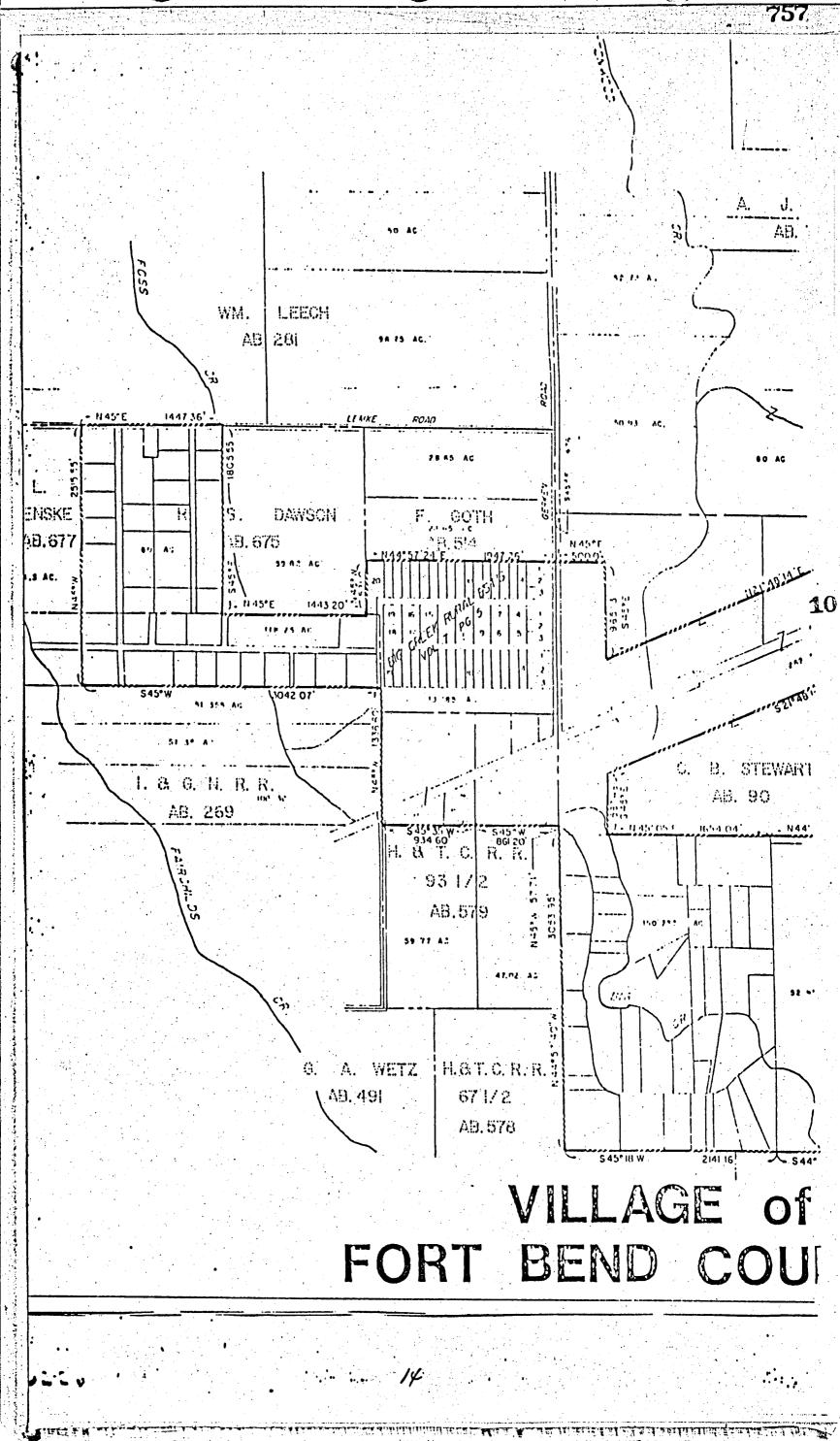
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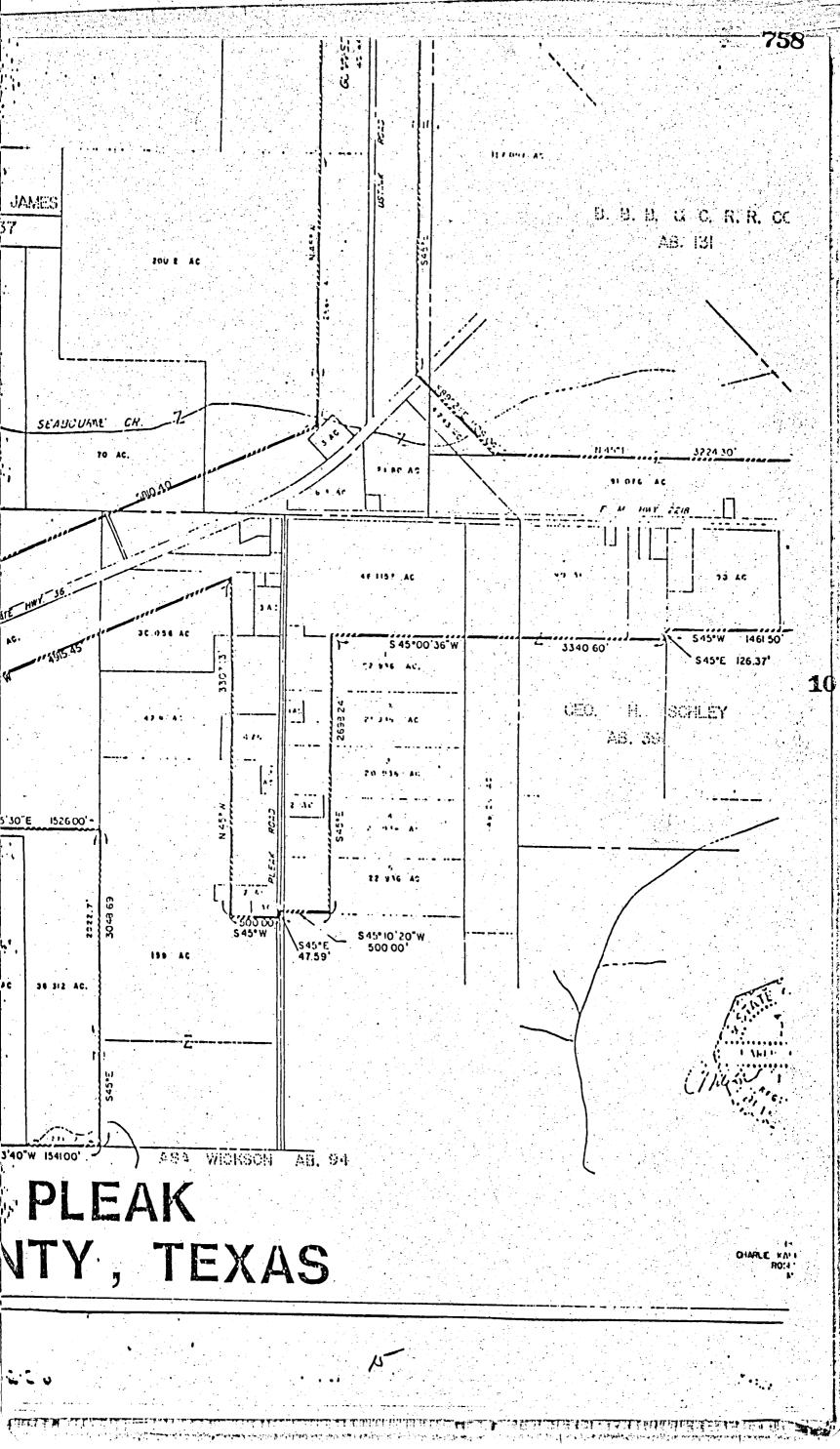
Charlie Kalkomey, RPS
Texas Registration No. 1399

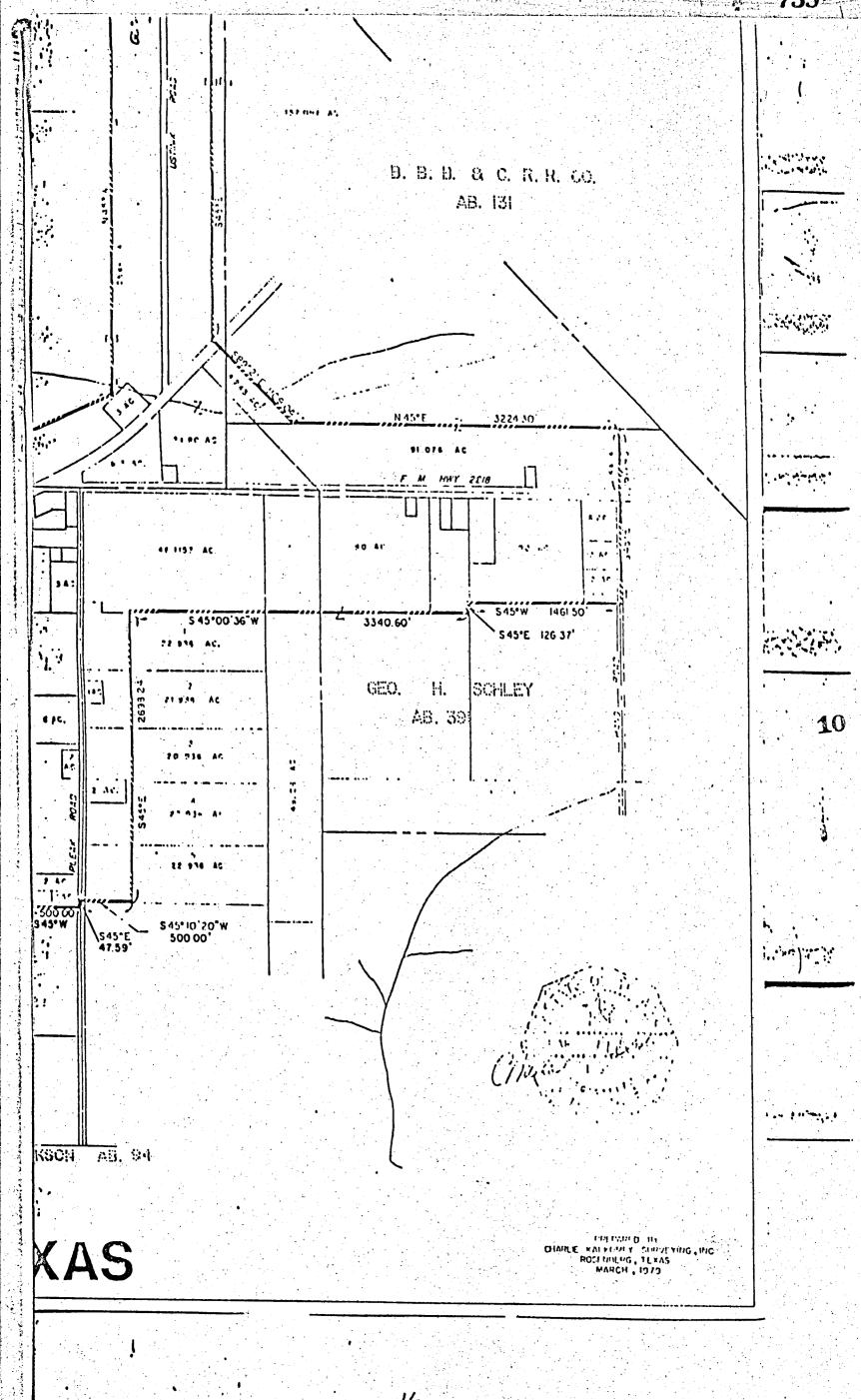
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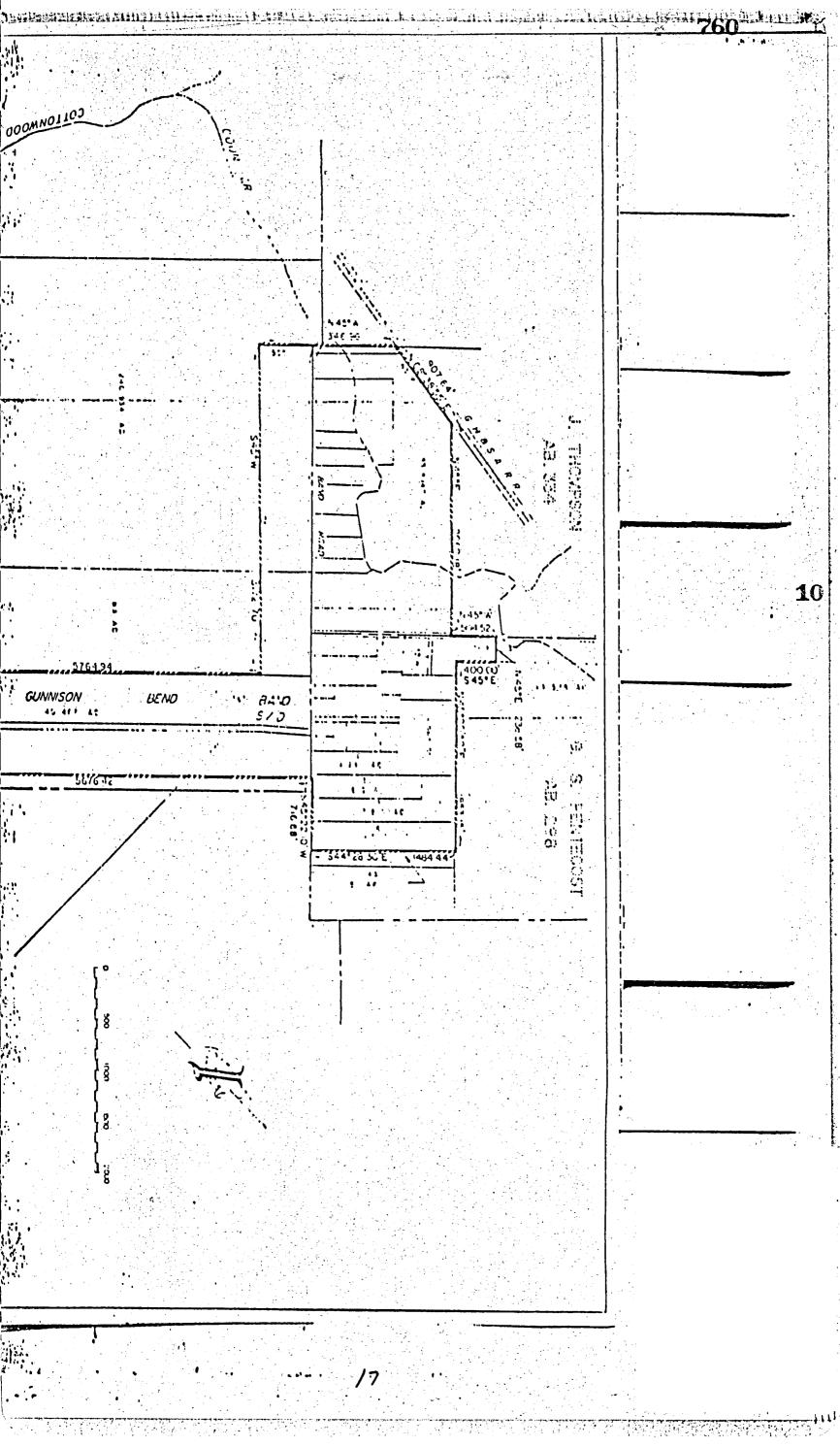


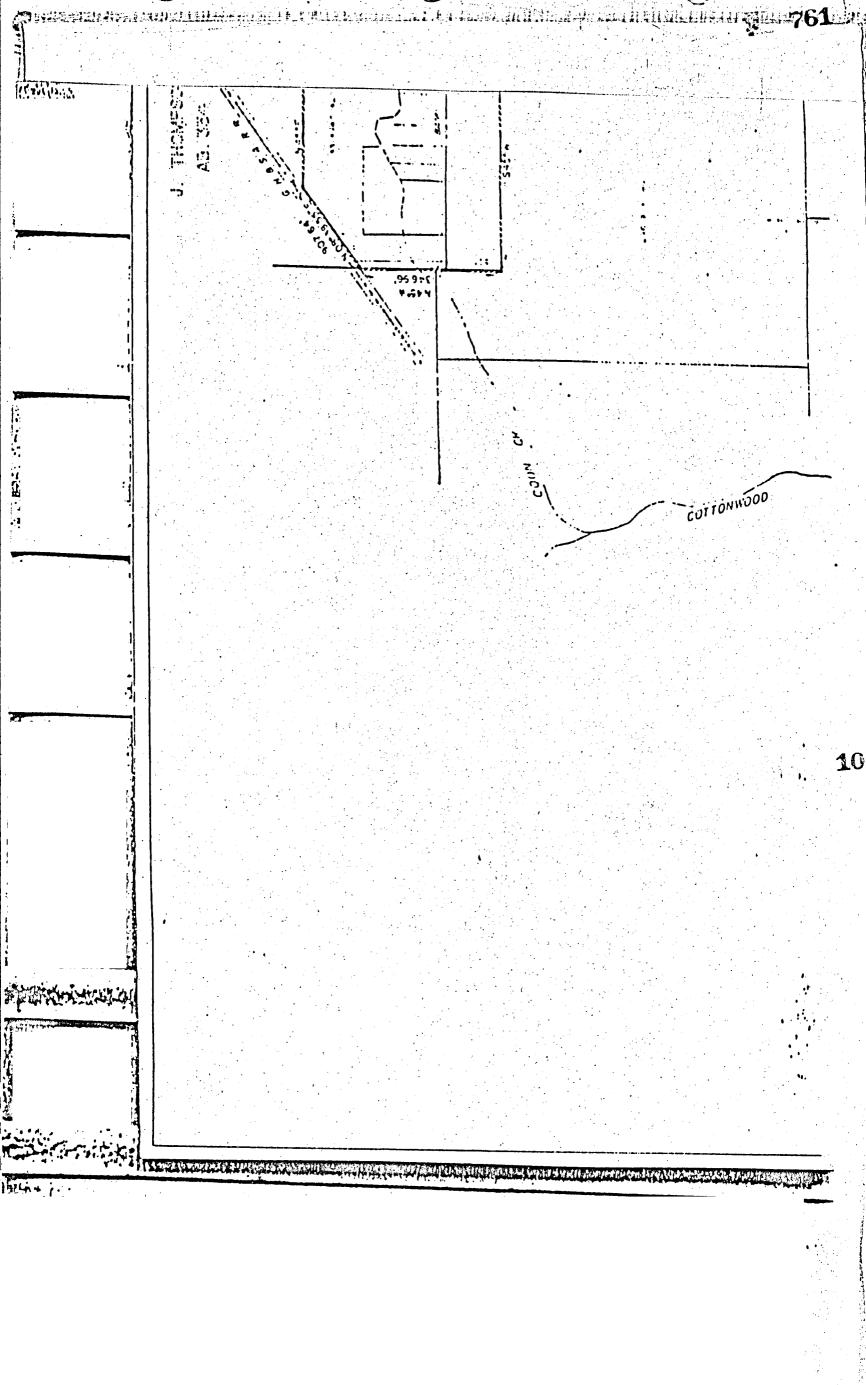






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RE: ORDER NUNC PRO TUNC ENTERING IN COMMISSIONERS COURT MINUTES THE APPLICATION FOR INCORPORATION OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS: ELECTION ORDER ON QUESTION OF INCORPORATION OF SUCH VILLAGE: NOTICE OF SUCH ELECTION AND WRITT OF SUCH ELECTION:

THE STATE OF TEXAS

COUNTY OF FORT BEND

ORDER NUNC PRO TUNC ENTERING IN COMMISSIONERS COURT MINUTES THE APPLICATION FOR INCORPORATION OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS; ELECTION ORDER ON QUESTION OF INCORPORATION OF SUCH VILLAGE; NOTICE OF SUCH ELECTION AND WRIT OF SUCH ELECTION

WHEREAS, it appears that an Application for Incorporation of the Village of Pleak, Fort Bend County, Texas, dated April 2, 1979, was duly filed in the office of the undersigned County Judge of Fort Bend County, Texas, on April 3, 1979, as provided by law; and

WHEREAS, it further appears that pursuant to said
Application, an Election Order on Question of Incorporation of
the Village of Pleak, Fort Bend County, Texas, ordering an
election to be held submitting the question of the proposed
incorporation of the said Village of Pleak to a vote of its
people was duly signed by the County Judge of Fort Bend County,
Texas, on April 3, 1979, pursuant to a hearing had on said Application for Incorporation before said County Judge as provided by
law; and

WHEREAS, it further appears that a Notice of such election and Writ thereof were both duly signed by the said County Judge on June 1, 1979, as provided by law; and

WHEREAS, pursuant to said Application, Order and Writ and the giving of said Notice in the manner and for the length of time as provided by law, such election was duly and legally held on August 11, 1979, returns thereof were duly made and canvassed and an Order Declaring Incorporation of the Village of Pleak, Texas, was duly signed and entered by the said County Judge on August 13th, 1979, and entered in the minutes of the Commissioners Court of Fort Bend County, Texas; and

WHEREAS, it appears that through oversight and inadvertence, the aforesaid Application, Order, and Notice and Writ were not recorded in the official minutes of the Commissioners Court of Fort Bend County, Texas; and

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WHEREAS, the undersigned County Judge of Fort Bend County, Texas, has knowledge of the facts that the aforesaid Application, Order, Notice and Writ were made and signed and knows of their contents.

IT IS THEREFORE HEREBY ORDERED, upon motion of the undersigned County Judge of Fort Bend County, Texas, that the Application for Incorporation of the Village of Pleak, Fort Bend County, Texas; Election Order on Question of Incorporation of the Village of Pleak, Fort Bend County, Texas; Notice of Election on Question of Incorporation of the Village of Pleak, Fort Bend County, Texas and Writ of Election on Question of Incorporation of the Village of Pleak, Fort Bend County, Texas, be forthwith duly recorded in the official minutes of the Commissioners Court of Fort Bend County, Texas, the same to have the same force and effect and to be effective as though originally and duly recorded in said minutes as of the respective dates thereof.

SIGNED and ENTERED this 13 day of August, 1979.

JODIE E. STAVINOHA

COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF FORT BEND

APPLICATION FOR INCORPORATION OF THE

VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS

TO THE HONORABLE JODIE E. STAVINOHA, COUNTY JUDGE OF FORT BEND COUNTY, TEXAS:

WE, the undersigned inhabitants and residents of the unincorporated Village of Pleak, Fort Bend County, Texas, desire that said Village of Pleak be incorporated under the general laws of this State pertaining to towns and villages and accordingly hereby petition and pray for an election to be ordered submitting the question of the proposed incorporation of said Village of Pleak to a vote of its people pursuant to Tex. Civ. Stat. Ann. art. 1133, et seq.

Each of us hereby certifies that he or she has attained the age of 18 years, has resided within the limits of said Village of Pleak for more than 6 months next preceding the date hereof and is a duly qualified elector under the laws of this State.

We hereby certify that more than 200 and less than 2,000 inhabitants reside and are contained within the boundaries of the said Village of Pleak, same being those stated and described in Exhibit "A" hereto attached and by this reference incorporated herein and made a part hereof.

We accompany this Application with a plat of the said Village of Pleak which is attached as Exhibit "B" hereto and by this reference incorporated herein and made a part hereof, including therein no territory except that which is intended to be used for strictly town purposes.

The name by which the said Village of Pleak is to be known when incorporated shall be the Village of Pleak, Fort Bend County, Texas.

Dated this 2nd day of April,

Respectfully submitted by:

The Company of the Single

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CERTIFICATE OF FILING

JODIE E. STAVINOHA,
COUNTY JUDGE OF FORT BEND COUNTY, T E X A S

- 2 -

CHAIGLE KALKOMEY SURVEYING, INC. 1702 WALGIR STREET ROSENBERG, TEXAS 77471

GHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033 HOME: PHONE 232-2205

FIELD NOTES FOR A 1263.5904 ACRE TRACT OF LAND, BEING A PART OF THE R. S. DAWSON SURVEY, ABSTRACT 675, THE F. GOTH SURVEY, ABSTRACT 514, I. & G. N. R.R. COMPANY SURVEY, ABSTRACT 269, H. & T. C. R.R. COMPANY SURVEY SECTION 93 1/2, ABSTRACT 579, THE C. B. STEWART SURVEY, ABSTRACT 90, THE GEORGE H. SCHLEY SURVEY, ABSTRACT 391, THE B. B. B. & C. R.R. COMPANY SURVEY, ABSTRACT 131, THE A. J. JAMES SURVEY, ABSTRACT 37, THE JESSE THOMPSON LABOR, ABSTRACT 334, AND THE G. S. PENTECOST LABOR, ABSTRACT 298, FORT BEND COUNTY, TEXAS.

BEGINNING at a point in the centerline of Gerken Road, said point being in the Northeast line of the F. Goth Survey, Abstract 514, same being the Southwest line of the C. B. Stewart Survey, Abstract 90, said point also being the North corner of Big Creek Rural Estates Subdivision recorded in Volume 7, Page 5 of the Fort Bend County Map Records, said point also being located South 45 degrees East 476 feet from the West corner of the C. B. Stewart Survey;

THENCE North 45 degrees East, 500 feet to a point;

THENCE South 45 degrees East, 965.13 feet to a point, said point being 500 feet West of and at right angles to the centerline of State Highway 36;

THENCE North 21 degrees 48 minutes 14 seconds East along a line being 500 feet West of and parallel to the centerline of State Highway 36, 5810.40 feet to a point;

THENCE North 45 degrees West, at 2684.94 feet pass the South corner of a certain 40.467 Acre Tract of land described in deed recorded in Volume 454, Page 196, Fort Bend County Deed Records, same being the East corner of a certain called 83 Acre Tract recorded in Volume 222, Page 511, same being in the Northwest line of a certain called 200.2 Acre Tract recorded in Volume 56, Page 4, and continuing for a total distance of 5764.94 feet to a point, said point being 500 feet Southeast of and at right angles to the Northwest line of the A. J. James Survey, Abstract 37, same being the Southeast line of the G. S. Pentecost Labor, Abstract 298;

EXHIBIT "A" TO APPLICATION FOR INCORPORATION OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS

FIELD NOTES - 1263.5904 Acre Tract (Cont'd.)

Page 2

THENCE South 45 degrees West along a line being 500 feet Southeast of and parallel to the Northwest line of the A. J. James Survey, same being the Southeast line of the G. S. Pentecost Labor and the Jesse Thompson Labor, 3172.70 feet to a point;

THENCE North 45 degrees West, at 500 feet pass the South corner of the Jesse Thompson Labor, same being a reentry corner to the A. J. James Survey, and continuing for a total distance of 1346.96 feet to a point, said point being in the Easterly Right-of-Way line of the G. H. & S. A. R.R. Company Right-of-Way;

THENCE North 08 degrees 38 minutes 55 seconds East along the Easterly Right-of-Way line of said railroad, at 63.16 feet pass the Southwest corner of a certain 33.3947 Acre Tract of land being of record in Volume 625, Page 357, Fort Bend County Deed Records, and continuing for a total distance of 907.64 feet to a point, said point being the most Westerly corner of the said 33.3947 Acre Tract;

THENCE North 45 degrees East along the Northwest line of said 33.3947 Acre Tract, 2060.18 feet to a point in the Northeast line of the Jesse Thompson Labor, same being the Southwest line of the G. S. Pentecost Labor, said point also being in the Southwest line of a 15.00 Acre Tract of land described as Tract 1 in deed recorded in Volume 440, Page 276, Fort Bend County Deed Records;

THENCE North 45 degrees West along the common line of the Jesse Thompson Labor and the G. S. Pentecost Labor, same being the Southwest line of the aforementioned 15.00 Acre Tract, 504.52 feet to a point;

THENCE North 45 degrees East, 238.58 feet to a point in the Northeast line of a certain called 9.208 Acre Tract described in deed recorded in Volume 476, Page 604, Fort Bend County Deed Records, same being the Southwest line of a certain 14.576 Acre Tract recorded in Volume 458, Page 43, Fort Bend County Deed Records;

THENCE South 45 degrees East along said line, 400 feet to a point, said point being the South corner of the aforementioned 14.576 Acre Tract, and being a reentry corner to the aforementioned Tract 1 recorded in Volume 440, Page 276;

Page 3

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THENCE North 45 degrees 20 minutes 50 seconds East along the Northwest line of Tracts 1, 2, 3 and 6 of the aforementioned Volume 440, Page 276, Fort Bend County Deed Records, 1853.15 feet to a point, said point being the Northerly corner of Tract 6, a 9.583 Acre Tract of land, same being the West corner of adjoining Tract 4-A, a 5.146 Acre Tract of record in Volume 440, Page 276, Fort Bend County Deed Records;

THENCE South 44 degrees 28 minutes 30 seconds East along the common line of Tract 6 and Tract 4-A, 1484.44 feet to a point in the Southeast line of the G. S. Pentecost Labor, same being the Northwest line of the B. B. & C. R.R. Company Survey, Abstract 331, said point being the East corner of the aforementioned Tract 6 and the South corner of the aforementioned Tract 4-A as located in the centerline of Band Road;

THENCE South 45 degrees 22 minutes 10 seconds West along the Southeast line of the G. S. Pentecost Labor as located in Band Road, same being the Southeast line of Tracts 6, 3 and 5 of Volume 440, Page 276, 716.68 feet to a point;

THENCE South 45 degrees East, 5676.42 feet to a point in the West Right-of-Way line of State Highway 36;

THENCE South 89 degrees 21 minutes East, at 100 feet pass the East Right-of-Way line of State Highway 36, same being the Northwest corner of a certain 4.243 Acre Tract of land recorded in Volume 328, Page 496, Fort Bend County Deed Records, and continuing for a total distance of 1109.04 feet to a point in the Southeast line of the B. B. B. & C. R.R. Company Survey, Abstract 331, same being the Northwest line of the George H. Schley Survey, Abstract 391;

THENCE North 45 degrees East along the common line of the B. B. B. & C. R.R. Company Survey and the George H. Schley Survey, 3224.30 feet to a point;

THENCE South 45 degrees East, at 641.40 feet pass the North corner of a certain 90 Acre Trac of land recorded in Volume 250, Page 174, Fort Bend County Deed Records, and continuing for a total distance of 1671.40 feet to a point in Hand Road, said point being the East corner of a certain 1.00 Acre Tract of land described in deed recorded in Volume 473, Page 292, Fort Bend County Deed Records;

FIELD NOTES - 1263.5904 Acre Tract (Cont'd.)

Page 4

THENCE South 45 degrees West, 1461.50 feet to a point in the Southwest line of the aforementioned 90 Acre Tract, same being the Northeast line of a certain adjoining 90 Acre Tract described in deed recorded in Volume 240, Page 119, Fort Bend County Deed Records;

THENCE South 45 degrees East along the Southwest line of the first mentioned 90 Acre Tract, same being the Northeast line of the second mentioned 90 Acre Tract, 126.37 feet to a point;

THENCE South 45 degrees 00 minutes 36 seconds West, 3340.60 feet to a point in the Southeast line of a certain 46.1157 Acre Tract described in Volume 663, Page 504, Fort Bend County Deed Records, same being the Northwest line of a certain Tract 1, called 22.936 acres, recorded in Volume 465, Page 380, Fort Bend County Deed Records;

THENCE South 45 degrees East, 2698.24 feet to a point in the Southeast line of Tract 5, a 22.936 Acre Tract described in Volume 465, Page 380, Fort Bend County Deed Records;

THENCE South 45 degrees 10 minutes 20 seconds West along said Southeast line, 500 feet to a point in the center of Pleak Road, same being the South corner of the aforementioned Tract 5, same being in the Northeast line of a certain 1 Acre Tract of land described in deed recorded in Volume 473, Page 185, Fort Bend County Deed Records;

THENCE South 45 degrees East along the Northeast line of the aforementioned 1 Acre Tract as located in Pleak Road, 47.59 feet to a point, said point being the East corner of said 1 Acre Tract;

THENCE South 45 degrees East, 500 feet to a point, said point being 500 feet Southwest of and at right angles to the centerline of Pleak Road;

THENCE North 45 degrees West along a line being 500 feet Southwest of and parallel to the centerline of Pleak Road, 3307.13 feet to a point, said point being 500 feet East of and at right angles to the centerline of State Highway 36;

THENCE South 21 degrees 48 minutes 14 seconds West along a line being 500 feet East of and parallel to the centerline of State Highway 36, 4915.45 feet to a point;

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Page 5

THENCE South 45 degrees East, 587.48 feet to a point, said point being in the Northwest line of a certain 150:237 Acre Tract described in deed recorded in Volume 536, Page 459, same being the Southeast line of a certain 262.72 Acre Tract described in deed recorded in Volume 173, Page 33, Fort Bend County Deed Records;

THENCE North 45 degrees 05 minutes East along the common line of said 150.237 Acre Tract and the aforementioned adjoining 262.72 Acre Tract, 1654.04 feet to a point, said point being the North corner of the aforementioned 150.237 Acre Tract and the most Westerly corner of a certain 98.312 Acre Tract described in deed recorded in Volume 566, Page 305, Fort Bend County Deed Records;

THENCE North 44 degrees 55 minutes 30 seconds East along the most Westerly Northwest line of the aforementioned 98.312 Acre Tract, same being the Southeast line of the aforementioned 262.72 Acre Tract, 1526.00 feet to a point, said point being the most Westerly North corner of said 98.312 Acre Tract, said point also being located in the Southwest line of a certain 159 Acre Tract described in deed recorded in Volume 384, Page 319, Fort Bend County Deed Records;

THENCE South 45 degrees East along the common line of the said 98.312 Acre Tract and the aforementioned adjoining 159 Acre Tract, at 2022.7 feet pass a reentry corner to the said 98.312 Acre Tract, and continuing for a total distance of 3048.69 feet to a point in the Southeast line of said 98.312 Acre Tract, same being the Southeast line of the C. B. Stewart Survey, Abstract 90, same being the Northwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 44 degrees 33 minutes 40 seconds West along the Southeast line of said 98.312 Acre Tract, same being the common line of the C. B. Stewart Survey and the Asa Wickson Survey, at 771.12 feet pass the South corner of said 98.312 Acre Tract, same being the East corner of a certain adjoining 52.95 Acre Tract described in deed recorded in Volume 566, Page 300, Fort Bend County Deed Records, and continuing for a total distance of 1541.00 feet to a point being the South corner of said 52.95 Acre Tract, same being the East corner of the aforementioned 150.237 Acre Tract described in Volume 536, Page 459, Fort Bend County Deed Records;

Page 6

THENCE South 45 degrees 18 minutes West along the Southeast line of said 150.237 Acre Tract, same being the common line of the C. B. Stewart Survey and the Asa Wickson Survey and the H. & T. C. R.R. Company Survey Section 67 1/2, Abstract 578, 2141.16 feet to a point, said point being the South corner of said 150.237 Acre Tract, said point also being the South corner of the C. B. Stewart Survey and a reentry corner of the H. & T. C. R.R. Company Survey Section 67 1/2;

THENCE North 44 degrees 57 minutes 40 seconds West along the Southwest line of said 150.237

Acre Tract, same being the common line of the C. B. Stewart Survey and the H. & T. C. R.R.

Company Survey Section 67 1/2, and the H. & T. C. R.R. Company Survey Section 93 1/2,

Abstract 579, 3053.95 feet to a point on said line, said point being the West corner of the aforementioned 150.237 Acre Tract, said point also being in the Northeast line of a certain adjoining 47.02 Acre Tract described in deed recorded in Volume 535, Page 171, Fort Bend

County Deed Records, said point also being the South corner of the aforementioned 262.72

Acre Tract described in Volume 173, Page 33, Fort Bend County Deed Records;

THENCE North 45 degrees West along the common line of the said 262.72 Acre Tract and the aforementioned 47.02 Acre Tract, 57.71 feet to a point;

THENCE South 45 degrees West, 861.20 feet to a point in the Southwest line of said 47.02

Acre Tract, same being the Northeast line of a certain 59.77 Acre Tract described in Volume

278, Page 623, Fort Bend County Deed Records, said point also being the East corner of a

certain 2.52 Acre Tract described in Volume 455, Page 154, Fort Bend County Deed Records,

said 2.52 Acre Tract being a part of the aforementioned 59.77 acres;

THENCE South 45 degrees 35 minutes West along the Southeast line of said 2.52 Acre Tract and the Southeast line of a certain adjoining 2.25 Acre Tract described in Volume 530, Page 599, Fort Bend County Deed Records, 934.60 feet to a point in the center of a road, said point being the South corner of the aforementioned 2.25 Acre Tract, said point also being located in the Southwest line of the H. & T. C. R.R. Company Survey Section 93 1/1, Abstract 579, and in the Northeast line of the I. & G. N. R.R. Company Survey, Abstract 269;

THENCE North 45 degrees West along the common line of the H. & T. C. R.R. Company Survey

Section 93 1/2 and the I. & G. N. R.R. Company Survey, same being the Southwest line of the

FIELD NOTES - 1263.5904 Acre Tract (Cont'd.)

Page 7

aforementioned 59.77 Acre Tract, 1336.60 feet to a point, said point being the East corner of a certain 118.25 Acre Tract described in Volume 516, Page 732, Fort Bend County Deed Records, said point also being located in the Southwest line of a certain 10.185 Acre Tract described in Volume 493, Page 401, Fort Bend County Deed Records;

THENCE South 45 degrees West along the Southeast line of said 118.25 Acre Tract, 3042.07 feet to a point;

THENCE North 45 degrees West, at 710 feet pass the Northwest line of the I. & G. N. R.R.

Company Survey, same being the South corner of the R. S. Dawson Survey, Abstract 675, and the East corner of the L. Fenske Survey, Abstract 677, said point also being the South corner of a certain 60 Acre Tract described in Volume 234, Page 6, Fort Bend County Deed Records, and the East corner of a certain 34.3 Acre Tract described in Volume 187, Page 125, Fort Bend County Deed Records, and continuing for a total distance of 2515.55 feet to a point in the centerline of Lemke Road, said point being the West corner of the R. S. Dawson Survey, the North corner of the L. Fenske Survey, and being located in the Southeast line of the Wm. Leech Survey, Abstract 281, said point also being the West corner of the aforementioned 60 Acre Tract and the North corner of the aforementioned 34.3 Acre Tract;

THENCE North 45 degrees East along the common line of the R. S. Dawson Survey and the Wm. Leech Survey as located in Lemke Road, same being the Northwest line of the aforementioned 60 Acre Tract, 1447.36 feet to a point, said point being the North corner of the 60 Acre Tract, same being the West corner of a certain 59.82 Acre Tract described in Volume 237, Page 137, Fort Bend County Deed Records;

THENCE South 45 degrees East along the common line of the aforementioned 60 Acre Tract and the adjoining 59.82 Acre Tract, 1805.55 feet to a point in the Southeast line of the R. S. Dawson Survey, same being the Northwest line of the I. & G. N. R.R. Company Survey, said point also being the East corner of the aforementioned 60 Acre Tract and the South corner of the aforementioned adjoining 59.82 Acre Tract, said point also being located in the Northwest line of the aforementioned 118.25 Acre Tract;

THENCE North 45 degrees East along the common line of the aforementioned 59.82 Acre Tract and the adjoining 118.25 Acre Tract, 1443.20 feet to a point, said point being the East

FIELD NOTES - 1263.5904 Acre Tract (Cont'd.)

Page 8

corner of the R. S. Dawson Survey and the East corner of the 59.82 Acre Tract, same being the South corner of Lot 20 of Block C, Big Creek Rural Estates Section I as recorded in Volume 7, Page 5, Fort Bend County Map Records;

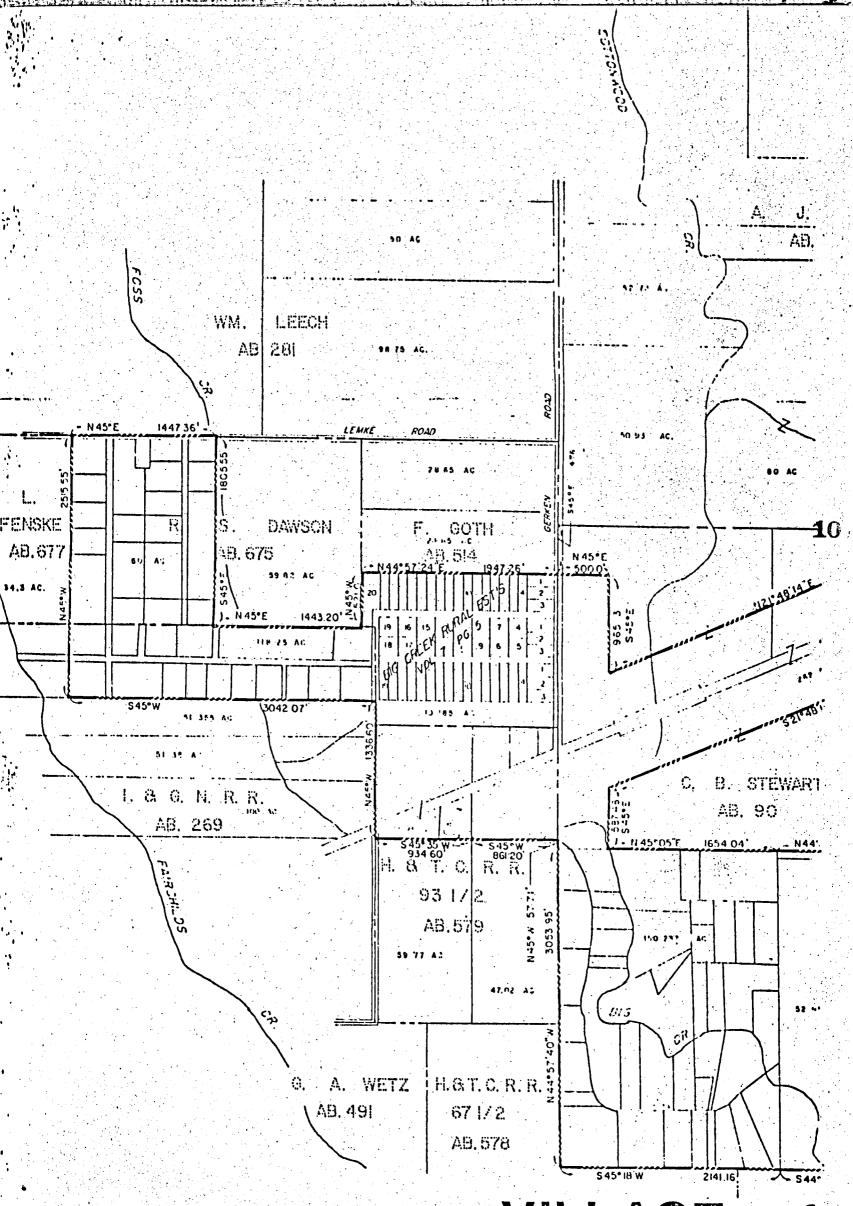
THENCE North 45 degrees West along the Southwest line of Lot 20, Block C, same being the Northeast line of the R. S. Dawson Survey and the Southwest line of the F. Goth Survey, Abstract 514, same being the Northeast line of the aforementioned 59.82 Acre Tract, 521.00 feet to a point, said point being the West corner of Lot 20, Block C of Big Creek Rural Estates;

THENCE North 44 degrees 57 minutes 24 seconds East along the Northwest line of Block C of Big Creek Rural Estates, 1947.26 feet to the Place of BEGINNING and containing 1263.5904 acres of land, more or less.

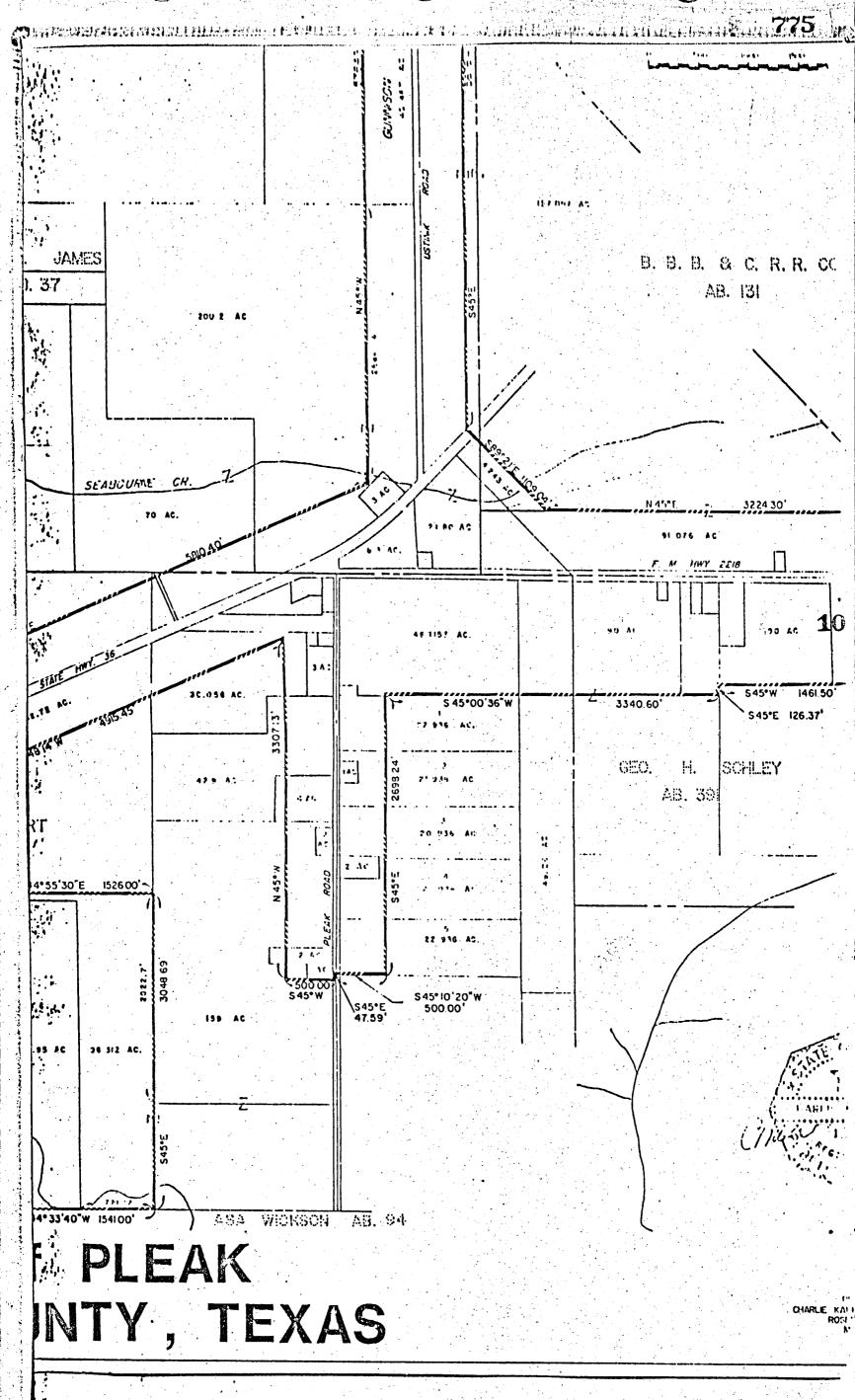
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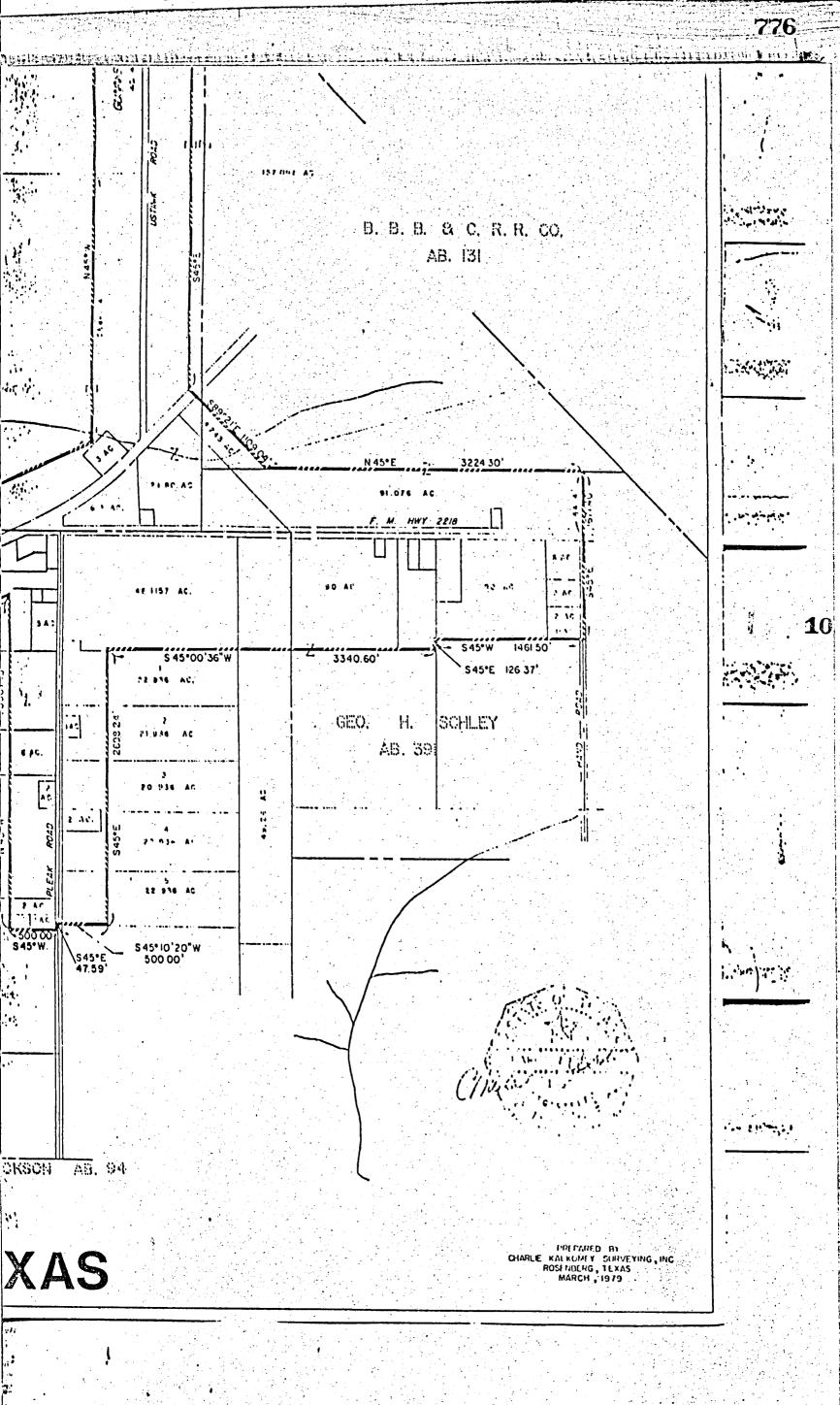
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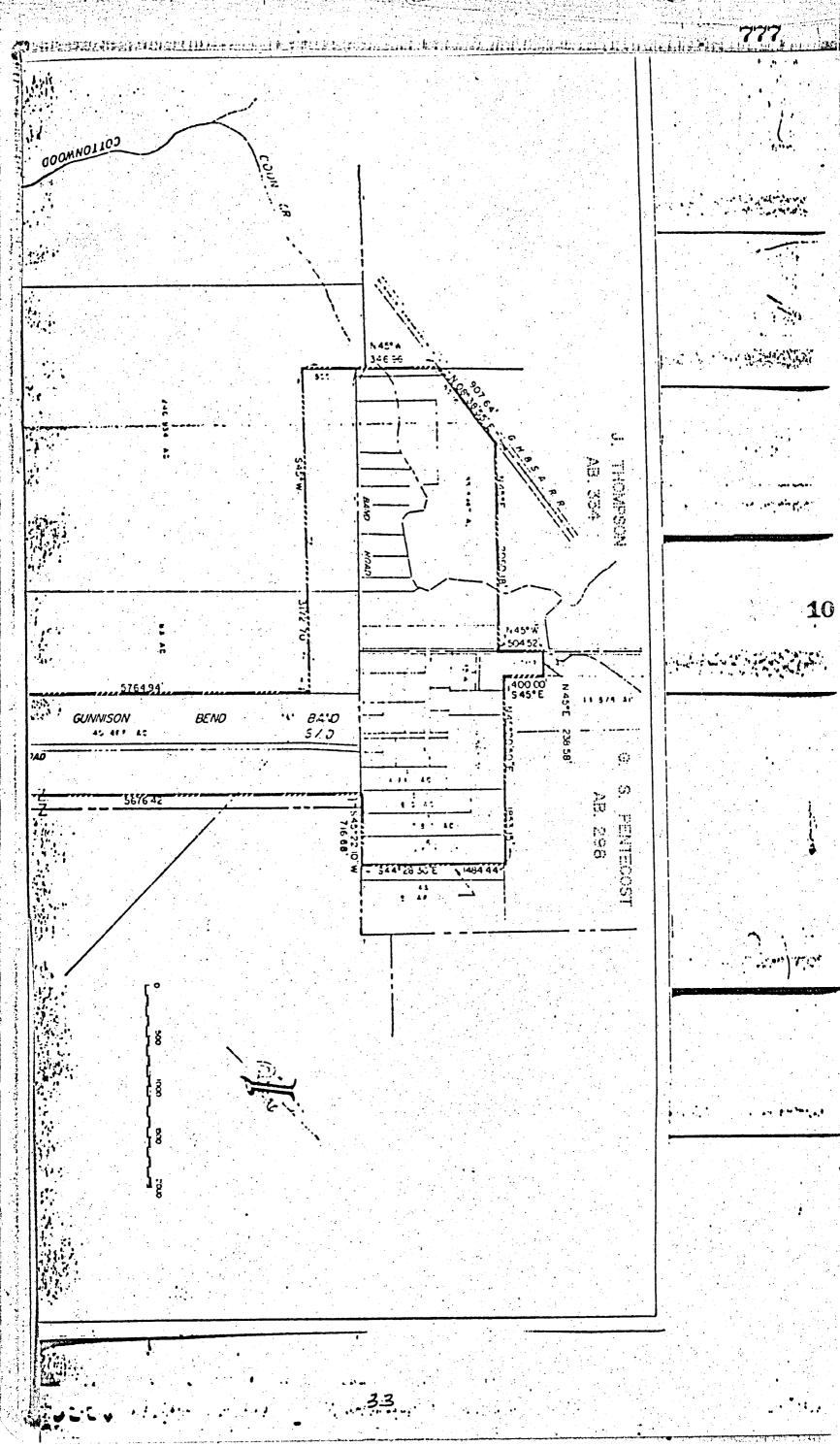




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THE STATE OF TEXAS
COUNTY OF FORT BEND

OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS

BE IT REMEMBERED, that on the 3rd day of April, 1979, came on for hearing before the undersigned County Judge, the Application for Incorporation of the Village of Pleak, Fort Bend County, Texas, dated the 2nd day of April, 1979, duly filed in the office of said County Judge on the 3rd day of April, 1979, and petitioning and praying for an election to be ordered submitting the question of the proposed incorporation under general law of said Village of Pleak to a vote of its people pursuant to Tex.Rev.Civ.Stat.Ann. art. 1133, et seq.

Said County Judge, having duly considered said Application and the satisfactory proof, evidence and testimony made and adduced at the hearing thereon, hereby finds as follows that said Application is duly subscribed by twenty inhabitants and residents of said Village of Pleak who have resided within its limits as stated in said Application for more than six months next preceding the date thereof and who are duly qualified electors under the laws of this State; that said Application duly states the boundaries of said Village of Pleak and the name by which it is to be known when incorporated and is accompanied with a plat of said Village encompassing a superficial area not exceeding two square miles and including therein no territory except that which is intended to be used for strictly town purposes; and that the said Village of Pleak contains more than 200 and less than 2,000 inhabitants, same being the requisite number of inhabitants for incorporation under general law of a town or village encompassing a superficial area not exceeding two square miles

Based upon the above findings, it is accordingly hereby ORDERED, ADJUDGED and DECREED as follows:

That an election be held within the said Village of Pleak, to-wit in the Pleak Incorporation Election Precinct at its polling place, both hereinafter designated, on Saturday, the 11th day of August, 1979, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of submitting the question of the proposed incorporation under general law of the said Village of Pleak to a vote of its people;

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That, pursuant to Tex. Election Code Ann. art. 2.02, there is hereby designated only one election precinct and polling place therein for the conduct of such election; that the name of such precinct is hereby designated as the "PLEAK INCORPORATION ELECTION PRECINCT"; that the boundaries of the Pleak Incorporation Precinct are hereby designated to be the same as those for the said Village of Pleak as stated and depicted in the field note description and plat thereof respectively attached as Exhibit "A" and Exhibit "B" to the said Application for Incorporation of the Village of Pleak, Fort Bend County, Texas, and thereby and hereby incorporated therein and herein and made a part thereof and hereof; and that Krenek's Ag-Supply Co. located in the said Village of Pleak is hereby designated as the polling place for the Pleak Incorporation Election Precinct at which such election shall be held and conducted.

III.

That Margie Mae Krenek, an inhabitant, resident and qualified elector and voter of the said Village of Pleak and the Pleak Incorporation Election Precinct whose name is subscribed to the aforesaid Application for Incorporation, be and she is hereby appointed as the officer to preside at such election and hereby ordered to select two duly qualified judges and two duly qualified clerks to assist her in holding such election, which judges and clerks shall have resided within the limits of

the said Village of Pleak and the Pleak Incorporation Election Precinct for the six months next preceding such election and shall be qualified electors under the laws of this State;

IV.

That absentee voting in such election shall be conducted at the polling place hereinabove designated for the Pleak Incorporation Election Precinct between the hours of 9:00 a.m. and 5:00 p.m. on each day which is not a Saturday, Sunday or official State holiday, commencing on Monday, the 23rd day of July, 1979, and continuing through Tuesday, the 7th day of August, 1979, and that the said Margie Mae Krenek, whose post office mailing address to which ballot applications and ballots voted by mail may be sent is Route 1, Box 70A, Rosenberg, Texas 77471, be and she is hereby appointed as Clerk for Absentee Voting in such election and required to keep her office open and to conduct such absentee voting at such place; on such dates and at such times;

٧.

That every person who has attained the age of eighteen years, who has resided within the limits of the said Village of Pleak and the Pleak Incorporation Election Precinct for the six months next preceding such election and who is a qualified elector under the laws of this State, shall be entitled to vote at such election; that prior notice of such election be duly given in the manner and for the length of time as provided by applicable law; that such election be duly held and conducted in accordance with applicable law and this Order, and

VI.

That should the majority of the votes cast in such election be in favor of incorporation of the said Village of Pleak, then the officers holding such election shall make return thereof to the County Judge of Fort Bend County, Texas, within ten days after the same was held as provided by Tex. Rev. Civ.

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Stat. Ann. art. 1139 and other applicable laws.

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SIGNED and ENTERED this 3rd day of April, 1979.

JODIE E. STAVINOHA,
COUNTY JUDGE OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF FORT BEND

OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS

TO: ALL QUALIFIED VOTERS OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS, AND THE PLEAK INCORPORATION ELECTION PRECINCT:

TAKE NOTICE! That pursuant to the undersigned County Judge's Election Order on Question of Incorporation of the Village of Pleak, Fort Bend County, Texas, signed on April 3, 1979, an election will be held at Krenek's Ag-Supply Co. located in the Village of Pleak, Texas, same being the polling place of the above-named election precinct as designated in such order, on Saturday, August 11, 1979, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of submitting the question of the proposed incorporation under general law of the said Village of Pleak to a vote of its people.

TAKE FURTHER NOTICE! That absentee voting in such election shall be conducted at the said Krenek's Ag-Supply Co. between the hours of 9:00 a.m. and 5:00 p.m. on each day which is not a Saturday, Sunday or official State holiday, commencing on Monday, July 23, 1979, and continuing through Tuesday, August 7, 1979.

TAKE FURTHER NOTICE! That the address of the clerk for absentee voting in such election to which ballot applications and ballots voted by mail may be sent is as follows:

Margie Mae Krenek Route 1, Box 70A Rosenberg, Texas 7747

SIGNED this st day of

..1979.

JODIE E. STAVINOHA,
OUNTY JUDGE OF FORT BEND COUNTY, TEXAS

ESTADO DE TEJAS

CONDADO DE FORT BEND

AVISO DE ELECCION EN CUESTION DE LA INCORPORACION
DE LA ALDEA DE PLEAK, CONDADO DE FORT BEND, ESTADO

DE TEJAS

A:

TODOS LOS VOTANTES CALIFICADOS DEL ALDEA DE PLEAK, CONDADO DE FORT BEND, ESTADO DE TEJAS, Y DEL PRECINTO PLEAK DE ELECCION PARA LA INCORPORACION:

TOMESE CUENTA! de que segun la Orden Por Eleccion en Cuestion de la Incorporacion de la Aldea de Pleak, Condado de Fort Bend, Estado de Tejas, firmado el 3 de abril de 1979, una eleccion tendra lugar en Krenek's Ag-Supply Co. situada en la Aldea de Pleak, Tejas, la misma es el sitio de votacion del precinto de eleccion mencionada anteriormente pues designado en dicha orden, el sabado, ll de agosto de 1979, entre las 7:00 de la manana y las 7:00 de la noche, con el proposito de presentar la cuestion de la incorporacion propuesta segun la ley general de la dicha Aldea de Pleak a la votacion del su pueblo.

TOMESE CUENTA ADEMAS! de que la votacion en ausencia en dicha eleccion sera celebrada en la citada Krenek's Ag-Supply Co. entre las 9:00 de la manana y las 5:00 de la tarde durante cada dia que no sea sabado, domingo o dia festivo oficial de Estado, a partir del lunes 23 de julio de 1979, y continuando hasta el martes 7 de agosto de 1979 inclusive.

TOMESE CUENTA ADEMAS! de que la direccion del dependiente designado a cargo de la votacion en ausencia en dicha eleccion a la cual se podran mandar por correo las solicitudes de boletas y boletas votados, sera la siguiente:

Margie Mae Krenek Route 1, Box 70 A Rosenberg, Texas 77471

FIRMADO este dia /

__ de __

, de 1979.

JODIE E. STAVINOHA
JUEZ DE CONDADO DE CONDADO
DE FORT BEND, TEJAS

OFFICER'S RETURN

Came to hand on the 15 day of _____ 1979, at 1:00 o'clock f.m., the attached NOTICE OF ELECTION ON QUESTION OF INCORPORATION OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, Texas, and Spanish translation thereof, and executed same by prominently posting copies of each thereof for advertisement at three (3) public places in the Village of Pleak, Fort Bend County, Texas, to-wit: at Krenek's Ag-Supply Co.; Christ's Korner and Tesch's Store, at 4:50 o'clock 6.m., 4:20 o'clock P.m., and 4:42 o'clock P.m., respectively, and by filing a copy of each thereof with the County Clerk of Fort Bend County, Texas, and by posting a copy of each thereof on the County Clerk's bulletin board in the Fort Bend County Courthouse at Richmond, Fort Bend County, Texas, at 4:08 o'clock 6.m. and 4:20 o'clock M.m., respectively, all on the // day of ///, 1979. I actually and necessarily traveled __ miles in so executing said Notice of Election.

> ERVIN HURTA, Sheriff of Fort Bend County, Texas

By Me face, Deputy

FEES:

Posting: \$ 2000

Mileage: \$____

Total \$ 2000

PAID

DATE / 1/1/2/

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THE STATE OF TEXAS

COUNTY OF FORT BEND

WRIT OF ELECTION ON QUESTION OF INCORPORATION
OF THE VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS

The state of the s

TO:

MARGIE MAE KRENEK, PRESIDING OFFICER OF THE PLEAK INCORPORATION ELECTION PRECINCT ROUTE 1, BOX 70 A ROSENBERG, TEXAS 77471

You are hereby notified that pursuant to the undersigned County Judge's Election Order on Question of Incorporation of the Village of Pleak, Fort Bend County, Texas, signed on April 3, 1979, you are to conduct an election on Saturday, August 11, 1979, in the above-named election precinct at its polling place, same being Krenek's Ag-Supply Co. located in said Village of Pleak, for the purpose of submitting the question of the proposed incorporation under general law of the said Village of Pleak to a vote of its people.

You shall keep the polls open during the hours from 7:00 a.m. to 7:00 p.m. at such election and you shall conduct the same in accordance with said Election Order and applicable provisions of the Texas Election Code.

You shall select two duly qualified judges and two duly qualified clerks to assist you in holding such election, each of whom shall have resided within the limits of the said Village of Pleak and the Pleak Incorporation Election Precinct for the six months next preceding such election and shall be qualified electors under the laws of this State.

You are hereby further advised that in said Election Order you were appointed as Clerk for Absentee Voting in such election and ordered and required to keep your office open and to conduct such absentee voting at the aforesaid polling place between the hours of 9:00 a.m. and 5:00 p.m. on each day which is not a Saturday, Sunday or official State holiday, commencing on Monday, July 23, 1979, and continuing through Tuesday, August 7, 1979.

SIGNED this st day of

, 1979.

JODIE E. STAVINOHA,
JUDGE OF FORT BEND COUNTY, TEXAS

RE: HOMECRAFT LAND DEVELOPMENT - CHANGE OF STREET NAME IN MISSION BEND SOUTH SECTION IV:

Ms. Lynn Gammon, Homecraft Land Development in reference to change of street name in Mission Bend South Section IV did not appear before the court.

O RE: FINAL APPROVAL OF PLAT OF RIVERWOOD SUBDIVISION:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court approve the plat of Riverwood Subdivision, being a subdivison of 41.3930 acre tract of land out of the J. W. Moore 1/4 League A-61 and J. T. Edwards 1/2 League A-23, Fort Bend County, Texas.

\\ RE: ADVERTISE FOR BIDS FOR ONE NEW PICK-UP FOR THE ANIMAL CONTROL OFFICE:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to advertise for bids for one pick-up for the Fort Bend County Animal Control office.

RE: AUTHORIZE TO TRANSFER CETA WORKER TO THE COUNTY PAYROLL FOR THE ANIMAL CONTROL OFFICE:

On Motion of Commissioner Ed. H. Hewlig, seconded by Commissioner Johnnie
Pustka, and duly passed, the court authorized the transfer of CETA worker to the
County Payroll at the end of September, being months of October, November and December,
for the Fort Bend County Animal Control office, at a salary of \$560.00 per month.

13 RE: APPOINTMENT OF MRS. GIRTHA GUESS TO FORT BEND COUNTY CHILD WELFARE BOARD TO REPLACE REV. ROBINSON:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized the appointment of Mrs. Girtha Guess, Box 56 Kendleton, Texas to replace Rev. Robinson from Kendleton, on the Fort Bend County Child Welfare Board.

14 RE: ABANDONMENT OF RAILROAD RIGHT-OF-WAY OF TEXAS WESTERN NARROW GAUGE RAILWAY CO.

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court ordered that action on request from Mr. David Frishman and. Mr. Marvin Smith for the abandonment of Railroad Right-of-way of Texas Western Narrow Gauge Railway Company property be delayed until further information is received by the County Attorneys Office from the Railroad Commission. Action to be taken at a later date.

RE: PAYMENT OF BILLS TO SPAW-GLASS, INC. CONTRACTOR AND CHRISTOPHER DISTEFANO & ASSOCIATES, ARCHITECTS ON THE NEW FORT BEND COUNTY JAIL:

PETERSON AND CHARLES THE PROPERTY OF THE PROPERTY OF THE PETERSON AND THE

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the payment of \$1,264.87 to Spaw-Glass, Inc. contractors and \$20,242.20 to Christopher DiStefano & Associates, Architects for the New Fort Bend County Jail, subject to receiving a copy of the Performance Bond and Insurance, to the County Judge and Statement of facts that they have paid their wages, by the contractor. Bills as follows;

STATEMENT:

TO:

COUNTY JUDGE AND COMMISSIONERS

Fort Bend County P. O. Box 368

Richmond, Texas 77469

FROM:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501 Houston, Texas 77056

DATE:

July 18, 1979

RE:

FORT BEND COUNTY JAIL Bidding Phase Completion

Actual Construction Cost: \$3,149,000.00

Architect's Fee @ 6.60%: ----- \$207,834.00

80% of Fee due:

\$166,267.20

Less previous payments: (68,145.00)

(68,145.00) (77,880.00)

NOW DUE:

\$ 20,242.20

STATEMENT:

TO:

Hon. Judge and County Commissioners

Fort Bend County

Box 368

Richmond, Texas 77469

FROM:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501 Houston, Texas 77056

DATE:

August 6, 1979

RE:

FORT BEND COUNTY JAIL

Contractor's Pay Request #1: \$95,823.54 - APPROVED

Architect's Fee $(95,823.54 \times 6.60\% \times 20\%)$

DUE ARCHITECT:

\$1,264.87

APRIL 1978 EDITION - AIA3 - © 1978	AIA DOCUMENT G. 22 - APRICATION AND CONTROL ME CANOUNT	microst that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Docu- member and that the Contractor is entitled to payment of the Aviolation	In accordance with the Contract Documents, based on on-site obser- vations and the data comprising the above application, the Architect Certifies to the Owner that the Work has application, the Architect	ARCHITECT'S CERTIFICATE FOR PAYMENT	b): - 3c/117 L. 1/3/28	CONTRACTOR: SPAW-GLASS, INC.	incorration and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were feet of	Ne: change by Change Orders	TOTALS		Number Date Approved	Approved this Month	Change Orders approved ADDITIONS DEDUCTIONS Owner	X	CONTRACTOR'S APPLICATION FOR PAYMENT	ATTENTION: Christopher DiStefano and Assoc CONTRACT FOR: 1800 St. James Place, Suite 501 CONTRACT FOR: Houston, Texas 77056	rs: 77469	Fort Bend PROJECT: Co	APPLICATION AND CERTIFICATE FOR PAYMENT
AIA3 • € 1978	inis Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	. 12.15	ount certified differs from the amount applied for.)	000000	ribed a y Public ommiss	SING OF TEXAS	LESS PREVIOUS CERTIFICATES FOR PAYMENT	TOTAL EARNED LESS RETAINAGE 95,823,54	or total in Column I on C703	TOTAL COMPLETED & STORED TO DATE	CONTRACT SUM TO DATE	Net change by Change Orders	ORIGINAL CONTRACT SUM	Con	Application is made for Payment as them had been been been been been been been bee	Fort Bend County Jail ARCHITECT'S	PERIOD FROM: 9 Ju TO31 Ju	Complete Construction of APPLICATION NO: One Distribution to:	AIA DOCUMENT G702

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RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO GENERAL TELEPHONE COMPANY OF THE SW - REQUEST FOR PERMIT TO PLACE AERIAL CABLE ALONG MCKEEVER ROAD IN ARCOLA, PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the application for and permit granting telephone cable crossing to General Telephone Company of the SW a permit to place aerial cable along McKeever Road in Arcola, Precinct #3, as follows:

APPLICATION FOR AND PERHIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

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COMES NOW GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

Petitioner agrees to MANY cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of this cable. Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action placing arising out of the boxxims, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

EXECUTED in quadruplicate originals this 27th day of July
1979

General Telephone Company of the SW

Project Coordinator

ATTEST: Secretary

5404 677719

Seal (if corporation)

(permit approval on back of this page) 46

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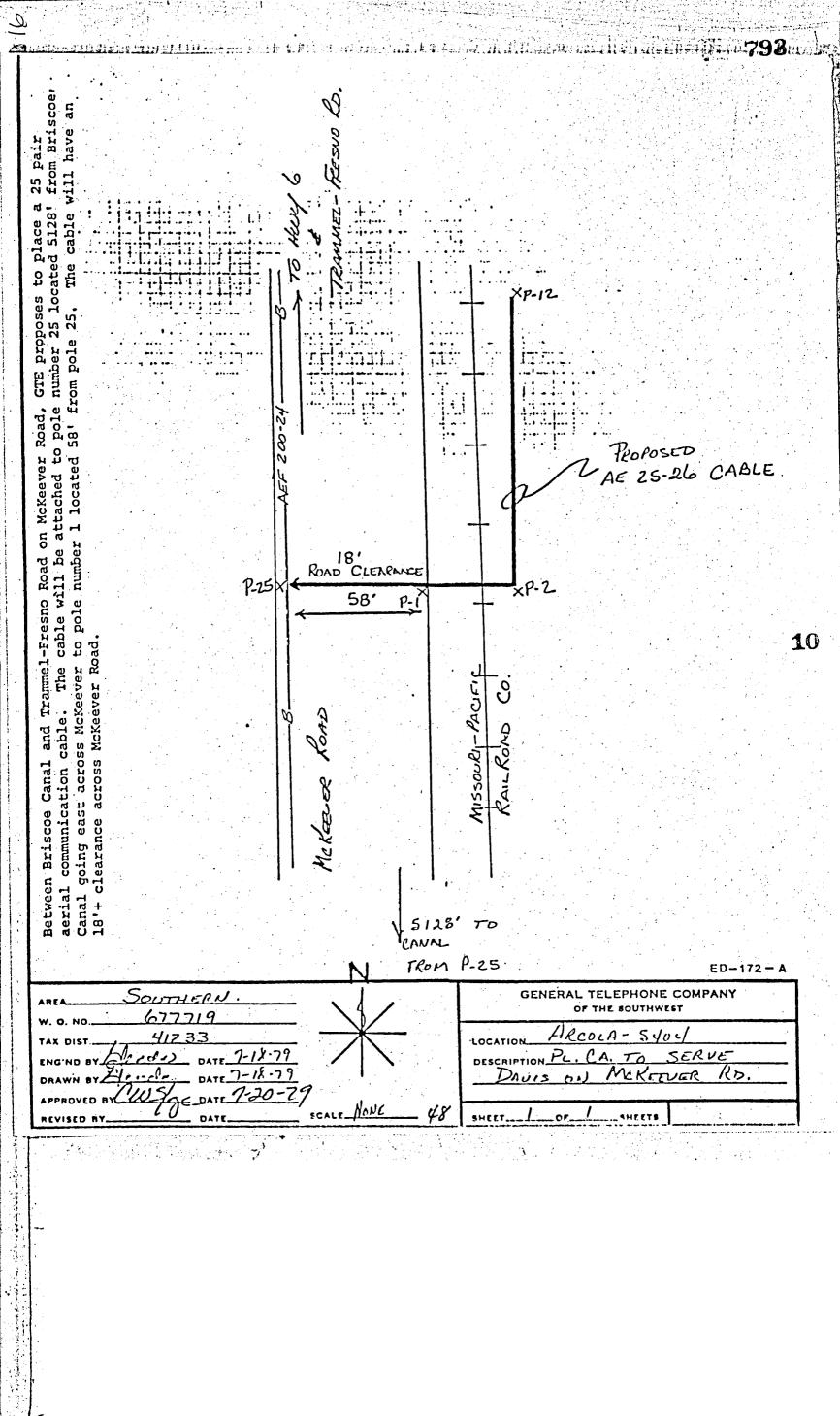
PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the 13 day of august 1979, on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

By! Idu E. Musinella County Judge



RE: ORDER TO ACCEPT MENNONITE / AND KARI LANE INTO THE COUNTY ROAD SYSTEM IN PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H.

Colony Subdivision
Helwig, and duly passed, the court authorized to accept Minnonite / & Kari Lane into
the County Road System in Precinct #1, as follows:

COMPARED

DEED

DIAMOND-CLUB DEVELOPMENT CO.

16 46104

VOL 774 TAUE 448

то

DEDICATION OF ROAD AND EASEMENT FOR PUBLIC UTILITIES

THE PUBLIC

THE STATE OF TEXAS

- §

COUNTY OF FORT BEND

3

ENOW ALL MEN BY THESE PRESENTS: That Diamond-Club
Development Co., a Texas corporation, the owners of the real
property described hereinbelow, do hereby dedicate to the public,
for public use as a road and public way forever, and also for public
use as an easement for public utilities forever, the following
described property, to-wit:

Fort Bend County shall have a 60.00 ft. wide road easement out of the C.B. Stewart Survey, Abstract No. 90, in Fort Bend County, Texas and being out of a part of that certain 98.312 acre tract of land conveyed to Jerry A. Argovitz, Trustee, by deed recorded in Volume 566 Page 305 of the Fort Bend County Deed Records, and out of a part of that certain 52.95 acre tract of land conveyed to Jerry A. Argovitz, Trustee, by deed recorded in Volume 566 Page 300 of the said deed records, the centerline of the said easement being more particularly described by metes and bounds as follows:

Beginning at a point in the centerline of a 30 ft. road easement, said point also being in the most Westerly or Southwesterly line of the said 52.95 acre tract, S45°00'00"E 357.50 ft. from its most Westerly or Northwesterly corner'

THENCE N44°55'30"E 1031.00 ft. to an angle point;

THENCE S45°00'00"E 1644.53 ft. to a point of curve to the left, having a radius of 370.00 ft. and a central angle of 90°00'00";

THENCE, continuing in a Southeasterly direction with the said curve to the left having a radius of 370.00 ft. and a central angle of 90°00'00", an arc length of 581.19 ft. to a point of tangency;

THENCE N45°00'00"E 1937.30 ft. to the end to the centerline of the herein described 60.00 ft. road easement.

Gulf Coast Savings Association, a Texas savings and loan association, acting herein by and through its duly authorized officers, and Jerry A. Argovitz, Trustee, as the lienholders of the underlying indebtedness of the above described property, join herein in the public dedication of said property.

DEED DIAMOND-CLUB DEVELOPMENT CO. VOL 774 PAUE 449 GULF COAST SAVINGS ASSOCIATION By: Charle hora Afgovitz, Trustee BEFORE ME, the undersigned authority, on this day personally appeared <u>Gray a. Grayorth</u>, <u>Tresident</u> of Diamond-Club Development Co., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation, and in the capacity GIVEN UNDER MY HAND AND SEAL OF OFFICE this , 1978. Notary Public in and for Many County, Texas DIANE L. MYERS Notary Public in and for Harris County, Texas My Commission Expires May 19, 1978 BEFORE ME, the undersigned authority, on this day per-

of Gulf Coast Savings Association, a Texas savings and loan association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said association, and in the

capacity therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day 1978.

C. FORTE William Clea

ATTEST:

ATTEST:

THE STATE OF TEXAS

therein expressed.

THE STATE OF TEXAS

COUNTY OF Jant Bend

COUNTY OF Warris

Lort Bend County, Texas

NAY 25 1978

THE STATE OF TEXAS.

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COUNTY OF Warris

DEED

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VOL 774 PAUE 450

BEFORE ME, the undersigned authority, on this day personally appeared Jerry A. Argovitz, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein expressed.

of GIVEN UNDER MY HAND AND SEAL OF OFFICE this

Notary Public in and for Name: County, Texas

County, Texas

DIANE L. MYERS
Public in and for Harris County, Tex

Notary Public in and for Harris County, Texas My Commission Expires May 19, 1978

FILED FOR RECORD

STATE OF TEXAS

COUNTY OF FORT BEND.

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me. on

MAY 1 2 1978

Pearl Ellett

COUNTY CLERK, Fort Bend County, Texas MAY 1 1 10 3

MALLI 1. D

County Clark, Fort Band Co., Tax.

40 25 1978

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033 HOME: PHONE 232-2205

FIELD NOTES FOR A 0.0244 ACRE TRACT OF LAND BEING A PART OF A 6.322 ACRE TRACT OF LAND OUT OF A 50.46 ACRE TRACT OF LAND BEING THE SOUTHEAST 1/2 OF LOT 14 OF THE MENNONITE COLONY SUBDIVISION IN THE BARNABAS WICKSON LEAGUE, ABSTRACT 95, FORT BEND COUNTY, TEXAS.

图19对于12时间,1915年11日,1915年11日,1915年11日,1915年11日,1915年11日,1915年11日,1915年11日,1915年11日,1915年11日,1915年11日,1915年11日,1

COMMENCING at the North corner of the aforementioned 50.46 Acre Tract as located in Psencik Road;

THENCE South 64 degrees 27 minutes East along the Northeast line of said 50.46 Acre Tract as located in Psencik Road, 449.34 feet to a point on said line at its point of intersection with the centerline of a 60 foot wide road bearing in a Southwesterly direction;

THENCE South 45 degrees West along the centerline of said 60 foot wide road, 2126.70 feet to a 3/4 inch Iron Pipe found at the East corner of the said 6.322 Acre Tract;

THENCE North 45 degrees West along the Northeast line of said 6.322 Acre Tract, 30 feet to an Iron Pipe set for the most Northerly East corner and Place of Beginning of the herein described 0.0244 Acre Tract;

THENCE North 45 degrees West continuing along the Northeast line of said 6.322 Acre Tract, 20 feet to an Iron Pipe set on said line at the beginning of a curve to the left:

THENCE around said curve to the left having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 50 feet, 78.54 feet to an Iron Pipe set in the Southeast line of said 6.322 Acre Tract for the South corner of the herein described 0.0244 Acre Tract;

THENCE North 45 degrees East along the Southeast line of said 6.322 Acre Tract, 20 feet to an Iron Pipe set for the most Southerly East corner of the herein described 0.0244 Acre Tract, said point being in the Southwest side of the aforementioned 60 foot wide road;

THENCE North 45 degrees West along said line, 30 feet to an Iron Pipe set for a reentry corner to the herein described 0.0244 Acre Tract, said point being the West corner of said 60 foot wide road;

THENCE North 45 degrees East along the Northwest line of said 60 foot wide road, 30 feet to the Place of BEGINNING and containing 0.0244 acre of land, more or less.

Charlie Kalkomey, RPS

No. 1399

March 26, 1979

FIELD NOTES FOR 0.0128 ACRE TRACT OF LAND BEING A PART OF A 3.00 ACRE TRACT OF LAND OUT OF A 50.46 ACRE TRACT OF LAND BEING THE SOUTHEAST 1/2 OF LOT 14 OF THE MENNONITE COLONY SUBDIVISION IN THE BARNABAS WICKSON LEAGUE, ABSTRACT 95, FORT BEND COUNTY, TEXAS.

COMMENCING at the North corner of the aforementioned 50.46 Acre Tract as located in Psencik Road;

THENCE South 64 degrees 27 minutes East along the Northeast line of said 50.46 Acre Tract as located in Psencik Road, 449.34 feet to a point on said line at its point of intersection with the centerline of a 60 foot wide road bearing in a Southwesterly direction;

THENCE South 45 degrees West along the centerline of said 60 foot wide road, 2126.70 feet to a 3/4 inch Iron Pipe found for the South corner of the aforementioned 3.00 Acre Tract;

THENCE North 45 degrees West along the Southwest line of said 3.00 Acre Tract, 30 feet to an Iron Pipe set for the South corner and Place of Beginning of the herein described 0.0128 Acre Tract of land;

THENCE North 45 degrees East along the Northwest line of the aforementioned 60 foot wide road, 40 feet to an Iron Pipe set in a curve to the left;

THENCE around said curve to the left having a central angle of 53 degrees 07 minutes 48 seconds and a radius of 50 feet, 46.36 feet to an Iron Pipe set in the Southwest line of said 3.00 Acre Tract for the West corner of the herein described 0.0128 Acre Tract;

10

THENCE South 45 degrees East along the Southwest line of said 3.00 Acre Tract, 20 feet to the Place of BEGINNING and containing 0.0128 acre of land, more or less.

Charlie Kalborney

Charlie Kalkomey, RPS No. 1399 March 26, 1979

CHARLIE KALKOMEY SURVEYING, INC.

1702 WALGER STREET ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

A production of the production

OFFICE: PHONE 342-2033 HOME: PHONE 232-2205

FIELD NOTES FOR THE CENTERLINE OF A 30 FOOT WIDE DRAINAGE EASEMENT OUT OF A 50.46 ACRE TRACT OF LAND BEING THE SOUTHEAST 1/2 OF LOT 14 OF THE MENNONITE COLONY SUBDIVISION IN THE BARNABAS WICKSON LEAGUE, ABSTRACT 95, FORT BEND COUNTY, TEXAS.

COMMENCING at the North corner of the aforementioned 50.46 Acre Tract as located in Psencik Road;

THENCE South 64 degrees 27 minutes East along the Northeast line of said 50.46 Acre Tract as located in Psencik Road, 449.34 feet to a point on said line at its point of intersection with the centerline of a 60 foot wide road bearing in a Southwesterly direction;

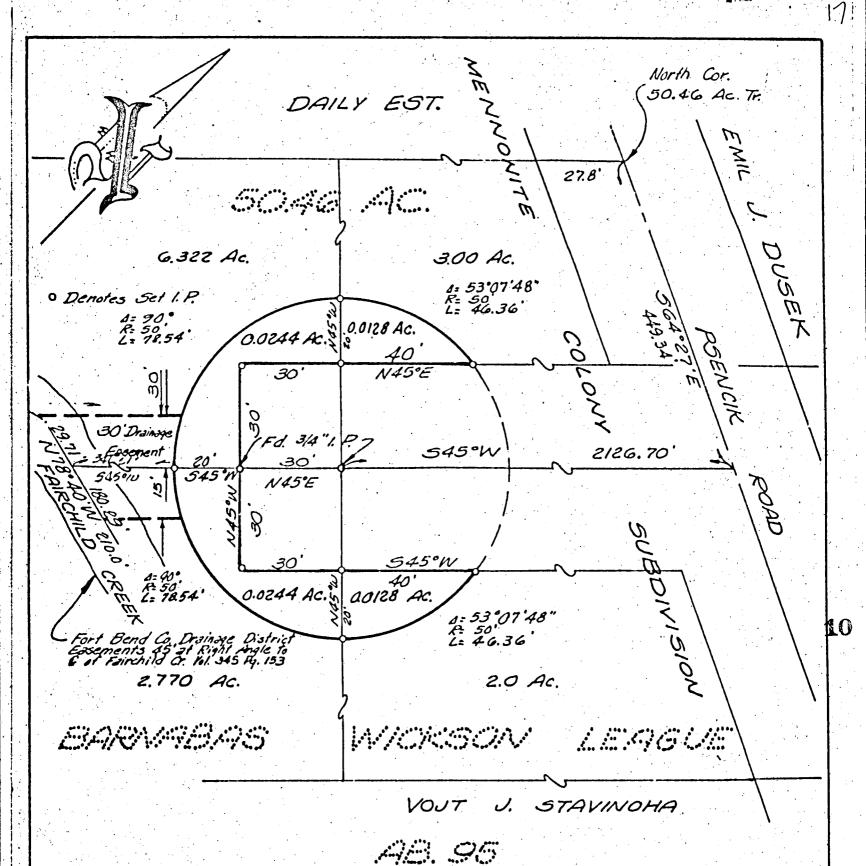
THENCE South 45 degrees West along the centerline of said 60 foot wide road, at 2126.70 feet pass a 3/4 inch Iron Pipe found at the West corner of a certain 2.00 Acre Tract, the South corner of an adjoining 3.00 Acre Tract, the East corner of a certain 6.322 Acre Tract and the North corner of a certain 2.770 Acre Tract, and continuing for a total distance of 2176.70 feet to a point for the Place of Beginning of the herein described centerline;

THENCE South 45 degrees West along the herein described centerline, same being the common line of the aforementioned 6.322 Acre Tract and the adjoining 2.770 Acre Tract, 341.51 feet to a point in the centerline of Fairchild Creek for the Place of Termination of the herein described centerline, said 30 foot wide drainage easement being 15 feet on either side and at right angles to the herein described centerline.

Charlie Cech omey Charlie Kalkomey, RPS

No. 1399

April 3, 1979



PROPOSED 50' RADIUS

OF A CUL-DE-SAC & 30' WIDE DRAINAGE EASEMENT
OUT OF A 50.4G ACRE TRACT OF LAND BEING THE SOUTHEAST '/2 OF LOT 14
OF THE MENNONITE COLONY SUBDIVISION
IN THE BARNABAS WICKSON LEAGUE AB. 95
FORT BEND COUNTY, TEXAS

SCALE: 1"=30"



I, CHARLIE KALKOMEY, a Registered Public.
Surveyor, do hereby certify that this plat
is a record of a survey made under my
Supervision on the ground and truly represents
the facts as found in this month of March, 1979.

Signed Charles KALKOMEN NA 1399

CHARLIE KALKOMEN

ROSENBERG, TEXAS

भारत का अस्ति में इंदियं के साथ के अस्ति में अस्ति है ।

JOB No 399-DJ-FR

RE: APPROVE AGREEMENT BETWEEN FORT BEND COUNTY COMMISSIONERS COURT AND STATE OF TEXAS- KEEGANS BAYOU: ON HIGHWAY 6.

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the agreement between Fort Bend County and State on Highway 6 of Texas for construction of bridge over Keegans Bayou, Agreement as follows:

C 1685-6-6 Fort Bend Co.

STATE OF TEXAS I COUNTY OF TRAVIS I

The Property of the State of th

THIS AGREEMENT, made this 13 day of accepted, 1979, by and between Fort Bend County, Texas, hereinafter called the "County", Party of the First Part, acting by and through its Commissioners Court and the State of Texas, hereinafter called the "State", Party of the Second Part, acting by and through its State Highway and Public Transportation Commission.

WHEREAS, the County desires the construction of roadway and bridge construction and incidental items within the limits from Interstate High-way No. 10 West of Houston to U. S. Highway No. 90A on State Highway No. 6, which is solely the County's responsibility and the County has requested the State to construct or have constructed this work. The State will construct or have constructed this work for and on behalf of the County and at the County's sole expense, excluding preliminary engineering. The estimated construction cost of this work is Three Hundred Thirty One Thousand Eight Hundred and No/100 Dollars (\$331,800.00), including contingencies and construction engineering.

NOW THEREFORE, it is understood that this proposed work will be constructed by the State and the County will transmit to the State with the return of this agreement, executed by the County, a warrant or check made payable to the State Treasurer, Account of Trust Fund No. 927 in the amount of Three Hundred Thirty One Thousand Eight Hundred and No/100 Dollars (\$331,800.00), to be used in paying for the proposed work required by the County. It is further understood that the State will construct only those items for the County as requested and required by the County and the entire

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the County. If the State elects to receive bids and if upon receipt of bids by the State and/or the actual construction and/or approved changes in the contemplated improvements it is found that this amount is insufficient to pay the County's portion, then the County upon request of the State will forthwith supplement this amount by an amount equal to the County's full estimated or actual share of the cost of this work less the amount previously paid into Trust Fund No. 927. In the event the amount as paid is more than the actual cost, then the excess amount will be returned to the County. It is further understood that the work to be done on behalf of the County, as herein provided, will include the cost of contingencies and construction engineering.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day above stated.

FORT BEND COUNTY TEXAS
Party of the First Part

By: County Judge

Commissioner Precinct Number 1

By: Commissioner Precinct Number 2

By: Commissioner Precinct Number 3

By: Commissioner Precinct Number 4

ATTEST:

County Clerk

STATE OF TEXAS
STATE HIGHWAY AND PUBLIC
TRANSPORTATION COMMISSION
Party of the Second Part

Certified as being executed for the purpose and effect of activating and/ or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

By:
Asst. Engineer-Director under authority of Commission Minute 70104

Recommended for execution:

I beging that the action to the minimal and a second and the second and a second different and other parties of

(State) Director, Finance

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

THIS AGREEMENT is made this 24th day of July , 1979, by and between Fort Bend County, Texas, ("County"), West Keegans Bayou Improvement District, a body politic and corporate, ("District"), SLOCO, INC., a Texas corporation, ("SLOCO"), and Keegans Wood, a joint venture of First Management Corporation, a Texas corporation, and General Homes, Inc., a Texas corporation, ("Keegans Wood").

RECITALS

At the request of the County, the State of Texas ("State") is in the process of constructing a bridge on State Highway
No. 6 ("Bridge") at a location and of a size required to
provide adequate drainage for West Keegans Bayou as it will
be relocated by the District.

As a condition to constructing the Bridge at this location, the State is requiring the County to escrow THREE HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$331,800.00) with the State.

The County will be required to deposit these funds with the State pursuant to the agreement and letter attached hereto as Exhibit "A", ("Bridge Agreement").

The only available source of funds to the County for the purpose of making this deposit is from funds to be received from or on behalf of the District and the County is requiring the District to deposit these funds as a condition to the West Keegans Bayou relocation.

District at the present time has no funds available to make this deposit with the County.

SLOCO and Keegans Wood are in the process of developing tracts of land for residential and commercial purposes which

ALL FILLS ENGINEERING MENTERS FOR

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will drain into West Keegans Bayou as relocated and are willing to advance funds to the District for deposit with the County, subject to the provisions of this agreement and the provisions of the Bridge Agreement, with the understanding that the District will reimburse SLOCO and Keegans Wood at such time as funds are available from the sale of bonds.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, it is agreed as follows:

SECTION 1: SLOCO and Keegans Wood acting on behalf of the District are hereby depositing with the County the sum of THREE HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$331,800.00) with the understanding and agreement that the County will forward this money to the State, pursuant to the Bridge Agreement attached hereto as Exhibit "A".

SECTION 2: It is understood that SLOCO will be required to deposit seventy-three percent (73%) or TWO HUNDRED FORTY-TWO THOUSAND TWO HUNDRED FOURTEEN AND NO/100 DOLLARS (\$242,214.00) of the funds and Keegans Wood will be required to deposit twenty-seven percent (27%) or EIGHTY-NINE THOUSAND FIVE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$89,586.00) of the funds.

SECTION 3: If the State returns any portion of the funds deposited by the County pursuant to the Bridge Agreement, County agrees that it will return such funds to SLOCO and Keegans Wood in proportion to the foregoing percentages unless the District has reimbursed SLOCO and Keegans Wood the amount allowed by the Texas Department of Water Resources in which case County will reimburse District.

SECTION 4: District agrees to make application to the Texas Department of Water Resources for approval of bonds to reimburse SLOCO and Keegans Wood for the advances made on

behalf of the District and further agrees to reimburse SLOCO and Keegans Wood such amount plus interest at the maximum allowable rate when bonds are sold by the District.

SECTION 5: The District, SLOCO, and Keegans Wood agree to pay to the County any additional funds requested by the State pursuant to the Bridge Agreement. District agrees that the provisions of Section 4 with respect to reimbursement will be applicable to any additional advances.

EXECUTED this 24th day of July , 1979.

ATTEST:

FORT BEND COUNTY, TEXAS

County Judge

Pearl Ellett County Clerk

[SEAL]

ATTEST: ..

WEST KEEGANS BAYOU IMPROVEMENT DISTRICT

Gayl Lawderdale Ware, Asst.

Secretary, Board of Directors

Board of Directors

[SEAL]

ATTEST:

SLOCO, INC.

[SEAL]

KEEGANS WOOD, A JOINT VENTURE OF FIRST MANAGEMENT CORPORATION

AND GENERAL HOMES, INC.

APPROVED:

Joyce Tompkins County Auditor

Fort Bend County, Texas



COMMISSION

REAGAN HOUSTON CHAIRMAN DEWITT C GUCCH CHARLES E SIMONS STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION P. O. Box 1386 Houston, Texas 77001 July 6, 1979 B L DEBERRY

TPE 589
Control 1685-5&6
SH G: From IH 10 to US 90A
Fort Bend County

Hon. Jodic E. Stavinoha County Judge, Fort Bend County P. O. Box 368 Richmond, Texas 77469

Dear Sir:

We are enclosing two copies of the agreement in connection with the above project. Please have both copies of this agreement properly signed and return them to this office for further handling. A Warrant in the amount of \$331,800.00, made payable to the State Treasurer, Account of Trust Fund No. 927, must accompany the signed agreement when it is returned to us.

We will not be in a position to give financial clearance for receipt of bids on this work prior to the receipt of the executed agreement and funds required.

The subject project is scheduled to be let to contract in August, 1979. Your expeditious handling of this matter will be appreciated.

After both copies of this agreement have been executed by the State, a duplicate original will be furnished to you for your file.

If further information is needed, please advise.

Very truly yours,

Omer F. Poorman District Engineer District No. 12

AC: vh
Attachment

cc: Mr. W. A. Clark

Exhibit "A"

C 1685-6-6 Fort Bend Co.

STATE OF TEXAS I COUNTY OF TRAVIS I

and between Fort Bend County, Texas, hereinafter called the "County",

Party of the First Part, acting by and through its Commissioners Court and
the State of Texas, hereinafter called the "State", Party of the Second

Part, acting by and through its State Highway and Public Transportation

Commission.

Applications of the first of the second of t

. WHEREAS, the County desires the construction of roadway and bridge construction and incidental items within the limits from Interstate High-way No. 10 West of Houston to U. S. Highway No. 90A on State Highway No. 6, which is solely the County's responsibility and the County has requested the State to construct or have constructed this work. The State will construct or have constructed this work for and on behalf of the County and at the County's sole expense, excluding preliminary engineering. The estimated construction cost of this work is Three Hundred Thirty One Thousand Eight Hundred and No/100 Dollars (\$331,800.00), including contingencies and construction engineering.

NOW THEREFORE, it is understood that this proposed work will be constructed by the State and the County will transmit to the State with the return of this agreement, executed by the County, a warrant or check made payable to the State Treasurer, Account of Trust Fund No. 927 in the amount of Three Hundred Thirty One Thousand Eight Hundred and No/100 Dollars (\$331,800.00), to be used in paying for the proposed work required by the County. It is further understood that the State will construct only those items for the County as requested and required by the County and the entire

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EXHIBIT "A"

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IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day above stated.

STATE OF TEXAS COMMISSIONERS COURT STATE HIGHWAY AND PUBLIC OF TRANSPORTATION COMMISSION FORT BEND COUNTY TEXAS Party of the Second Part Party of the First Part Certified as being executed for the purpose and effect of activating and/ County Judge or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Commissioner Precinct Number 1 Highway and Public Transportation Commission: Commissioner Precinct Number 2 By: Asst. Engineer-Director under authority of Commission Ninute Commissioner Precinct Number 3 70104 Recommended for execution: Commissioner Precinct Number 4 ATTEST: (State) Director, Finance

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EXHIBIT "A"

County Clerk

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NO RE: ACCEPT DEED TO 6.4 ACRES OF LAND FROM THE GEORGE FOUNDATION:

The Court delayed action to accept the 6.4 acres of land from the George Foundation until the District Attorneys office can check out the legality of what to do with 15 ft of land belonging to the County and Building built by the county on present library property, which property of the present library is to be a swap for the 6.4 acres of land from the George Foundation.

20 RE: INSPECTION OF THE COURTHOUSE ANNEX:

The Court made an inspection of the Court house Annex. No action taken on the acceptance of same.

The Court recessed at 12:00 noon until August 15, 1979 at 1:30 o'clock P.M.

The Court re-convened at 1:30 o'clock P.M. on August 15, 1979. when the following action was had.

RE: APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' Office, as approved by the Commissioners' Court in person in May (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other Bills) are hereby approved as to the official action of the Commissioners' Court on motion of Commissioner W. Lee Schmidt, Seconded by Commissioner Tony Jebbia and duly passed and approved.

There being no further business, the court adjourned at 4:00 o'clock P.M.

COUNTY JUDGE

ΔΤΤΕςΤΉ

COUNTY CLERK

FORT BEND COUNTY TREASURER'S BOND REPORT

AUGUST 1979

FORT BEND COUNTY ROAD DIST NO. 4 SER 1940 BOND

Outstanding 8-1-1979 - - - \$50.00 2 Int Coupons #77 Off Bds. 166 & 167 at \$25.00

\$ 50.00

FORT BEND COUNTY ROAD DISTRICT NO. 8 SER. 1927 BOND

Outstanding 8-1-1979 - - - \$ 110.00

4 Int. Coupons No. 59 Off Bds. 210-212-214-216 at \$27.50

\$ 110.00

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FORT BEND COUNTY BOND STATEMENT

AUGUST 1979

NO BONDS NOR COUPONS RECEIVED DURING THE MONTH OF AUGUST 1979

THE REPORT OF THE PROPERTY OF

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 20th day of August, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

Commissioner W. Lee Schmidt, Precinct #2 was absent, when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the minutes of Regular Session of August 13, 1979, as corrected.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

RE: MR. FRANK ILDEBRANDO, UNDERWOOD, NEUHAUS & CO., INC. -DISCUSS COURT HOUSE RENOVATION FINANCING:

Mr. Frank Ildebrando with Underwood, Neuhaus & Co. Inc. discussed with the Court, steps to take in the financing of the Courthouse renovation. He told the court that other than a Bond Election, the court could go with Certificates of Obligation.

Mr. Ildebrando will be back before the court at next court meeting with a fee schedule and the court will decide what steps they will take in the financing of the courthouse renovation.

THE GRANT COORDINATOR

PRE: AUTHORIZE TO MAKE APPLICATION TO APPLY FOR A GRANT FOR A SECOND YEAR FUNDING FOR THE ASSISTANT DISTRICT ATTORNEY FOR THE YEAR 1981:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized the Grant Coordinator to make application to apply for a grant for a second year funding for the Assistant District Attorney for the year 1981. The Countys' cash match being approximately \$5400.00, being 20% of \$27,000.00 grant.

RE: AUTHORIZE THE GRANT COORDINATOR TO MAKE APPLICATION TO APPLY FOR A GRANT FOR SURVEILLANCE EQUIPMENT FOR THE NEW FORT BEND COUNTY JAIL FOR YEAR 1981:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized the Grant Coordinator to make application to apply for a Grant for Surveillance equipment for the New Fort Bend County Jail for the year 1981. Amount to be determined.

EE: FINAL APPROVAL OF CLARK PLAZA I, SECTION 2:

No action taken on the approval of Clark Plaza I, Section 2 at this court meeting. Court was informed that the plat was not ready for approval. To be acted on at the next court meeting.

RE: AMENDING BUDGET OF COUNTY COURT-AT-LAW JUDGE A. REAGAN CLARK:

No action taken on amending the budget of County Court-at-Law Judge
A. Reagan Clark. He did not appear before the court.

RE: ABANDONMENT OF RAILROAD RIGHT-OF-WAY OF TEXAS WESTERN NARROW GAUGE RAILWAY COMPANY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court considered the abandonment of the Texas Western Narrow Gauge Railway. Order granting permission to Railroad Commission of Texas to permit application to abandon right of way to the Texas Western Narrow Gauge Railroad Company as follows:

ORDER GRANTING PERMISSION TO RAILROAD COMMISSION
OF TEXAS IN SUPPORT OF APPLICATION TO ABANDON
RIGHT OF WAY TO THE TEXAS WESTERN NARROW
GAUGE RAILROAD COMPANY

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

The Commissioners Court of Fort Bend County, Texas, convened in regular session, sitting as the governing body of Fort Bend County, Texas, at the Fort Bend County Courthouse in the City of Richmond, Texas, on the 20th day of August, 1979, with the following members present, to-wit:

J. E. STAVINOHA

County Judge

JOHNNIE PUSTKA

Commissioner, Precinct No. 1

W. LEE SCHMIDT (absent)

Commissioner, Precinct No. 2

TONY JEBBIA

Commissioner, Precinct No. 3

ED HELWIG

Commissioner, Precinct No. 4

and the following member(s) absent, to wit: Commissioner W. Lee Schmidt when the following business was transacted:

Commissioner Tony Jebbia introduced an order and made a motion that the same be adopted. Commissioner Ed.H. Helwig seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: Commissioners Pustka, Schmidt, Jebbia, and Helwig

NOES: None

The County Judge thereupon announced that the order had been duly and lawfully adopted. The order thus adopted follows:

ORDER GRANTING PERMISSION TO TEXAS RAILROAD COMMISSION TO ABANDON RIGHT OF WAY

WHEREAS, Petitioners, MARVIN N. SMITH and wife, BETTYE

L. SMITH, currently own property more particularly described
as follows:

A 1.00 acre tract of land, being in the I.&G.N. Railroad Company Survey No. 3, in Block #2, Abstract #262, Fort Bend County, Texas.

For Connection, begin at a railroad iron at the intersection of Roesner Road and Busch Road for the South corner of the I.&G.N. Railroad Company Survey, Section #2, Abstract #268; THENCE, North 44 45' East, 2363.95 feet along a line in Roesner Road to a point for the North corner of a 3.000 acre tract; THENCE, South 45 15' East, 267.11 feet along the centerline of South Saddle Horn Trail (60 feet wide) to a point for the North corner and Place of Beginning for this 1.000 acre tract;

THENCE, South 45° 15' East, 133.56 feet along the centerline of said South Saddle Horn Trail (60 feet wide) to a point for the East corner of this tract;

THENCE, South 440 45' West, at 30.0 feet pass an iron pipe found, in all 326.15 feet to an iron pipe found for South corner of this tract;

THENCE, North 450 15' West, 133.56 feet to an iron pipe set for West corner of this tract;

THENCE, North 440 45' East, at 296.15 feet pass an iron pipe, in all 326.15 feet to the PLACE OF BE-GINNING of and containing 1.000 acre of land.

WHEREAS, pursuant to law, the Commissioners Court of
Fort Bend County, Texas, must grant permission to the Railroad
Commission of Texas to proceed with abandonment of said right
of way easement.

TU

NOW, THEREFORE, BE IT ORDERED, ADJUDGED, DECREED, RESOLVED, FOUND, AND DETERMINED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF FORT BEND COUNTY, TEXAS:

ENDOTED AND DESCRIPTION OF THE POPULATION OF THE

That the real property in question lies in Fort Bend County, Texas.

That the matters and facts recited in the preamble are hereby found and determined to be true and correct.

That permission is granted to the Railroad Commission of Texas to consider, hear and issue its orders relative to the Application of MARVIN N. SMITH and wife, BETTYE L. SMITH, relative to the abandonment of the right of way easement held by the TEXAS WESTERN NARROW GAUGE RAILROAD COMPANY, successor in interest to the WESTERN NARROW GAUGE RAILWAY COMPANY.

PASSED AND APPROVED this the 20th day of August, 1979.

THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

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ATTEST

Carl Clark

THE CHARLES



The State of Texas SECRETARY OF STATE

I, GEORGE W. STRAKE, JR., Secretary of State of the State of Texas, DO HEREBY CERITFY that I have custody of the official records of the Secretary of State's office and after diligent search no record, or entry of record, is on file to indicate that there is a corporation on file bearing the name of TEXAS WESTERN NARROW GAUGE RAILROAD COMPANY, organized under the laws of the State of Texas, nor is there a Permit or a Certificate of Authority granted to a foreign corporation bearing such name.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

31st day of July A. D. 19 79

Secretary of State

NBP



The State of Texas SECRETARY OF STATE

of the State of Texas, DO HEREBY CERTIFY that I have custody of the official records of the Secretary of State's office and after diligent search no record, or entry of record, is on file to indicate that there is a corporation on file bearing the name of WESTERN NARROW GAUGE RAILWAY COMPANY, organized under the laws of the State of Texas, nor is there a Permit or a Certificate of Authority granted to a foreign corporation bearing such name.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

31st day of July , A. D. 19 ______

Secretary of State

NBP.

RE: ACCEPT 6.4 ACRES OF LAND FROM THE GEROGE FOUNDATION:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H.

Helwig, and duly passed, the court accepted the Deed to land for the New County Library
in exchange of land based on the condition set forth in the contract, as follows:

VINSON & ELKINS
ATTORNEYS AT LAW
FIRST CITY NATIONAL BANK BUILDING
HOUSTON, TEXAS 77002
TELEPHONE 713 651-2222 TWX 9108818391 TELEX 782 146

47 CHARLES ST. BERKELEY SQUARE
LONDON WIX 7PB, ENGLAND
TELEPHONE 44 01 491-7236
CABLE VINELKINS LONDON W. 1-TELEX 24140

AUSTIN NATIONAL BANK TOWER
AUSTIN, TEXAS 78701
TELEPHONE 518 478-5356

IIOI CONNECTICUT AVE.N.W., SUITE 900 WASHINGTON, D. C. 20036 TELEPHONE 202 862-6500 CABLE VINELKINS-TELEX 89680

August 17, 1979

Honorable Jodie E. Stavinoha County Judge, Fort Bend County P. O. Box 369 Richmond, Texas 77469

Dear Judge Stavinoha:

Since our letter of August 1, 1979, to you transmitting the Deed to the County for a proposed new central library site, we have discussed the matters raised by that letter with both you and Ms. Tim Sloane in the District Attorney's office. In order to clarify the second paragraph on the second page of our letter to you of August 1, 1979, it is obvious that inasmuch as the conveyance of the new site to the County was, by that paragraph, "conditioned" upon the County conveying the present central library facility that such paragraph really contemplates what is an exchange. As such, The George Foundation is entirely comfortable with the understanding that The Foundation is exchanging the new proposed 6.401 acre site for the old library site, since, as we understand it, that County can make an exchange (the new site being much more valuable than the old with improvements).

However, when Fort Bend County is ready to exchange the present library site and facility (this would be if, as and when a new central library facility has been erected on the 6.401 acres and the County's central library facility has actually been moved to that location), The George Foundation requests that the deed to the present central library facility and the land on which it is situated be made to the Polly Ryon Memorial Hospital, rather than to The George Foundation. This letter can be considered the formal direction by The George Foundation to the County that it proceed in that manner.

Of course, if either you or any of the County Commissioners have any questions with respect to this matter, please feel free to call the undersigned here in Houston at 651-2162.

Sincerely

John G Heard

For The George Foundation

103:82J

cc: Ms. Tim Sloane
District Attorney's Office
Fort Bend County Courthouse
Richmond, Texas 77469

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102592

GIFT DEED

DEED 854 mc120

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS

THAT, THE GEORGE FOUNDATION, a Texas charitable trust created under Indenture dated August 18, 1945, acting herein by Lewis N. White, John G. Heard, and J. A. Elkins, Jr., as Trustees (hereinafter called "Grantor") for and in consideration of the undertakings hereinafter expressed do hereby GIVE, GRANT and SET OVER unto THE COUNTY OF FORT BEND, a political subdivision of the State of Texas (hereinafter called "Grantee") all those certain lands as described, in two tracts, in Exhibit "A" attached hereto and made a part hereof for all purposes.

SAVE AND EXCEPT, however, there is hereby reserved and excepted unto Grantor, its successors and assigns, all of the oil, gas or other minerals of any kind and nature whatsoever in and under and that may be produced and saved from the herein described lands, whether similar or dissimilar and regardless of the method of mining or extraction, now or heretofore, used in drilling for or mining or removing same, together with the right of ingress and egress at all times for the purposes of exploring for, drilling, mining and removing the same therefrom.

TO HAVE AND TO HOLD the herein described property unto Grantee for so long as Grantee uses the said property solely. for purposes of erecting and maintaining a public library thereon, and if the land ceases to be so used by Grantee, the estate hereby granted shall automatically terminate, and said property shall revert unto Grantor, its successors or assigns.

" DEED 854 mar 121

And for the same consideration recited above, Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the premises herein described unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise, subject, however, to the reservations, stipulations and restrictions herein contained.

EXECUTED as of the 27 day of Jacy, 1979.

THE GEORGE FOUNDATION

By Lewis N. White, Trustee

THE STATE OF TEXAS §

Vo. 854 INCE 122

COUNTY OF HARRIS \$

BEFORE ME, the undersigned authority, on this day personally appeared LEWIS N. WHITE, Trustee for THE GEORGE FOUNDATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of 1979.

1000 M

Notary Public in and for Harris County, Texas
My Commission Expires 5-7-81

THE STATE OF TEXAS S

COUNTY OF HARRIS \$

BEFORE ME, the undersigned authority, on this day personally appeared JOHN G. HEARD, Trustee for THE GEORGE FOUNDATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

day of _____, 1979.

OF HERRICA

Notary Public in and for Harris County, Texas
My Commission Expires 5-7-8/

THE "STATE OF TEXAS \$

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. A. ELKINS, Trustee for THE GEORGE FOUNDATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

day of Jay, 1979.

OF WEST

Notary Public in and for Harris County, Texas

My Commission Expires 5-7-8/

-3-

on all in the probabilities and a limit

To that certain Gift Deed from The George Foundation to the County of Fort Bend.

TRACT I

A 4.411 Acre Tract of Land (Vol. 564, Pg. 830; Deed Records), being the original E. A. Hail Tract in the Jane H. Long League, Abstract #55, City of Richmond, Fort Bend County, Texas.

Begin at an axle found in the East line of State Farm Market Road #762 marking the South corner and Place of Beginning for this 4.411 Acre Tract and the West corner of the Fort Bend Country Club Tract;

THENCE, North 30° 24' 45" West, 165.87 feet along the Northeast line of State Farm Market Road #762 to a point in power pole for angle point;

THENCE, North 29° 9' 45" West, 50.04 feet along the Northeast line of State Farm Market Road #762 to an iron pipe found for corner;

THENCE, North 25° 40' 40" East 406.92 feet along a fence line and along the Southeast line of the J. T. & G. E. Fields American Legion Post Tract to an iron pipe found at corner post for corner;

THENCE, North 64° 15' 30" West, 295.93 feet along a fence line and the Northeast line of the American Legion Post Tract to an iron pipe found at corner post for West corner of this Tract;

THENCE, North 24° 54° East, 98.65 feet along the Southeast line of Golfview Drive (60 feet wide), to an iron pipe set for the Northwest corner of this Tract;

THENCE, South 89° 20' 50" East, 547.77 feet along the South line of the Houston Lighting & Power 3.025 Acre strip to an iron pipe found for Northeast corner of this Tract;

THENCE, South 27° 2' 45" West, 859.2 feet along a line of trees and the Northwest line of the Fort Bend Country Club Tract to the Place of Beginning and containing 4.411 Acres of Land.

TRACT II

A 1.991 Acre Tract of Land being a Call 2.00 Acre Tract (Vol. 274, Pg. 52; Deed Records), Jane H. Long League, Abstract #55, City of Richmond, Fort Bend County, Texas.

Begin at an iron pipe set at the intersection of the Northeasterly line of State Farm Market Road #762 (Thompsons Highway), with the Easterly line of Golfview Drive; said point being the West corner of and Place of Beginning for this Tract;

THENCE, North 24° 54' East, along said Golfview Drive, 182.7 feet to an iron pipe found marking the North corner of this Tract;

THENCE, South 64° 15' 30" East, along a fence line, 295.93 feet to an iron pipe found at corner post marking the East corner of this Tract;

© DEED vol 854 rage 124

THENCE, South 25° 40' 40" West, along, a fence line, 406.92 feet to an iron pipe found at corner post marking the South corner of this Tract;

THENCE, North 26° 53' 48" West, along said Farm Market Road #762, 369.52 feet to the Place of Beginning and containing 1.991 Acres of Land.

FILED FOR RECORD

AUG 21 1979

FERRE ELLETT, TEX.

RE: INSPECTION OF THE COURT HOUSE ANNEX:

Inspection of the Court House Annex was not made. Contractor is to advise the court when the Annex is complete.

There being no further business, the court adjourned at 10:15 0'clock A.M.

COUNTY JUDGE

ATTEST:

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 27th day of August, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Special Session of August 20, 1979, as corrected.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts:

RE: OPEN BIDS FOR THE SALE OF A 1956 SERVIS EIGHT FOOT STEEL WHEEL SHREDDER FOR PRECINCT #1:

The Court opened bids for the sale of a 1956 Servis eight foot steel wheel shredder for Precinct #1.

The Court did not take any action.

4 RE: OPEN BIDS FOR ONE OR MORE PICK-UP TRUCK FOR THE ANIMAL CONTROL DEPARTMENT:

The Court opened bids for one or more pick-up truck for the Animal Control Department.

The Bids to be studied and accepted at another court meeting.

5 RE: ACCEPT HIGH BID OF W.K.W CONTRACTORS BY W. K. WILLIAMS FOR THE SALE OF FILL MATERIAL FROM THE SANITARY LANDFILL:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court accepted the high bid of W.K.W. Contractors by W. K. Williams for the sale of Fill Material from the Sanitary Landfill. Bid per Cubic Yard of \$0.40. Bid Form as follows:

BID FORM

FOR: FORT BEND COUNTY

MONDAY, AUGUST 27, 1979 - 9:00 A.M.

FILL MATERIAL FROM THE SANITARY LANDFILL SITE ON KLAUKE ROAD PLEASE RETURN IN DUPLICATE

Approximately 200,000 cubic yards of fill materials will be available at this time.

Bidders may bid on any amount, all loading and hauling must be done by bidder.

Bidder must provide a suitable form of record keeping for Fort Bend County.

Please give approximate date of start, approximate cubic yards per month to be hauled. Type of equipment to be used and complete description of how operation will be run including method to be used to control access to landfill site. Adequate insurance will be required by bidder.

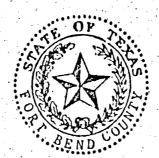
If bid is accepted a suitable contract will be executed with the successful bidder. I wish to purchase all material at landfill site starting at earliest date possible. By Sept. 1st. I own sufficient equipment to remove all material, this includes 1-2 yd. dragline, 1-1 yd dragline, tractors, and road maintenance equipment. T will start digging with the 1 yd machine first and dig in such a way as to give full use of landfill site. As this will be my primary source of material, I will be removing as much material as possible, hopefully 5000 to10,000 yds. per month. I will be buying material for my own business sales, as well as outside customers. A load ticket will be made for each load that is removed from site. A copy of ticket will be left at landfill office, or any other method that is acceptable to county. Payment of material to county will be monthly. Controlled access to landfill can be acheived by installing a gate in fence, or any other method that county may suggest to keep unauthorized persons from landfill site. BID PER CUBIC YARD ___ \$__40 FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES. W.K.W. Contractor Rosenberg Texas

August 27, 1979

DATE

RE: LETTER TO THE GEORGE FOUNDATION FOR THE DONATION OF PROPERTY TO BE USED FOR A NEW CENTRAL LIBRARY SITE:

The following letter was read into the minutes to The George Foundation for the donation of property to be used for a new central library site.



August 27, 1979

Mr. John G. Heard For The George Foundation Vinson & Elkins First City National Bank Building Houston, Texas 77002

Dear Mr. Heard:

The County Judge and Commissioners' Court, on behalf of the citizens of Fort Bend County, wish to express our deep gratitude to The George Foundation for the donation of property to be used for a new central library site.

Since the Georges were so vitally interested in educational and cultural endeavors, the new library should be a fitting memorial to the Georges and a constant reminder of their generosity to the people of Fort Bend County.

Tony

County

Jebbi

Ed H. Helwig

Commissioner, Pct. #3

County Commissioner, Pct. #4

Sincerely yours,

FORT BEND COUNTY COMMISSIONERS' COURT

Johnnie Pustka

colunty Commissioner, Pct. #1

W. Lee Schmidt

County Commissioner, Pct. #2

CC:nl

OFFICE OF

JODIE E. STAVINOHA

· COUNTY JUDGE

FORT BEND COUNTY

P. O. BOX 368

RICHMOND, TEXAS 77469

342-2896

RE: MR. FRANK ILDEBRANDO, UNDERWOOD, NEUHAUS & COMPANY, INC. - FINANCING FOR COURTHOUSE RENOVATION:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, Commissioner Tony Jebbia and Commissioner W. Lee Schmidt opposed, County Judge Jodie Stavinoha casting the tie-breaking vote and duly passed, the court ordered that notice be posted with the intent that the Commissioner Court to issue Certificates of Obligations up to the amount of \$1,250,000.00 to be used precisely for the renovation of the Courthouse. Certificates that are not needed will not be issued.

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8 RE: VAL-TEC VOTING MACHINES:

The Court discussed the misprogramming of the Val-Tec Voting Machines.

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized the County Judge, with the aid of the District Attorney to further investigate the problem connected with the Vel-Tec Voting Machines and to report back to the court as soon as a decision is received from the Secretary of States Office.

RE: LETTER OF RESIGNATION FROM JOHN W. RAGSDALE, PRESIDING JUDGE FOR PRECINCT #7
AND APPOINT A NEW PRESIDING JUDGE AND ALTERNATE JUDGE FOR PRECINCT #7:

This was not acted on at this time. To be put on the agenda for next Court Meeting. Commissioner Pustka to check this out before approval of same.

D RE: MR. HOLLIE STANLEY - FINAL APPROVALOF CLARK PLAZA I, SECTION 2:

No action taken. Did not appear before the court.

RE: APPROVAL OF PLAT FOR TOWNEWEST SECTION 4, RESERVE C REPLAT IN PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, Commissioner Pustka was absent, and duly passed, the court approved the plat of Townewest Section 4, Reserve C replat in Precinct #3, being in the Benjamin M. George Survey A-175 in Fort Bend County, Texas.

Z RE: MRS. JEAN ADAMS, DIRECTOR OF THE FORT BEND COUNTY PLANNING & SERVICE ORGANIZATION: REQUEST FOR A LETTER OF AGREEMENT BETWEEN FORT BEND COUNTY AND THE FORT BEND COUNTY PLANNING AND SERVICE ORGANIZATION ON THE ARCOLA SCHOOL BUILDING:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H.

Helwig, and duly passed, the court authorized the following letter of agreement.

Assignment of the Old Oak Lane School in Arcola Texas on Coen Road to Fort Bend

County Planning and Service Organization Inc. of which all maintenance and lighting
to be their responsibility for a period of one year. Letter and plat as follows:

Fort Bend County Texas

Bouche Mickey, President Fort Bend County Planning & Service Organ. Inc. P.O. Box 32/3720 Airport Rd. Rosenberg, Texas

August 27, 1979

Dear Sir:

The County of Fort Bend will provide the use of the Oak Lane School in Arcola for the Fort Bend County, Title III B-1 and Title III C-1 nutrition Project with the following space for the period beginning January 1, 1980 and ending December 31, 1980.

The total square footage involved is 8,500. This 8,500 square feet includes the following space.

1. Gym with stage area

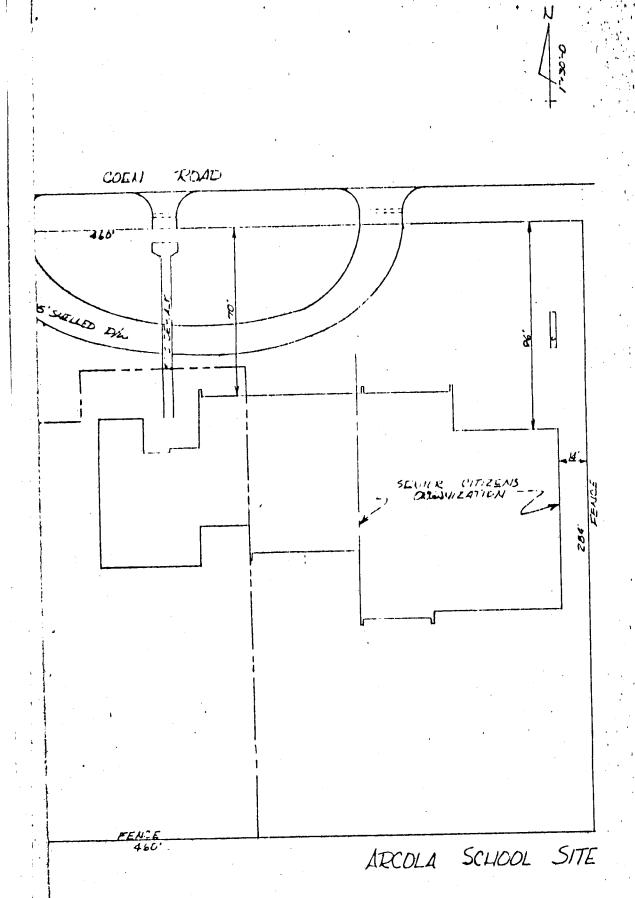
2. Kitchen

3. Two storage rooms

4. Restrooms for both males and females

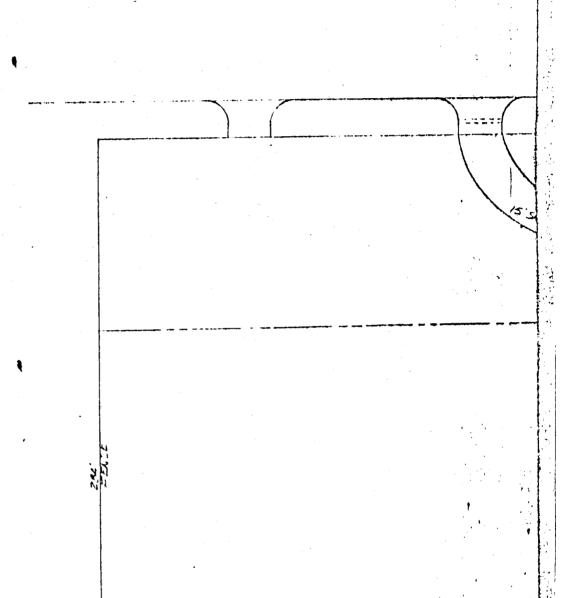
The value of this space is estimated to be \$4,500.00. For use of the school building the Ft. Bend County Planning and Service Organization, Inc. will assume responsibility for payment of all utilities and insurance. The organization will also be responsible for any outside organization's use of the building.

This space involved as listed above meets the health, fire and sanitation regulations.



ALCOLA SCHOOL SITE OF

-6-



7 RE: MR. DAN LYNCH, TRAFFIC ENGINEERS, INC. - STATUS REPORT ON TRAFFIC STUDY:

Mr. Dan Lynch, Traffic Engineers, Inc. gave status report on Traffic study was
in Fort Bend County, which he informed the court that he/running behind schedule on
his study. He told the court that an application will be made on obtaining road signs
for the county. The following is a report he gave on F.M. 2234 Traffic Volumes.

		1976	1978	1979
1.	N. of Court Rd	6,580	11,700	12,755
	E. of Mo. City		6,770	NA
	W. of S.H. 288		4,930	5,709

RE: CONSIDER BILL FROM TRAFFIC ENGINEERS, INC:

The Court also, discussed the payment of quarterly bill presented by Traffic Engineers, Inc. The court informed the Traffic Engineers Inc, would not get paid until the county receives grant money.

RE: APPROVAL OF PLAT OF OYSTER CREEK COUNTRY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approve the plat of Oyster Creek Country, subject to receiving Irrevocable letter of credit in lieu of bond. Being a subdivision of 128.304 acres of land in the Thomas Barnett League Abstract 7, Fort Bend County, Texas.

RE: SGT. RICHARD LENOIR, DEPARTMENT OF PUBLIC SAFETY - REQUEST FOR APPROVAL TO ADVERTISE FOR BIDS FOR RADAR UNITS:

Sgt. Richard Lenoir with the Department of Public Safety made a request for approval to advertise for bids for radar units to be assigned to the following 1 for Constable Precint #2, 1 for Constable Precinct #4, 5 for the Sherrifs Department and 5 for the Highway Patrol. He was advised that this should be put in budget request for next year and it would be taken under consideration at Budget hearing time.

RE: MR. GEORGE ROANE AND MR. JARVIS ROSENBAUM - DISCUSS ROAD EASEMENT ALONG RANSOM ROAD:

Mr. George Roane and Mr. Jarvis Rosenbaum appeared before the court to discuss the Road Easement along Ransom Road. Mr. Roane and Mr. Rosenbaum informed the court that the American Legion Post of Richmond is planning to build an American Legion Hall which will be used for Community Affairs on property near the Fort Bend County Jail property. The Court informed Mr. Roane and Mr. Rosenbaum that there is an existing dedicated 60' easement which can be used for ingress and egress to the property.

RE: MS. LYNN GAMMON, HOMECRAFT LAND DEVELOPMENT CO. - STREET NAME CHANGE IN MISSION BEND SOUTH, SECTION IV:

The court took no action. Postponed until next court meeting. District Attorney to check out procedure before action is taken.

The court recessed at 12:15 o'clock P.M. until 1:30 o'clock P.M.

The Court re-convened at 1:30 o'clock P.M. when the following orders were passed, to-wit:

SHERIFF ERVIN HURTA-REQUEST FOR CHANGE IN THE DRAWING OF THE ID ROOM IN THE NEW FORT BEND COUNTY JAIL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, Commissioner Johnnie Pustka opposed, and duly passed, the court ordered that the Sheriffs request for change in the drawing of the I.D. Room, in the amount of \$1420.00, be acknowledged, but denied. Commissioner Pustka asked that the change order be granted if the money is available.

70 RE: CONSIDER CHANGE ORDER #1 FOR NEW JAIL WITH SPAW-GLASS INC.:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved all changes in Change order #1 for the New Jail with Spaw-Glass Inc., except items 3 & 9 and Item 2 on attachment #1. Change Order \$58,027.00 less \$3,750.00 leaving a total of \$54,277.00. Number One as follows:

OWNER CHANGE ARCHITECT ORDER CONTRACTOR FIELD AIA DOCUMENT G701 . OTHER PROJECT: FORT BEND COUNTY JAIL

(name, address) Richmond, Texas

CHANGE ORDER NUMBER:

TO (Contractor)

SPAW-GLASS, INC. P. O. Box 25025 Houston, Texas 77005 ARCHITECT'S PROJECT NO: 7901 CONTRACT FOR: complete construction of a jail

CONTRACT DATE:

You are directed to make the following changes in this

7	one and one of the contract.		
1.	Omit lime stabilization of subgrade at asphalt paving.	DEDUCT :	9,800
4,	Omit Flex-cell joint filler @ interior masonry control	joints. DEDUCT	1,500
-101-	Change plaster colling @ Room 96 "Pablic Visiting" to ac	oustical.	•
	ceiling	DEDUCT -	-2,000 -
4.	Various Mechanical changes - per Attachment #1	DEDUCT	4,400
5.	Various Electrical changes - per Attachment #2	DEDUCT	7,453
6.	Miscellaneous deducts by Spaw-Glass, Inc. & Subcontractor	cs .	
	due to double coverages, etc.	DEDUCT	28,334
7.	Use fill furnished by County non-structural - site fill		
	2,800 cy @ \$1.00/cy	DEDUCT	2,800
8.	Delete painting of Plumbing Chases	DEDUCT	1.190
χ9 	Use 18 x 8 Vitrified Tile We in lieu of Site Manhala	DEDUCE	1,150

TOTAL DEDUCT:

\$ 58,027

The original Contract Sum was	r was	\$ -0- \$ 3,149,000.00 \$ 58,027.00
Christopher DiStefano & Assoc 1800 St. James, Suite 501 Address	Spaw-Glass, Inc. CONTRACTOR 25025	County of Fort Bend OWNER 368 Address
Houston, Texas 77056 By Chus & Stefano	Houston, Texas 77005 By John J- Hayes	Richmond, Texas 77469
DATE 8-8-79 /	DATE August 17, 1979	DATE 8/27/79

CHANGE ORDER #1

ATTACHMENT #1

MECHANICAL CHANGES

1. Delete all insulation on domestic cold water DEDUCT \$ 3,200

2. Delete lead flackings at all drain in the ground floor clab and install only on roof drains.

(Details A B C on P 9)

TOTAL \$ 4,400

CHARLES G. HEYNE & CO., INC.

CHANGE ORDER #1

ATTACHMENT #2

ELECTRICAL CHANGES

1.	Price revision on fixtures and gear. DEDUCT	\$ 2,200
2.	If General Contractor furnishes the emergency generator (hook up by B & T) DEDUCT	3,669
3.	If General Contractor furnishes the lightning protection system. DEDUCT	 1,584
•	TOTAL	\$ 7.453

BALTHROP AND TAYLOR, ELECTRICAL CONTRACTORS

RE: ACCEPT COUNTRY LANE INTO THE COUNTY ROAD SYSTEM IN PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to accept Country Lane into the County Road System in Precinct #1, as follows:

FIELD NOTES FOR A 60 FOOT WIDE ROAD EASEMENT THROUGH A 50.46 ACRE TRACT OF LAND BEING THE SOUTHEAST 1/2 OF LOT 14 OF THE MENNONITE COLONY SUBDIVISION IN THE BARNABAS WICKSON LEAGUE, ABSTRACT 95, FORT BEIND COUNTY, TEXAS.

COMMENCIAN at the North corner of the aforementioned 50.46 acre tract as located in Psencik Road;

THENCE South 64 degrees 27 minutes East along the Northeast line of said 50.46 acre tract as located in Psencik Road, 417.53 feet to a point on said line for the North corner and Place of Beginning of the herein described 60 foot wide road easement;

THENCE South 45 degrees West along a line establishing the Northwest line of the herein described 60 foot wide road easement, 2218.39 feet to a point in the Southwest line of a 19.96 acre tract for the West corner of the herein described 60 foot wide road easement, said point also being in the Northeast line of an adjoining 5.322 acre tract;

THEMCE South 45 degrees East along the Northeast line of said 5.322 acre tract, at 30 feet pass the East corner of said 5.322 acre tract same being the North corner of an adjoining 1.770 acre tract and continuing for a total distance of 60 feet to a point in the Northeast line of said 1.770 acre tract for the South corner of the herein described 60 foot wide road easement;

THENCE North 45 degrees East along a line establishing the Southeast line of the herein described 60 foot wide road easement, 2239.57 feet to a point in the Northeast line of the aforementioned 50.46 acre tract for the East corner of the herein described 60 foot wide road easement;

THENCE North 64 degrees 27 minutes West along the Northeast line of said 50.46 acre tract as located in Psencik Road, 63.62 feet to the Place of BEGINNING and containing 3.070 acres of land.

Chali Kalkomey, RPS

No. 1399
July 23, 1975

FIELD NOTES FOR A 0.0244 ACRE TRACT OF LAND BEING A PART OF A 6.322 ACRE TRACT OF LAND OUT OF A 50.46 ACRE TRACT OF LAND BEING THE SOUTHEAST 1/2 OF LOT 14 OF THE MENNONITE COLONY SUBDIVISION IN THE BARNABAS WICKSON LEAGUE, ABSTRACT 95, FORT BEND COUNTY, TEXAS.

COMMENCING at the North corner of the aforementioned 50.46 Acre Tract as located in Psencik Road;

THENCE South 64 degrees 27 minutes East along the Northeast line of said 50.46 Acre Tract as located in Psencik Road, 449.34 feet to a point on said line at its point of intersection with the centerline of a 60 foot wide road bearing in a Southwesterly direction;

THENCE South 45 degrees West along the centerline of said 60 foot wide road, 2126.70 feet to a 3/4 inch Iron Pipe found at the East corner of the said 6.322 Acre Tract;

THENCE North 45 degrees West along the Northeast line of said 6.322 Acre Tract, 30 feet to an Iron Pipe set for the most Northerly East corner and Place of Beginning of the herein described 0.0244 Acre Tract;

THENCE North 45 degrees West continuing along the Northeast line of said 6.322 Acre Tract, 20 feet to an Iron Pipe set on said line at the beginning of a curve to the left;

THENCE around said curve to the left having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 50 feet, 78.54 feet to an Iron Pipe set in the Southeast line of said 6.322 Acre Tract for the South corner of the herein described 0.0244 Acre Tract;

THENCE North 45 degrees East along the Southeast line of said 6.322 Acre Tract, 20 feet to an Iron Pipe set for the most Southerly East corner of the herein described 0.0244 Acre Tract, said point being in the Southwest side of the aforementioned 60 foot wide road;

THENCE North 45 degrees West along said line, 30 feet to an Iron Pipe set for a reentry corner to the herein described 0.0244 Acre Tract, said point being the West corner of said 60 foot wide road;

THENCE North 45 degrees East along the Northwest line of said 60 foot wide road, 30 feet to the Place of BEGINNING and containing 0.0244 acre of land, more or less.

Charlie Kalkomery RPS

Charlie Kalkomey, RPS No. 1399 March 26, 1979

FIELD NOTES FOR A 0.0244 ACRE TRACT OF LAND BEING A PART OF A 2.770 ACRE TRACT OF LAND OUT OF A 50.46 ACRE TRACT OF LAND BEING THE SOUTHEAST 1/2 OF LOT 14 OF THE MENNONITE COLONY SUBDIVISION IN THE BARNABAS WICKSON LEAGUE, ABSTRACT 95, FORT BEND COUNTY, TEXAS.

COMMENCING at the North corner of the aforementioned 50.46 Acre Tract as located in Psencik Road;

THENCE South 64 degrees 27 minutes East along the Northeast line of said 50.46 Acre Tract as located in Psencik Road, 449.34 feet to a point on said line at its point of intersection with the centerline of a 60 foot wide road bearing in a Southwesterly direction;

THENCE South 45 degrees West along the centerline of said 60 foot wide road, 2126.70 feet to a 3/4 inch Iron Pipe found at the North corner of the aforementioned 2.770 Acre Tract;

THENCE continuing South 45 degrees West along the Northwest line of said 2.770 Acre Tract, 30 feet to an Iron Pipe set in the Southwest line of said 60 foot wide road for the most Westerly North corner and Place of Beginning of the herein described 0.0244 Acre Tract;

THENCE continuing South 45 degrees West along the Northwest line of said 2.770 Acre Tract, 20 feet to an Iron Pipe set on said line in a curve to the left;

THENCE around said curve to the left having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 50 feet, 78.54 feet to an Iron Pipe set in the Northeast line of said 2.770 Acre Tract for the East corner of the herein described 0.0244 Acre Tract;

THENCE North 45 degrees West along the Northeast line of said 2.770 Acre Tract, 20 feet to an Iron Pipe set in the Southeast line of the aforementioned 60 foot wide road for the most Easterly North corner of the herein described 0.0244 Acre Tract;

THENCE South 45 degrees West along the Southeast line of said 60 foot wide road, 30 feet to an Iron Pipe set at a reentry corner to the herein described 0.0244 Acre Tract, same being the South corner of the aforementioned 60 foot wide road;

THENCE North 45 degrees West along the Southwest line of said 60 foot wide road, 30 feet to the Place of BEGINNING and containing 0.0244 acre of land, more or less.

Charlie Kack omey Charlie Kalkomey, RPS

No. 1399

March 26, 1979

CHARLIE KALKOMEY SURVEYING, INC. 1702 WALGER STREET ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033

FIELD NOTES FOR A 0.0128 ACRE TRACT OF LAND BEING A PART OF A 2.00 ACRE TRACT OF LAND OUT OF A 50.46 ACRE TRACT OF LAND BEING THE SOUTHEAST 1/2 OF LOT 14 OF THE MENNONITE COLONY SUBDIVISION IN THE BARNABAS WICKSON LEAGUE, ABSTRACT 95, FORT BEND COUNTY, TEXAS.

COMMENCING at the North corner of the aforementioned 50.46 Acre Tract as located in Psencik Road;

THENCE South 64 degrees 27 minutes East along the Northeast line of said 50.46 Acre Tract as located in Psencik Road, 449.34 feet to a point on said line at its point of intersection with the centerline of a 60 foot wide road bearing in a Southwesterly direction;

THENCE South 45 degrees West along the centerline of said 60 foot wide road, 2126.70 feet to a 3/4 inch Iron Pipe found at the West corner of said 2.00 Acre Tract;

THENCE South 45 degrees East along the Southwest line of said 2.00 Acre Tract, 30 feet to an Iron Pipe set in the Southeast line of said 60 foot wide road for the West corner and Place of Beginning of the herein described 0.0128 Acre Tract;

THENCE continuing South 45 degrees East along the Southwest line of said 2.00 Acre Tract, 20 feet to an Iron Pipe set on said line in a curve to the left;

THENCE around said curve to the left having a central angle of 53 degrees 07 minutes 48 seconds and a radius of 50 feet, 46.36 feet to an Iron Pipe set in the Southeast line of the aforementioned 60 foot wide road for the North corner of the herein described 0.0128 Acre Tract;

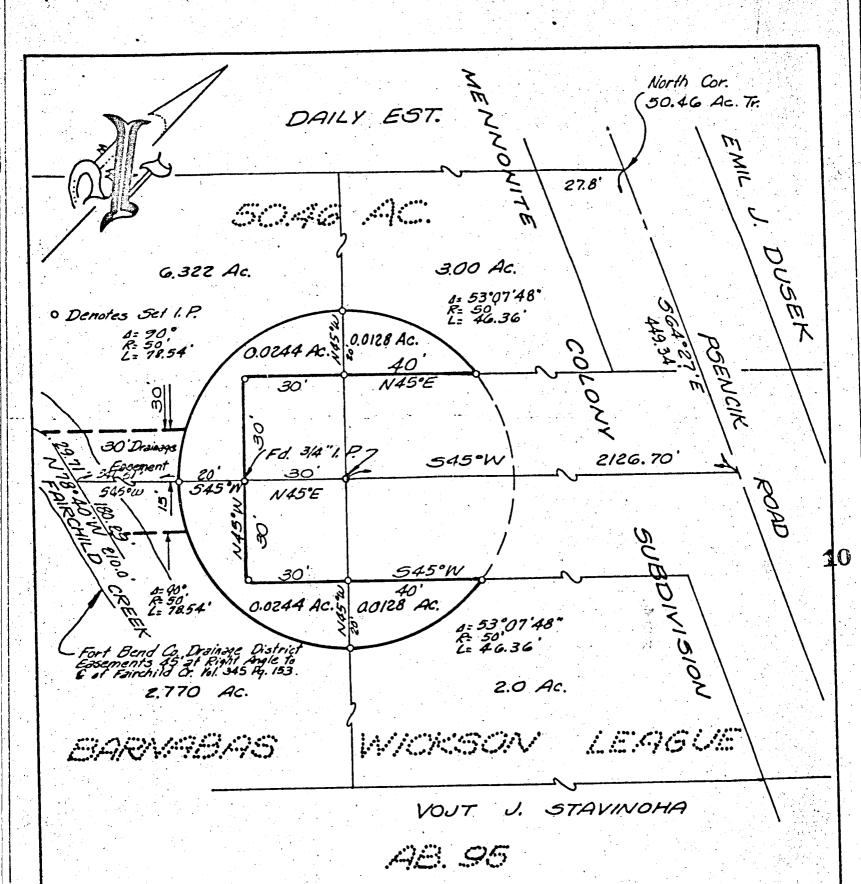
THENCE South 45 degrees West along the Southeast line of said 60 foot wide road, 40 feet to the Place of BEGINNING and containing 0.0128 acre of land, more or less.

Charlie Kalkomey, RPS

Charlie Kalkomey

No. 1399

March 27, 1979



PROPOSED 50' RADIUS

OF A CUL-DE-SAC & 30' WIDE DRAINAGE EASEMENT OUT OF A 50.4G ACRE TRACT OF LAND BEING THE SOUTHEAST 'I'Z OF LOT 14 OF THE MENNONITE COLONY SUBDIVISION W THE BARNABAS WICKSON LEAGUE AB. 95 FORT BEND COUNTY, TEXAS

SCALE: 1"=30"



I, CHARLIE KALKOMEY, a Registered Public Surveyor, do hereby certify that this plat is a record of a survey made under my supervision on the ground and truly represents the facts as found in this month of March, 1979.

Na 1399

Signed Charlie Calomen CHARLIE KALKOMEN ROSENBERG, TEXAS

JOB NO. 399-02-FA

12 RE: APPROVAL OF PURCHASE OF NEW CHAIRS FOR ANNEX FROM BRAZOS OFFICE SUPPLY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the purchase of 15 chairs for the Courthouse Annex from Brazos Office Supply, as follows

7 chairs #3805 V.I.P. Series and 8 Chairs #3815 V.I.P. Series

23 RE: ORDER TO ACCEPT COURTHOUSE ANNEX:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court agreed that the courthouse annex is substantially complete.

Make payment of approximately \$100,000.00 leaving a balance of approximately \$30,000.00.

Allocate money out of Revenue Sharing E.P.10.

There being no further business, the court adjourned at 2:40 o'clock P.M.

COUNTY JUDGE

ATTEST:

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND

BE IT REMEMBERED That on the 4th day of September, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE BILL3:

All Accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' Office, as approved by the Commissioners' Court in person in September (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners' Court on Commissioner Motion of/Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed and approved.

There being no further business the court adjourned at 11:30 o'clock A.M.

ATTEST:

COUNTY CLERK

-1-

RECULAR SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 10th day of September, 1979, the Commissioners Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the minutes of Special Sessions of August 27, 1979 and September 4, 1979, as corrected.

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

RE: LETTER FROM JAMES PATTERSON READ INTO THE MINUTES:

The following letter from James Patterson was read into the minutes, concerning the quick response of Joe Tyson with the Fort Bend County Ambulance Service.

Judge Stavinoha & County Commissioners Fort Bend County Courthouse Richmond, Texas 77469

September 1, 1979

Gentlemen:

On Sunday, August 26, 1979, a tragedy struck our family when my father suddenly died at our home in Sugar Land.

The purpose of this letter is to tell you how much my wife and I appreciated the quick response of Joe Tyson with the Fort Bend County Ambulance.

Joe was obviously very knowledgeable and he made good use of the knowledge of the Sugar Land Fire Department E. M. T.'s. However, just as important, he showed concern and compassion when dealing with my mother and other relatives. We will always remember how nice and helpful he was to our family on that Sunday Afternoon at the time of my father's death.

Sincerely,

James Patterson 314 S. Belknap

Sugar Land, Texas 77478

1.1			•													e 1
4.	RE:	RECOGNITION	OF .	CHECK	TN	THE	AMOTH	NT (OF :	\$442.0	00 RF	CETVED	FROM	THE	HOUSTON	SPORTS
· •																0.00
		ASSOCIATION	FOR	THE	REST	ORAT	TON (OF '	THE	FORT	BENI	COUNTY	COUL	RTHOU	JSE:	

Entered into the minutes the recognition of check in the amount of \$442.00 received from the Houston Sports Association, for the restoration of the Fort Bend County Courthouse.

5 RE: ACCEPT LOW BID OF GEORGE PHARIS CHEVROLET, INC. SUGAR LAND, TEXAS FOR 1 PICK-UP FOR THE FORT BEND COUNTY ANIMAL CONTROL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the low bid of George Pharis Chevrolet, Inc. of Sugar Land, Texas for 1 pickup truck for the Fort Bend County Animal Control in the amount of \$5,675.86. Bid as follows:

	34-79 BEND COU	NTY	George Pharis Chevrolet, Inc. P. O. BOX 49					
		***************************************	suc	AR LAND, TEXA	S 77478			
			Color: 1/A/	BLUE Trim	: 1BLUEVINY			
Seleaman F	Leet-Jo	HN KONN			2			
	<i>F</i>	LEET MGR			9			
Madal C.C.	10903 - 1	379 PHD	VROLET F.	LPATSIN	e Picicip			
Model 9' L	3 eD Cost	List	K(Cost	List 10			
Base	-		_ Wheel-Covers					
Freight			_ Interior					
Body			TINTED	GLASS	26.52			
			Ain Co	<u>~ D</u>	447.72			
Turbo			Power	RRAKE	5 60.84			
P/S			AUTO	TRANS	288.60			
P/B			Yower	2 STEER,	NG 154.44			
A/C	Remove	KADIB-			•			
Mirror	•		CHROM	e FRT BU	nPer 21.06			
Engine			14.12.78	3-15BB	· S. W. Tines			
Windows			4.1217	28 350"	6CYL-570			
Door Locks		LOCAL -	STEP 10	CAR BU.	nPer 75.00			
			-					
Tilt			<u> </u>					
Cruise			_	· · · · · · · · · · · · · · · · · · ·				
Seat Belts			<u> </u>					
Body Side			<u> </u>					
Door Edge			Total	5675.8	6			
Mats				Incl. D&H				
Bump Guard	8		-	huller	mealing			

RE: ACCEPT HIGH BID OF GENE DINGES FOR THE SALE OF ONE 1956 SERVIS 8' STEEL WHEEL SHREDDER FOR PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt and duly passed, the court accepted the high bid of Gene Dinges for the sale of one 8'
Steel Wheel Shredder for Precinct #1, in the amount of \$106.42.

RE: APPOINTMENT OF PRESIDING JUDGE AND ALTERNATE JUDGE FOR PRECINCT #7:

On Motion of Commissioner Johonnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court appointed Rose Jaynes as Presiding Judge for Precinct #7 to replace John W. Ragsdale and Daniel R. Booth as Alternate Judge to take the place of Rose Jaynes.

RE: DISCUSS PRECINCT AND DRAINAGE DISTRICT PAY PERIODS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court discussed the pay period for Precinct and Drainage District employees. The court ordered that the pay period be left like it is.

RE: MIKE HUMPHREYS, JUVENILE PROBATION OFFICER- REQUEST TO AMEND TRAVEL BUDGET AND BRAZORIA COUNTY CONTRACT BUDGET:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to amend the Juvenile Probation office budget for the Brazoria County Contract in the amount of \$5,000.00 to be paid out of the Emergency General Fund to cover the remainder of the year.

D RE: APPROVE THE REQUEST FOR TWO ADDITIONAL APPOINTMENTS TO THE CHILD WELFARE BOARD:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the request for two additional appointments to the Child Welfare Board as follows:

- 1. Mr. David Myers of Route 2, Richmond, Texas
- 2. Dr. F. J. Boland, Robinson Road, Missouri City, Texas

RE: APPROVE THE PAYMENT OF BILL TO CHISTOPHER DI STEFANO & ASSOCIATES, INC FOR ARCHITECT FEE FOR THE FORT BEND COUNTY COURTHOUSE ANNEX:

On motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the payment of bill to Christopher DiStefano and Association, Inc. for Architect fee in the amount of \$1,325.40 for the Fort Bend County Courthouse Annex. Bill as follows: TO:

County of Fort Bend

P. O. Box 368

Richmond, Texas 77469

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FROM:

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501

Houston, Texas 77056

DATE:

August 31, 1979

RE:

FORT BEND COUNTY COURTHOUSE ANNEX

Contractor's Pay Request #11: \$94,671.70 - APPROVED Architect's fee $(94,671.70 \times 7\% \times 20\%)$

DUE ARCHITECT: \$1,325.40

12 RE: REQUEST FOR PERMIT TO CROSS COUNTY ROADS WITH FRESH WATER PIPELINE BY TEXAS BRINE CORPORATION:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, Commissioner Tony Jebbia opposed, and duly passed, the court approved the request for permit to cross county roads with Fresh Water Pipeline by Texas Brine Corporation as set forth in the application. Commissioner Jebbia, opposed, said it shouldnot be approved until precedence is set by Brazos River Authorities.

GRANTING PIPE LINE CROSSING

TO THE HOMORABLE COMMISSIONERS COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COITES NO!!

TEXAS BRINE CORPORATION

2000 West Loop South, Houston, Texas 77027

Lacting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or high-

ways, or any drainage ditch construction of the Fort Bend County
Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this $\frac{27\%}{4}$ day of

Attest: Secretary

TEXAS BRINE CORPORATION

John Rutherford

State of Texas

County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared Tolor Rutherford, known to me to be the person and officer whose name is subscribed to the foregoing instrument as Urce PRESIDENT of TEXAS BRINE CORPORATION, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 27 day August 1979.

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S. J. Starter

Notary Public (n and for Harris County, Texas

My Commission Expires
July 30, 197830

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(Printed name of Notary Public)

PERMIT

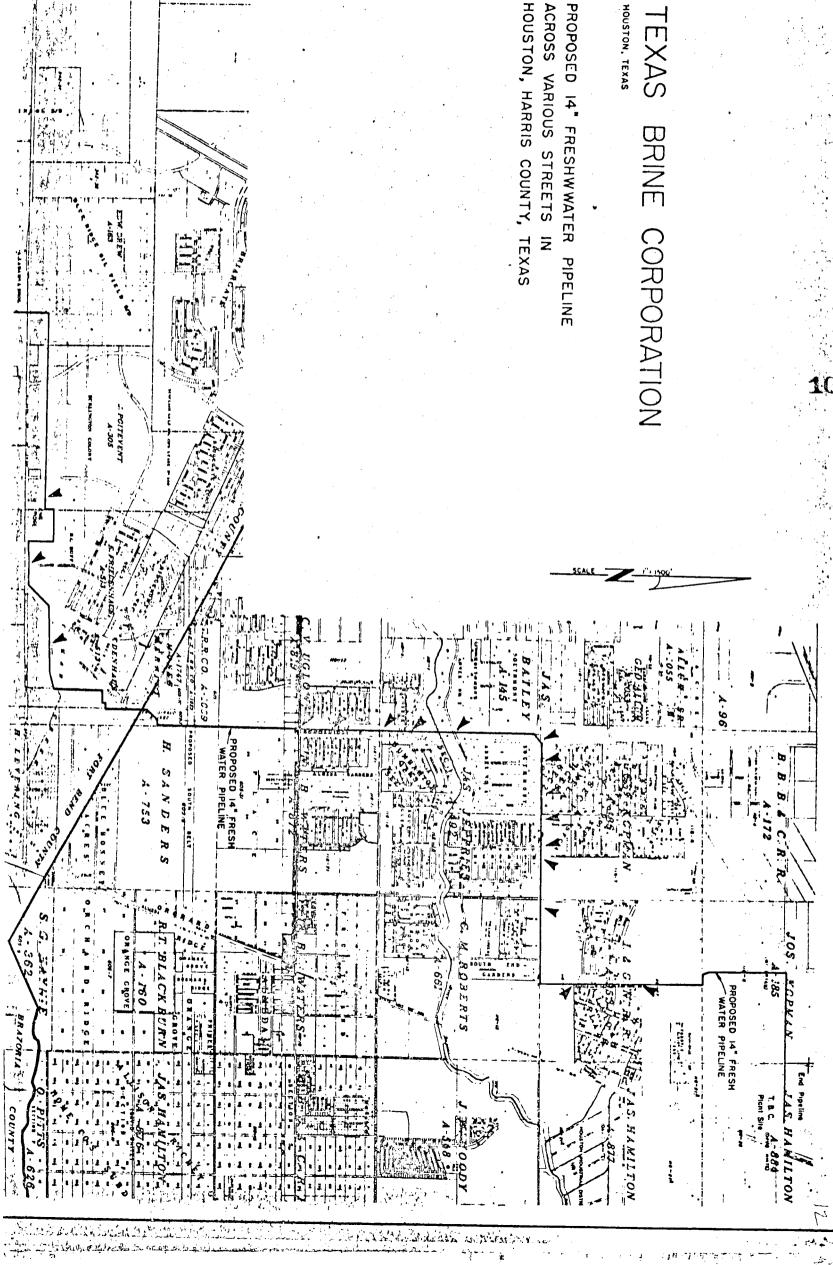
IN THE COMMISSIONERS' COURT ---- FORT BEND COUNTY, TEXAS ON THIS the 10 day of on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried water and/or brine pipeline under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried pipeline is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

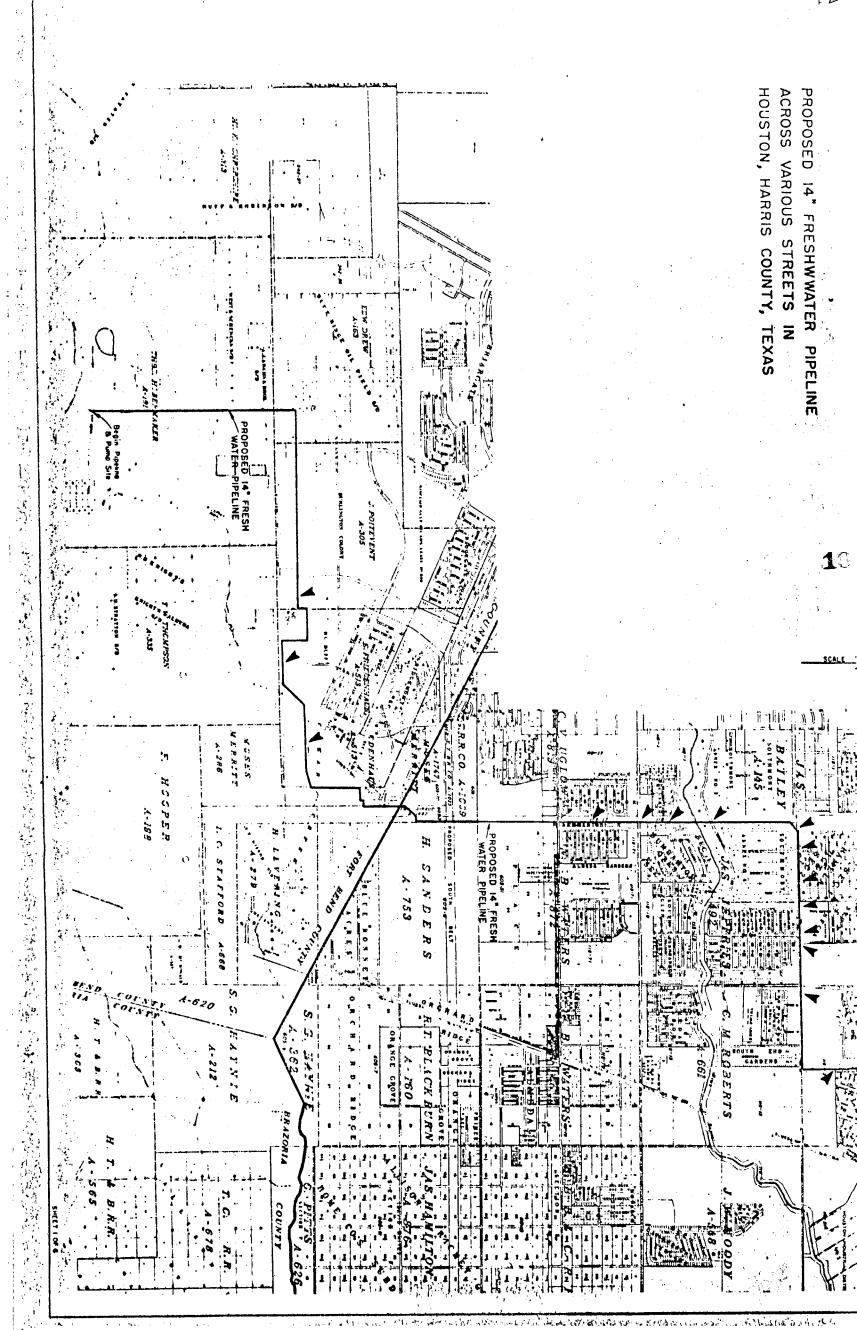
> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

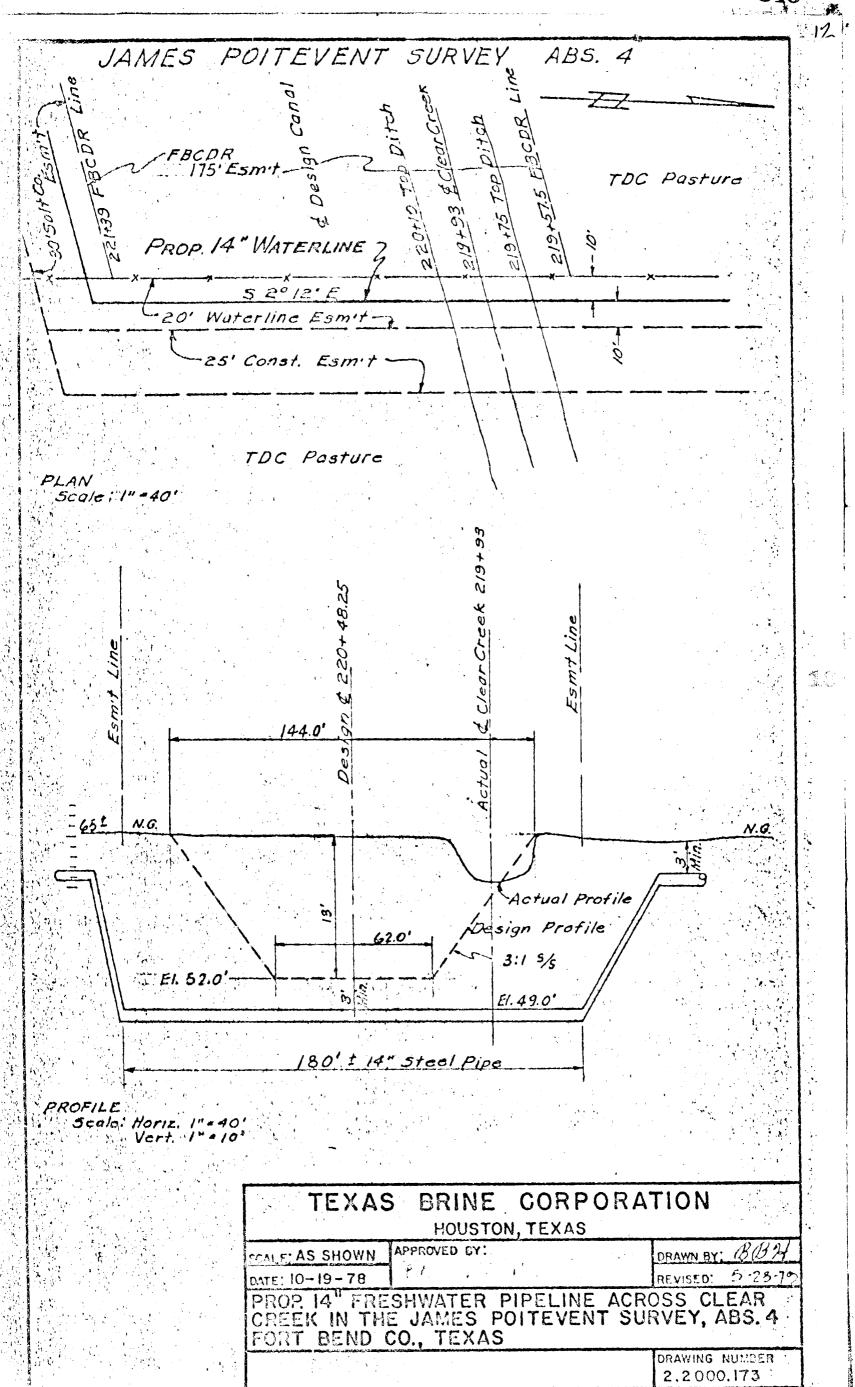
y: ///

County Judge

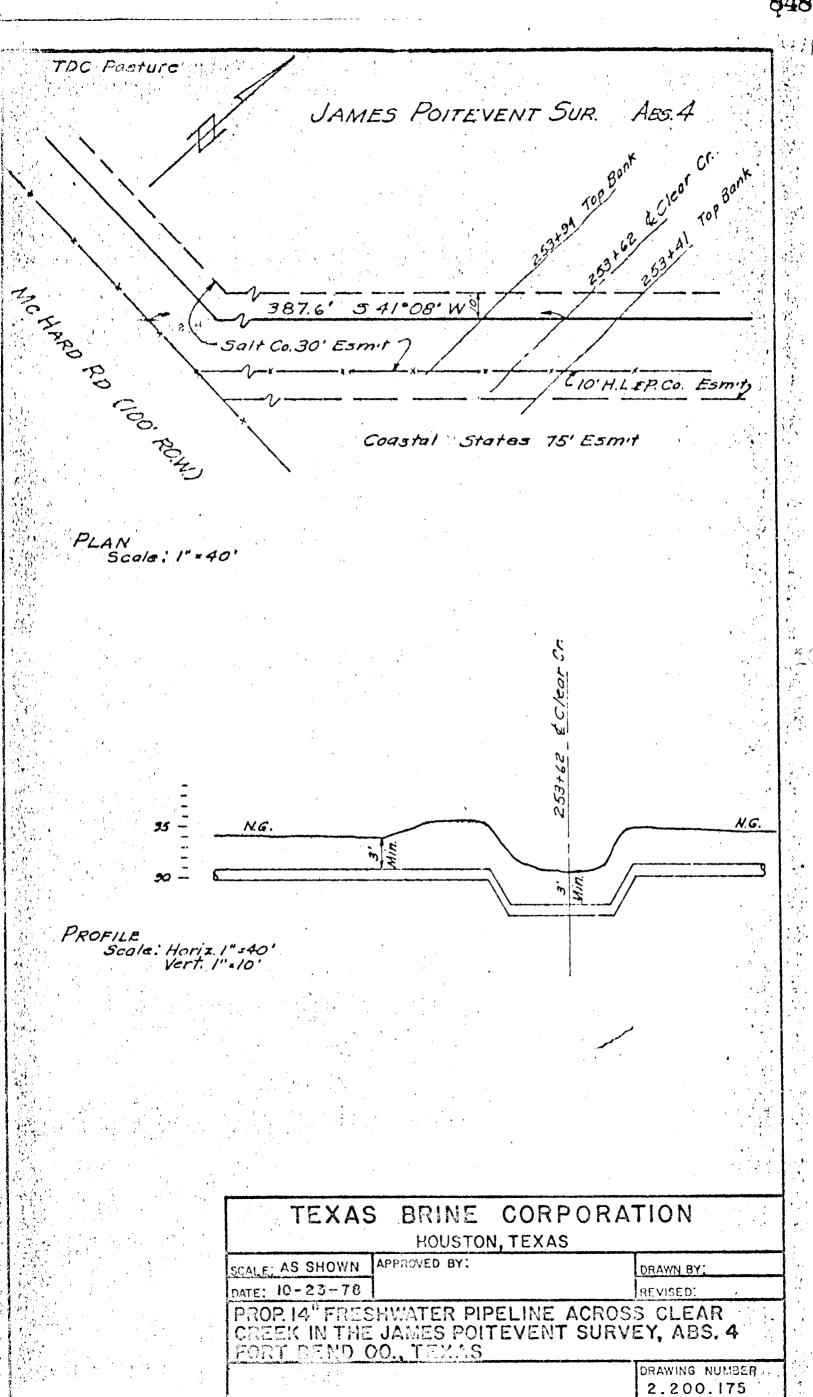
PROPOSED 14" FRESHWWATER PIPELINE HOUSTON, TEXAS

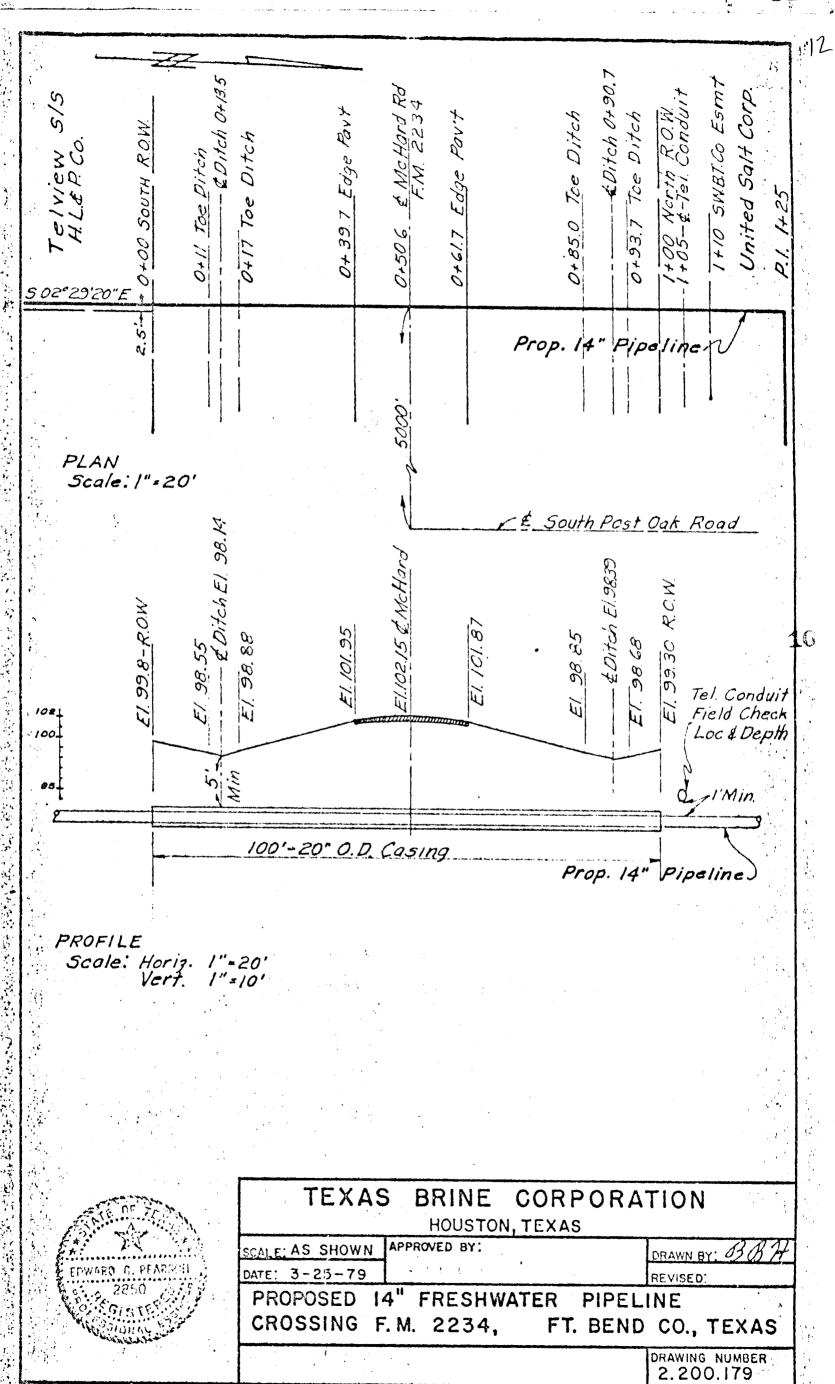


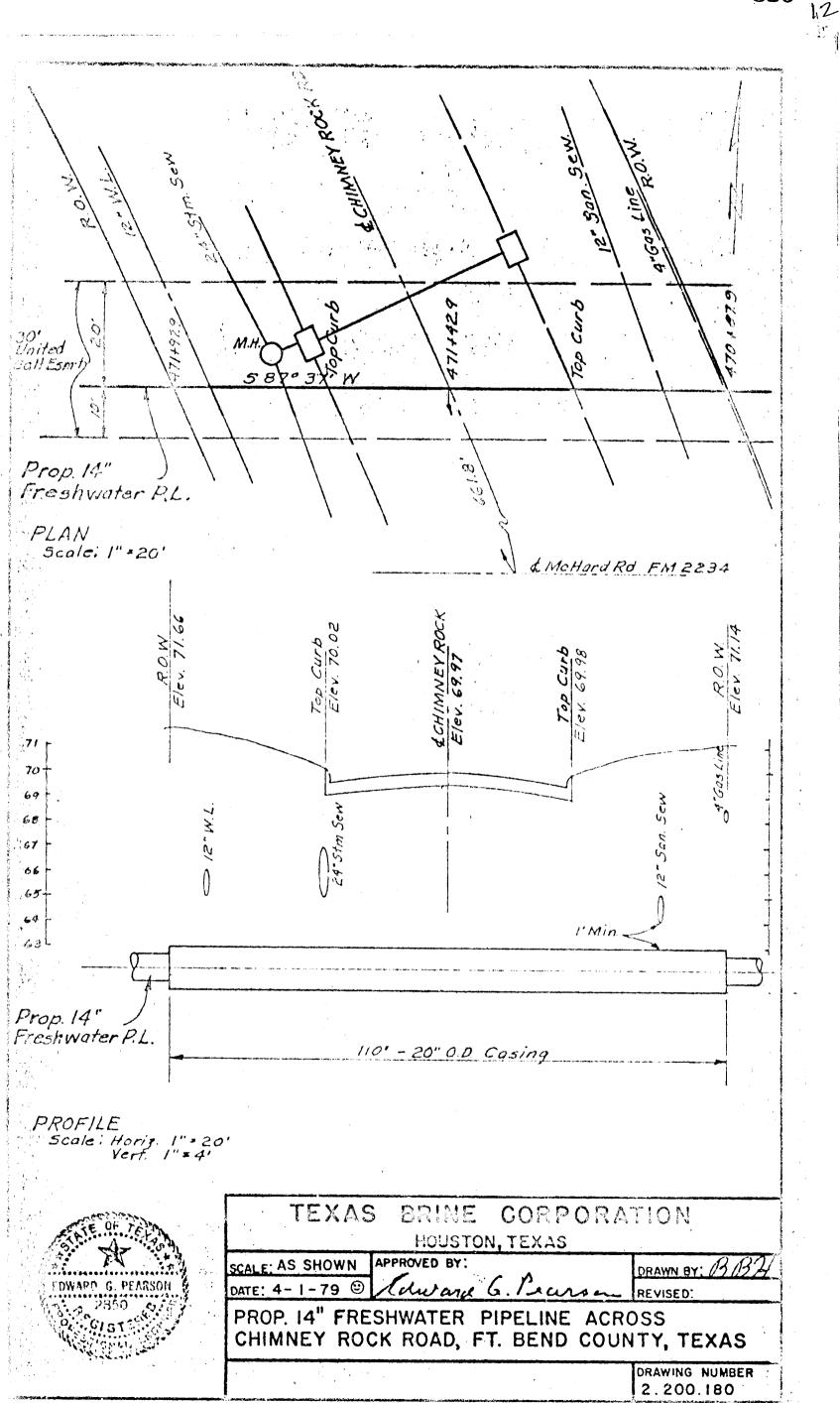


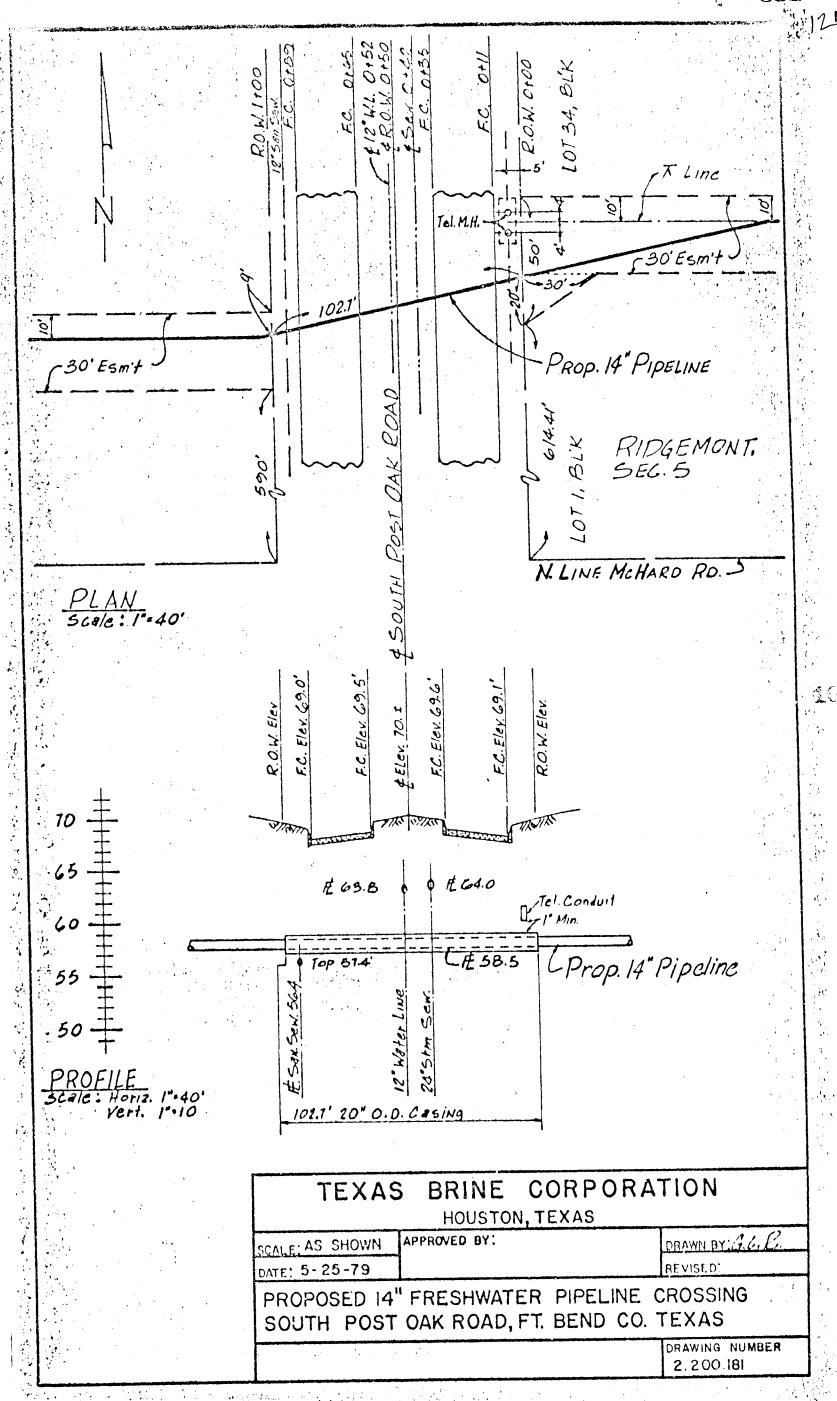


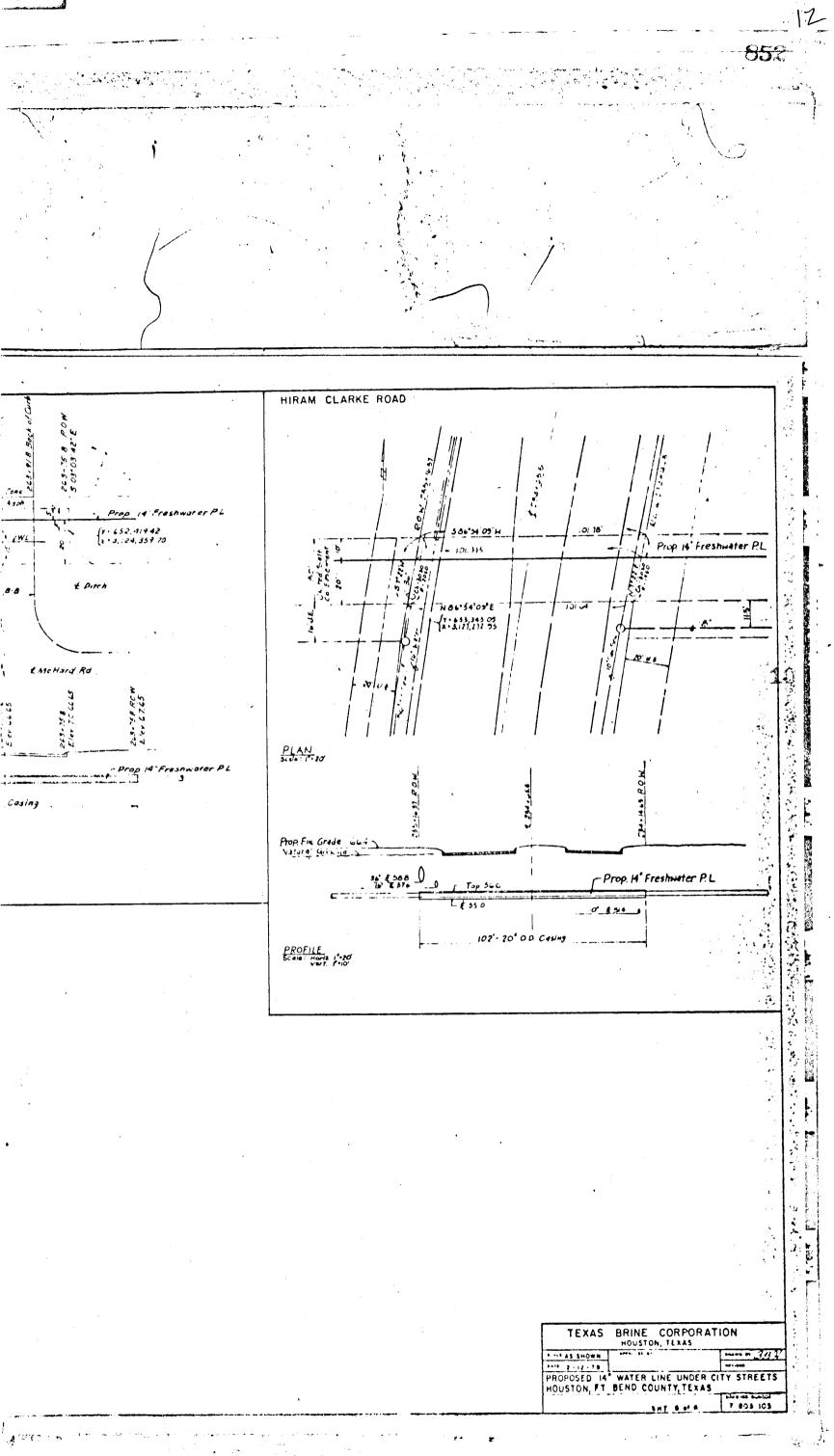
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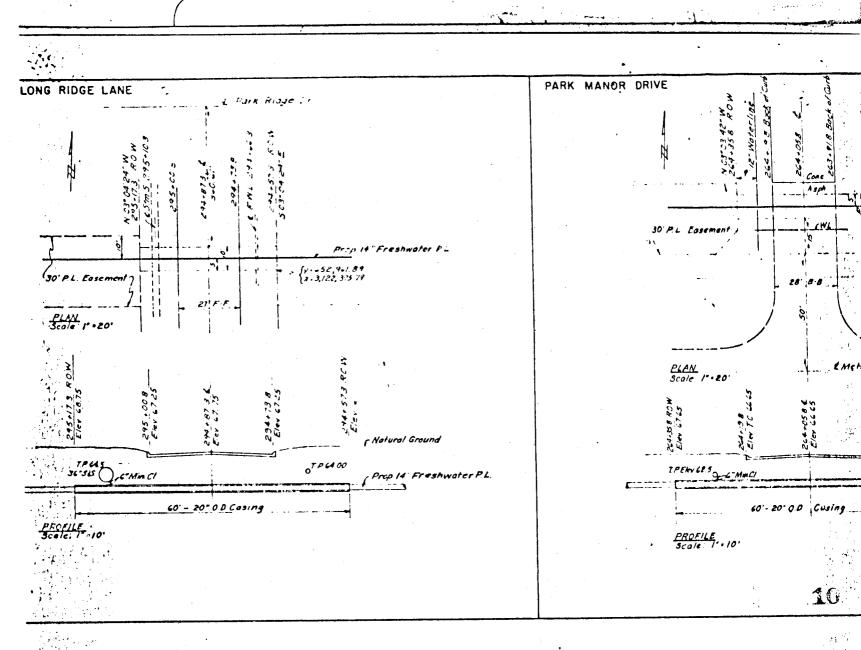












13 RE: ACCEPT ROADS IN WOODS EDGE ESTATES AND CLAYHEAD MANOR IN PRECINCT #4 IN/THE COUNTY

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the following roads in Precinct #4 into the county road system.

- Roads in Woods Edge Estates are Cypress Green, Mimosa Circle, Bridal Wreath, Birch Clen, Mimosa Lane, Woods Edge Drive, Silverbelle Court, And Silverbelle.
- Road in Clayhead Manor is Dewberry Lane.

Woods, Edge

HENRY STEINKAMP, JR, INC.

Consulting Engineers

1117 TOBOLA STREET P. C. BCX 223

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR. REGISTERED PROFFESIONAL ENGINEER FRANKLIN R. SCHODEK REGISTERED PUBLIC SURVEYOR KELLY R. KALUZA REGISTERED PROFESSIONAL ENGINEER REGISTERED PUBLIC SURVEYOR

15年1日至11年1日第1日第1日第1日1日1日1日1日

March 20, 1979

HOUSTON-ROSENBERG 713/342-2241

A Field Note Description of the center line of a proposed 60 foot road easement (Cypress Green) across a 194.129 Acre Tract of Land out of the original Winston Farber 412.5 Acre Tract, Samuel Isaacs League, Abstract #35, Fort Bend County, Texas.

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For Connection Begin at an iron pipe found in the North rightof-way line of State Farm Market Road #359, being in the West line of said S. Isaacs League, and the East line of the William Andrus League, Abstract #3; said point marking the Southwest corner of said original 412.5 Acre Tract and the Southeast corner of the Gary Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records); THENCE, North 890 46' East, along the North line of said Farm Market Road, 2521.41 feet to a point marking the Southwest corner of said 194.129 Acre Tract; THENCE, North 090 05' 32" West, along the center line of proposed Woods Edge Drive, 1437.28 feet to the intersection of the center line of said Woods Edge Drive, with the center line of proposed Mimosa Lane; THENCE, Northeasterly, along the proposed center line of said Mimosa Lane with the following courses and distances:

.... North 33° 26' 37" East, 199.91 feet to a point; North 51° 09' 22" East, 91.68 feet to a point; North 52° 36' 33" East, 319.44 feet to a point; North 48° 07' 59" East, 125.43 feet to a point; North 40° 47' 37" East, 119.13 feet to a point; North 32° 33' 21" East, 330.63 feet to a point; North 30° 44' 53" East, 179.14 feet to a point;

North 22° 52' 41" East, 170.32 feet to the Place of Beginning for this center line description;

THENCE, Southeasterly, with the following courses and distances:
South 51° 46' 22" East, 184.61 feet to a point;

South 54° 16' 52" East, 202.6 feet to a point;

South 34° 03' 05" East, 269.29 feet to a point;

South 58° 44' 38" East, 142.91 feet to the Point of Termination of . this proposed Cypress Green; said point being the center point of a 50 foot radius cul-de-sac.

Surveyor

医乳蛋白 经主席任何条款 经申请申请申请申请请求

North 82° 13' 24" East, 207.61 feet to a point; South 80° 43' 21" East, 176.61 feet to a point; South 89° 55' 41" East, 855.05 feet to the Point of Termination of this proposed Mimosa Lane; said point bears South 00 34' 43" West, 421.15 feet along the West line of Holmes Road from the Northeast corner of said 194.129 Acre Tract.

HENRY STEINKAMP, JR, INC.

Consulting Engineers

1117 TOPOLA STREET P. O. NCX 123

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR. HEGISTERED PHOFFSSIONAL ENGINEER FRANKLIN R. SCHODEK REGISTERED PUBLIC SURVEYOR KELLY R. KALUZA REGISTERED PROFESSIONAL ENGINEER PEGISTERED PUBLIC SURVEYOR

March 20, 1979

713/342-2241.

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A Field Note Description of the center line of a proposed 60 foot road easement (Mimosa Circle) across a 194.129 Acre Tract of Land out of the original Winston Farber 412.5 Acre Tract, Samuel Isaacs League, Abstract #35, Fort Bend County, Texas.

For Connection Begin at an iron pipe found in the North rightof-way line of State Farm Market Road #359, being in the West line of said S. Isaacs League, and the East line of the William Andrus League, Abstract #3; said point marking the Southwest corner of said original 412.5 Acre Tract and the Southeast corner of the Gary Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records); THENCE, North 89° 46' East, along the North line of said Farm Market Road, 2521.41 feet to a point marking the Southwest corner of said 194.129 Acre Tract; THENCE, North 090 05' 32" West, along the center line of proposed Woods Edge Drive, 1437.28 feet to the intersection of the center line of said Woods Edge Drive, with the center line of proposed Mimosa Lane; THENCE, Northeasterly, along the proposed center line of said Mimosa Lane with the following courses and distances:

North 33° 26' 37" East, 199.91 feet to a point; North 51° 09' 22" East, 91.68 feet to a point; North 52° 36' 33" East, 157.77 feet to the Place of Beginning for

this center line description;

THENCE, South 37° 18' 35" East, 232.86 feet to the Point of Termination of this proposed Mimisa Circle; said point being the center point of a 50 foot radius cul-de-sac.

HENRY STEINKAMP, JR. INC.

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Consulting Engineers

III7 TOBOLA STREET P. O. BCX 223 ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR. REGISTERED PROFFESIONAL ENGINEER RANKLIN R. SCHODEK REGISTERED PUBLIC SURVEYOR KELLY R. KALUZA REGISTERED PROFESSIONAL ENGINEER REGISTERED PUBLIC SURVEYOR

March 21, 1979

HOUSTON-ROSENBERG 713/342-2241

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A Field Note Description of the center line of a proposed 60 foot road easement (Bridal Wreath) across a 194.129 Acre Tract of Land out of the original Winston Farber 412.5 Acre Tract, Samuel Isaacs League, Abstract #35, Fort Bend County, Texas.

For Connection Begin at an iron pipe found in the North rightof-way line of State Farm Market Road #359, being in the West line of said S. Isaacs League, and the East line of the William Andrus League, Abstract #3; said point marking the Southwest corner of said original 412.5 Acre Tract and the Southeast corner of the Gary Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records); THENCE, North 890 46' East, along the North line of said Farm Market Road, 4033.3 feet to the most Southerly Southeast corner of said 194.129 Acre Tract; THENCE, North 0° 06' 10" West, 2214.94 feet to an iron pipe; THENCE, South 89° 19' 30" East, 975.04 feet to an iron pipe for angle; THENCE, South 89° 40' 48" East, 951.99 feet to an iron pipe marking the most Northerly Southeast corner of said 194.129 Acre Tract; THENCE, North 0° 34' 43" East, along the West line of Holmes Road, 418.23 feet to the Place of Beginning for this center. line description;

THENCE, Westerly, with the following courses and distances: North 89° 53' 10" West, 857.08 feet to a point; North 86° 0' 38" West, 162.85 feet to a point; South 87° 53' 18" West, 258.68 feet to a point; North 89° 37' 13" West, 172.77 feet to a point; North 72° 18' 28" West, 484.32 feet to a point; North 40° 27' 23" West, 472.33 feet to a point; North 31° 17' 41" West, 184.06 feet to a point; said point intersects the center line of proposed Mimosa Lane; North 31° 14' 14" West, 289.97 feet to the Point of Termination of this proposed Bridal Wreath.

> Frat Pin Schnich Registered Public Surveyor

HENRY STEINKAMP, JR, INC.

Consulting Engineers

P. O. BCK 223

ROSENBERG, TEXAS 77471

HENRY STEINKAMP. JR.

REGISTERED PROFFESIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
KELLY R. KALUZA
REGISTERED PROFESSIONAL ENGINEER
PEGISTERED PUBLIC SURVEYOR

March 20, 1979

713/342-2241

A Field Note Description of the center line of a proposed 60 foot road easement (Birch Glen) across a 194.129 Acre Tract of Land out of the original Winston Farber 412.5 Acre Tract, Samuel Isaacs League, Abstract #35, Fort Bend County, Texas.

For Connection Begin at an iron pipe found in the North rightof-way line of State Farm Market Road #359, being in the West line
of said S. Isaacs League, and the East line of the William Andrus
League, Abstract #3; said point marking the Southwest corner of
said original 412.5 Acre Tract and the Southeast corner of the Gary
Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records);
THENCE, North 89° 46' East, along the North line of said Farm Market
Road, 4033.3 feet to the most Southerly Southeast corner of said
194.129 Acre Tract; THENCE, North 0° 06' 10" West, 1249.49 feet to a
point; THENCE, North 73° 22' 05" West, 186.65 feet to the Place of
Beginning for this center line description; said point being the center
point of a 50 foot radius cul-de-sac;

THENCE, North 73° 22' 05" West, 336.59 feet to a point for angle; said point being at the intersection of this proposed Birch Glen with the center line of proposed Silverbelle;

THENCE, North 73° 41' 41" West, 246.71 feet to the Point of Termination of this proposed Birch Glen; said point being the center point of a 50 foot radius cul-de-sac.

Registered Public Surveyor

HENRY STEINKAMP, JR, INC.

Consulting Engireers

P. O. BCX 223

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.

HEGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK

HEGISTERED PUBLIC EDRVEYOR

KELLY R. KALUZA

RI GISTERED PROFESSIONAL ENGINEER

HEGISTERED PUBLIC EURVEYOR

The state of the s

March 20, 1979

HOUSTON-ROSENBERG 713/342-2241

A Field Note Description of the center line of a proposed 60 foot road easement (Mimosa Lane) across a 194.129 Acre Tract of Land out of the original Winston Farber 412.5 Acre Tract, Samuel Isaacs League, Abstract #35, Fort Bend County, Texas.

For Connection Begin at an iron pipe found in the North rightof-way line of State Farm Market Road #359, being in the West line
of said S. Isaacs League, and the East line of the William Andrus
League, Abstract #3; said point marking the Southwest corner of
said original 412.5 Acre Tract and the Southeast corner of the Gary
Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records);
THENCE, North 89° 46' East, along the North line of said Farm Market
Road, 2521.41 feet to a point marking the Southwest corner of said
194.129 Acre Tract; THENCE, North 09° 05' 32" West, along the center
line of proposed Woods Edge Drive, 1437.28 feet to the Place of Beginning for this center line description;

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THENCE, Northeasterly, with the following courses and distances: North 33° 26' 37" East, 199.91 feet to a point; North 51° 09' 22" East, 91.68 feet to a point; North 52° 36' 33" East, 319.44 feet to a point; North 48° 07' 59" East, 125.43 feet to a point; North 40° 47' 37" East, 119.13 feet to a point; North 32° 33' 21" East, 330.63 feet to a point; North 30° 44' 53" East, 179.14 feet to a point; North 22° 52' 41" East, 170.32 feet to a point; North 21° 21' 50" East, 234.27 feet to a point; North 25° 35' 19" East, 144.35 feet to a point; North 33° 43' 58" East, 104.8 feet to a point; North 36° 26' 20" East, 219.72 feet to a point; North 43° 15' 09" East, 106.77 feet to a point; North 72° 05' 03" East, 130.18 feet to a point; North 87° 22' 43" East, 168.87 feet to a point; North 83° 50' 58" East, 169.01 feet to a point; North 73° 54' 13" East, 107.28 feet to a point; North 85° 36' 45" East, 215.67 feet to a point; North 590 08' 32" East, 126.56 feet to a point; South 88° 40' 53" East, 200.43 feet to a point;

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HENRY STEINKAMP, JR. INC.

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Consulting Engineers

P. O. BCX 223

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.

HEGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
KELLY R. KALUZA
REDISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR

March 20, 1979

713/342-2241

A Field Note Description of the center line of a proposed 60 foot road easement (Woods Edge Drive) across a 194.129 Acre Tract of Land out of the original Winston Farber 412.5 Acre Tract, Samuel Isaacs League, Abstract #35, Fort Bend County, Texas.

For Connection Begin at an iron pipe found in the North rightof-way line of State Farm Market Road #359, being in the West line
of said S. Isaacs League, and the East line of the William Andrus
League, Abstract #3; said point marking the Southwest corner of
said original 412.5 Acre Tract and the Southeast corner of the Gary
Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records);
THENCE, North 89° 46' East, along the North line of said Farm Market
Road, 2521.41 feet to the Place of Beginning for this center line
description;

THENCE, North 09° 05' 32" West, 1437.28 feet to the Point of Termination of this Woods Edge Drive; said point bears South 09° 05' 32" East, 600.73 feet from the West corner of said 194.129 Acre Tract.

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HENRY STEINKAMP, JR. INC.

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Consulting Engineers

IIIT TOBOLA STREET P. O. BCX 223

ROSENBERG, TEXAS 77471

HENRY STEINKAMP. JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
KELLY R. KALUZA
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR

March 20, 1979

HOUSTON-ROSENBERG 713/342-2241

A Field Note Description of the center line of a proposed 60 foot road easement (Silverbelle Court) across a 194.129 Acre Tract of Land out of the original Winston Farber 412.5 Acre Tract Isaacs League, Abstract #35, Fort Bend County, Texas.

For Connection Begin at an iron pipe found in the North rightof-way line of State Farm Market Road #359, being in the West line
of said S. Isaacs League, and the East line of the William Andrus
League, Abstract #3; said point marking the Southwest corner of
said original 412.5 Acre Tract and the Southeast corner of the Gary
Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records);
THENCE, North 89° 46' East, along the North line of said Farm Market
Road, 2521.41 feet to the Southwest corner of said 194.129 Acre Tract;
Woods Edge Drive 60 foot road easement, 820.41 feet to a point; THENCE,
following courses and distances:

North 80° 22' 37" East, 457.62 feet to a point; North 85° 48' 56" East, 183.47 feet to a point; South 76° 50' 08" East, 121.37 feet to a point; South 84° 31' 47" East, 94.83 feet to a point; North 71° 52' 37" East, 77.68 feet to the Place of Beginning for this center line description;

THENCE, South 35° 04' 13" East, 311.17 feet to the Point of Termination of a 50 foot radius cul-de-sac.

Registered Public Surveyor

HENRY STEINKAMP, JR. INC.

Consulting Engineers

1117 TOPOLA STREET P. O. BCX 223

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR. PEGISTERED PROFFSSIONAL ENGINEER RANKLIN R. SCHODEK REGISTERED PUBLIC SURVEYOR KELLY R. KALUZA REGISTERED PROFESSIONAL ENGINEER MEGISTERED PUPLIC SURVEYOR

March 20, 1979

HOUSTON-ROSENBERG 713/342-2241

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A Field Note Description of the center line of a proposed 60 foot road easement (Silverbelle) across a 194.129 Acre Tract of Land out of the original Winston Farber 412.5 Acre Tract, Samuel Isaacs League, Abstract #35, Fort Bend County, Texas.

For Connection Begin at an iron pipe found in the North rightof-way line of State Farm Market Road #359, being in the West line of said S. Isaacs League, and the East line of the William Andrus League, Abstract #3; said point marking the Southwest corner of said original 412.5 Acre Tract and the Southeast corner of the Gary Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records); THENCE, North 890 46! East, along the North line of said Farm Market Road, 2521.41 feet to the Southwest corner of said 194.129 Acre Tract; THENCE, North 09° 05' 32" West, along the center line of proposed Woods Edge Drive 60 foot road easement, 820.41 feet to the Place of Beginning for this center line description;

THENCE, Easterly, with the following courses and distances:

North 80° 22' 37" East, 457.62 feet to a point;

North 85° 48' 56" East, 183.47 feet to a point;

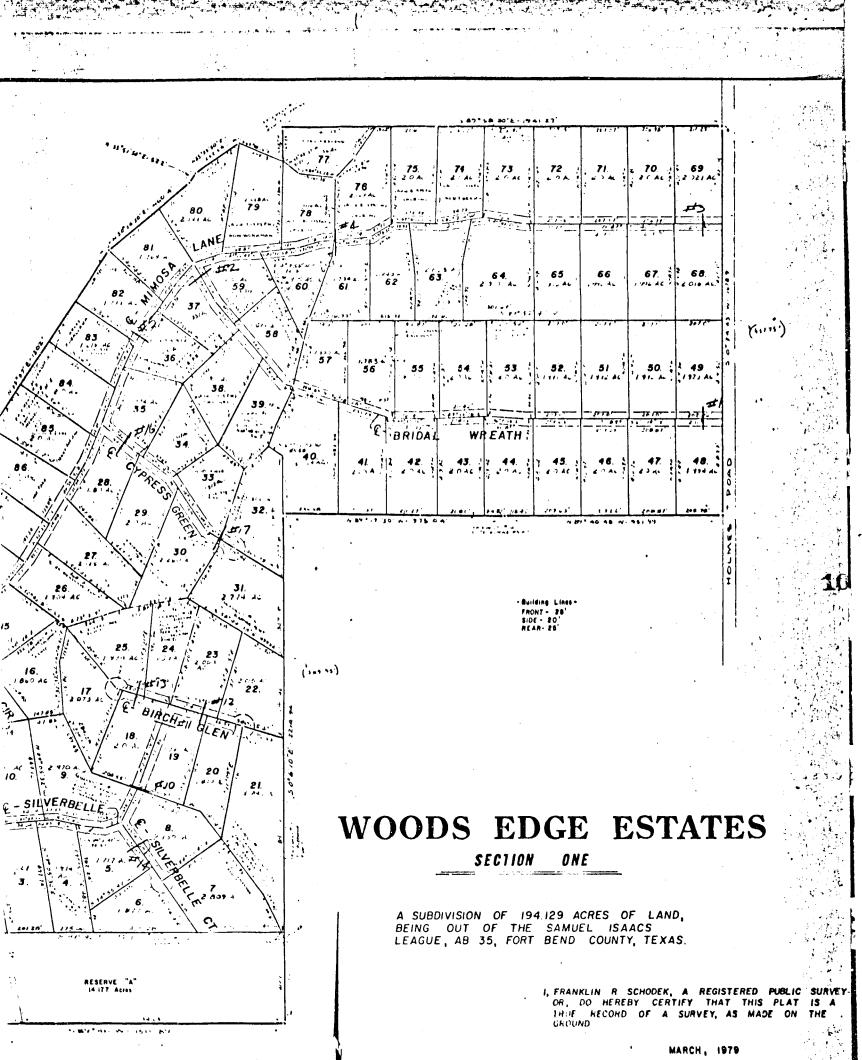
South 76° 50' 08" East, 121.37 feet to a point;

South 84° 31' 47" East, 94.83 feet to a point; North 71° 52' 37" East, 77.68 feet to a point;

North 26° 04' 12" East, 184.3 feet to a point;

THENCE, North 210 09' 29" East, 377.86 feet to the Point of Termination of this proposed Silverbelle; said point intersects the center line of proposed Birch Glen.

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AB. ANDRUS

THE REPORT OF THE PROPERTY OF

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HENRY STEINKAMP, JR , INC.

Consulting Engliseers

P. O. BCX 223

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.

HEGISTEHED PHOFFSSIONAL ENGINEER

FRANKLIN R. SCHODEK

HEGISTERED PUBLIC SURVEYOR

KELLY R. KALUZA

HEGISTERED PHOFESSIONAL ENGINEER

REGISTERED PUBLIC BURVEYOR

April 17, 1978

HOUSTON-ROSENBERG 713/342-2241

A Field Note Description of centerline description of a proposed 60 foot road easement being the South line of the Holmes Road 30, LTD. Call 10 Acre Tract (Vol. 599, Pg. 297; Deed Records) and the North line of the Holmes Road 30, LTD. Call 10 Acre Tract (Vol. 599, Pg. 300; Deed Records) in the Knight & White League, Abstract #46, Fort Bend County, Texas.

Begin at an iron pipe found in the intersection of the East line of Holmes Road (60 feet wide) and the South line of Clayhead Road (50 feet wide); said corner being the Northwest corner of the Holmes Road 30, LTD. 10.0 Acre Tract (Vol. 599, Pg. 294; Deed Records); THENCE, South 0° 56' 30" West, 779.12 feet along the East line of Holmes Road to the West corner of and Place of Beginning for this centerline description;

THENCE, East, 959.21 feet along the centerline of this 60 foot road easement to the Point of Termination of this centerline description; said point being the radius point of a 50 foot radius cul-de-sac.

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Kelly Kolya Registered Public Surveyor No. 1943

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	و سير			\$89°	46	30" E,	- 111	5.0′		CL	AYL	IEA	D_R(AC	D
<i>\(\)</i>	0. 1.2 1.2 EA - 278 # 1.2	.16' 7. 5 Ac.	53'_19	167. 167. 167. 167.	9 1.5 Ac.	389.89, Drain	8 1.5 Ac.	a89.23'	8.01' "3. Util 8.01'	388.57 ^t	s 1.5 AC.	116.78E u	1.5 ac. 25. 25. 25. 25. 387. 25. 25. 25. 25. 25. 25. 25. 25. 25. 25	1	TRACT 1 10 0 ACRES (VOL. 599, PG 294 DR)
N 0°56'30'E - 1164.38'	281 281 281 281 284 1.7 284 1.7 287 287 287 287 287 287 287 28	.35' .35' .8 .65 Ac .56' .72' .69' .0. .25 Ac .87' .21.	2. 193.791 3.192.5 194.8	# 19. 60 10. 10. 10. 10. 10. 10. 10. 10. 10. 10.	45 - 1:489 Ac. 45	167. EAS 387.39 EAS 169 EAS 169 EAS 181 # 11	1.5ac. 1.492 ac. 1.75c.	= 16 112 = 16 112	8.01' 8.01' 1.42' 8.01' 8.01' 8.01' 9.62' 1.79' 1.79'	16. EI # 16. 16. 16. 16. 16. 16. 16. 16. 16. 16.	1.5 Ac. 29 1.497 ac. 8	E) 16.	1.5 Ac. 9. 5 1.498 Ac. 5.135.21! 2. 2. 387.39!	-	TRACT 3 TRACT 2 10.0 ACRES (VOL. 599, PG. 300 D.R) (VOL. 599, PG. 297 DR)
ROAD	286	.25 Ac 5.021	•61	/109	62		.62	10	69.62'		.62		9.62	1	1
MES F		11	CI	LAY	• •	o.o / EA	acre D		AN	OR	II .		2 .	•	10

PLAT SHOWING SURVEY AND
DIVISION OF THE HOLMES ROAD 30 LIMITED
30 ACRE TRACT IN THE KNIGHT AND WHITE
LEAGUE, ABSTRACT 46, FORT BEND COUNTY,

NOTE:

TEXAS.

INDICATES BORING & MEASUREMENT LOCATION

I, FRANKLIN R SCHODEK, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE RECORD OF A SURVEY AS MADE ON THE GROUND.

SIGNED MAN HOLLA STREET ROSENBERG, TEXAS

FEBRUARY, 1978

HOLI

SOUTHWESTERN BELL TELEPHONE CO., - REQUEST FOR PERMIT TO LAY BURIED CABLE ALONG 14 RE: PRECINCT LINE ROAD IN PRECINCT #4: No action was taken at this time. 15 RE: SOUTHWESTERN BELL TELEPHONE CO., - REQUEST FOR PERMIT TO LAY BURIED CABLE ALONG SKINNER LANE IN PRECNINCT #4: No action was taken at this time. RE: SOUTHWESTERN BELL TELEPHONE COMPANY - REQUEST FOR PERMIT TO LAY BURIED CABLE ALONG SCOTT ROAD AND MUECGE ROAD IN PRECINCT #2: On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the application for and permit granting telephone cable crossing to Southwestern Bell Telephone Company request for permit to lay buried cable along Scott Road and Muegge Road in Precinct #2, as follows: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS % County Courthouse Richmond, Texas 77469 COMES NOW Southwestern Bell Telephone Company acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

SEE ATTACHED SKETCH

R. 0. 85008

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising . out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said

Executed in quadruplicate originals this 30th day of

SOUTHWESTERN BELL

By:

Attest: Secretary

Manager-OSP Engineering 301 So. 9th Suite 209 Richmond, Texas 77469 *342 - 3776*

CONDITIONS OF PERMIT

- No more trench opened at one time than can be backfilled and compacted in 10" lifts at the end of workday. (No trench open overnight.)
- 2. All excess excavation to be removed from site at end of each day.
- 3. Ditches to be opened at end of day to insure adequate drainage.
- 4. Road must be kept open to traffic. Contractor must provide flagmen signs, signals, etc., to provide complete safety to public.
- 5. If it becomes necessary to operate equipment on portion of pavement precautions must be taken to prevent any damage to pavement.
- 6. Condition of road on completion of job shall be as good or better than prior to starting.
- 7. Contact County Commissioner 48 hours prior to starting job.

PERMIT

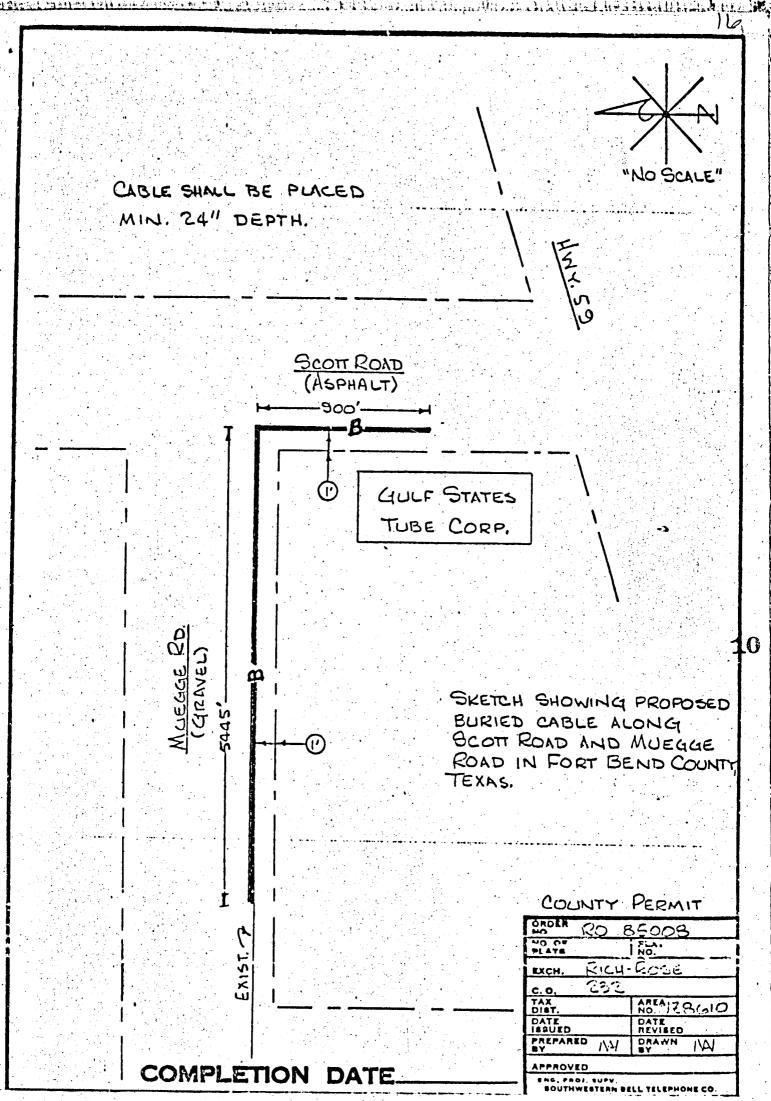
IN THE COMMISSIONERS' COURT - - - - FORT BEND COUNTY, TEXAS

ON THIS the ODAY of Sight 19 79.

on motion duly made, seconded and passed by the CCMMISSIGNERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSICNERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSICNERS' and the Drainage District harmless from any course of action aforesaid.

COLMISSIONERS' COURT FORT BEND COUNTY, TEXAS

County Judge



RE: SOUTHWESTERN BELL TELEPHONE - REQUEST FOR PERMIT TO LAY BURIED CABLE ACROSS BUCKSKIN ROAD AND ALONG HACKAMORE ROAD, LONGHORN ROAD AND CHARROS ROAD: PRECINCT #4

No action taken. Postponed until next court meeting.

RE: GENERAL TELEPHONE COMPANY - REQUEST FOR PERMIT TO LAY BURIED CABLE ACROSS JERRY STREET AT ARCOLA IN PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the application for and permit granting telephone cable crossing to General Telephone Company of the Southwest, request for permit to lay buried cable across Jerry Street at Arcola, in Precinct #3, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

BEFORE BEFORE HELD THE AREA OF THE SECOND CONTRACTOR OF THE SECOND SECON

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of this cable. Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction or said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

EXECUTED in quadruplicate originals this 20th day of August
19 79.

General Telephone Company of the SW

Project Coordinator

ATTEST: Secretary

Seal (if corporation)
(permit approval on back of this page)

PERMIT

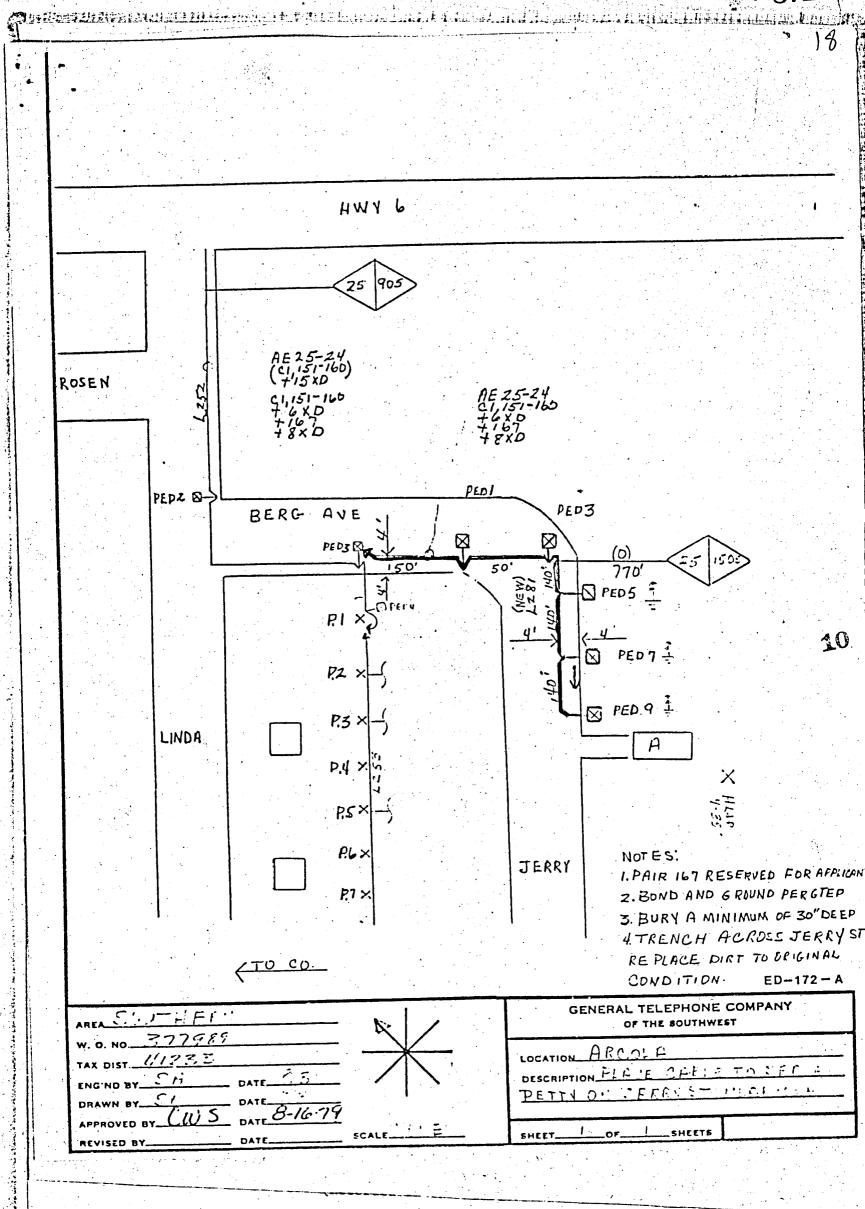
IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

19 77, on motion duly / C day of ____ made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY. TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried : telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate :or change at petitioner's risk and expense as directed by the COMMISSIONERS! COURT upon reasonable notice, and to save the COUNTY, each of it COMMISS-IONERS' and the Drainage District harmless from any course of action aforesaid.

> COMMISSIONERS' COURT FORT BEND COUNTY, TEXAS

County Judge

5404- 377989



RE: SUGAR LAND TELEPHONE COMPANY - REQUEST FOR PERMIT TO LAY BURIED CABLE ALONG STILES ROAD IN PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the application for and permit granting telephone cable crossing, request for permit to lay buried cable along Stiles Road in Precinct #3, as follows:

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APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

\$14.4. (1994年) 1. (1997年) 1. (1994年)
COMES NOW SUGAR LAND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County
Commissioner's and its Engineer in the construction and installation, and to notify the County Commissioner in the
Precincts, 48 hours before beginning work under the permit and
when work is completed to notify the Commissioner so he can
inspect the work while construction equipment is still on the
job for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

A Bond is required to be in force during the construction period and for one year thereafter to assure that the area is returned to and remains in its previously existing condition.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 29th day of August 19 79

Sugar Land Telephone Company

Though Buttern

By: Howard H. Citron

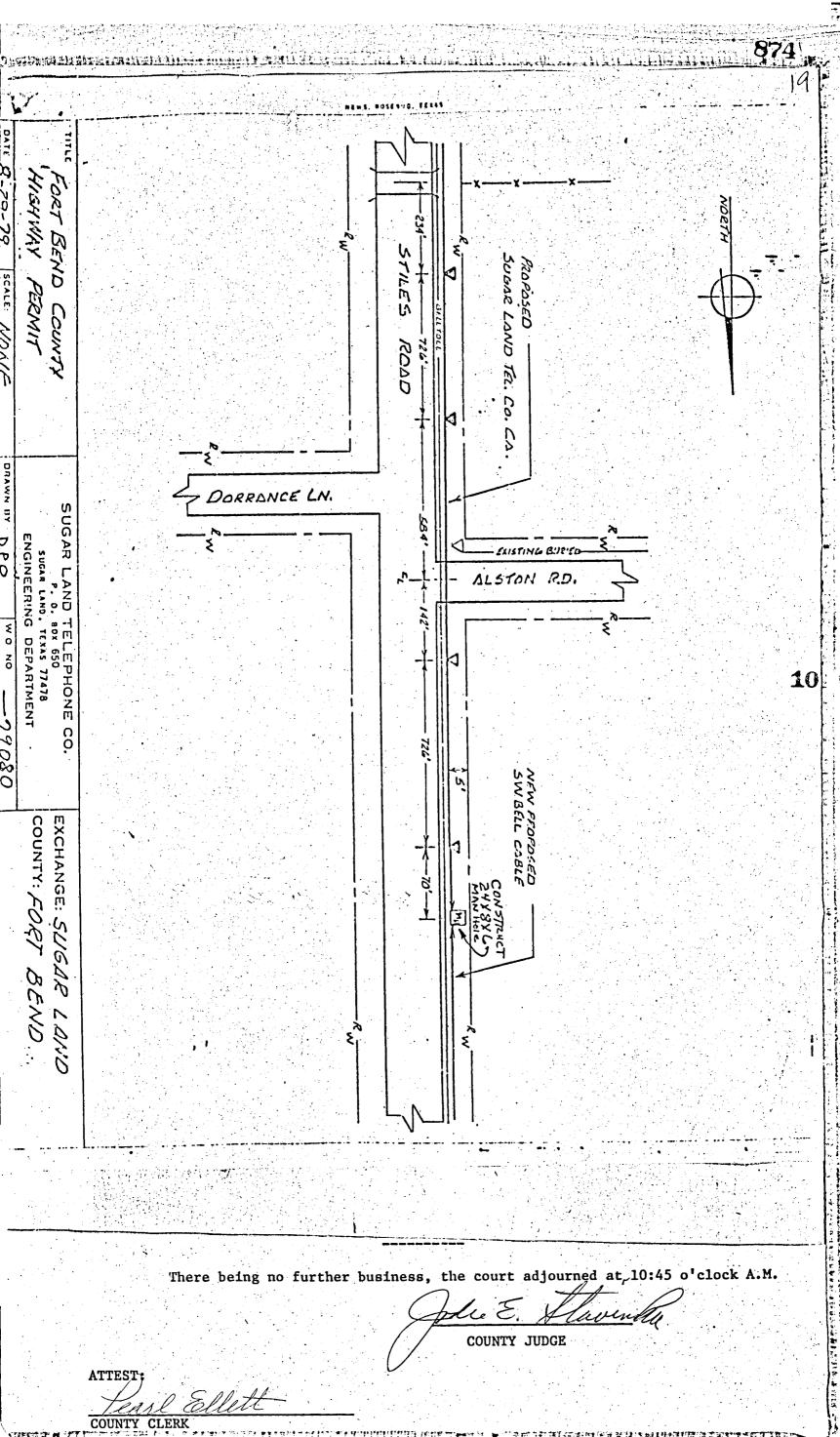
Attest: Secretary

PERMIT

IN THE COMMISSIONERS' COURT ---- FORT BEND COUNTY, TEXAS ON THIS the /O day of on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change, within thirty (30) days, at petitioner's risk and expense as directed by the COMMISSIONERS' COURT, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

BY ALO E. Havenote County Judge



SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 14th day of September, 1979, the Commissioners'
Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE BILLS:

All accounts shown in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' Office, as approved by the Commissioners' Court in person in September (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other Bills) are hereby approved as to the official action of the Commissioners' Court on motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed and approved.

There being no further business the court adjourned at 11:30 o'clock A.M.

The state of the s

COUNTY JUDGE

ATTEST:

COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 17th day of September, 1979, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha

County Judge

Johnnie Pustka

Commissioner Precinct #1

W. Lee Schmidt

Commissioner Precinct #2

Tony Jebbia

Commissioner Precinct #3

Ed. H. Helwig

Commissioner Precinct #4

when the following were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, and duly passed, the court approve the minutes of Regular Session of September 10, 1979 and Special Session of September 14, 1979.

RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

RE: PAYMENT OF BILL TO PLAINS MACHINERY COMPANY FOR A DOZIER FOR THE SANITARY LAND FILL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the payment of bill to Plains Machinery Company for a Dozier for the Sanitary Land Fill. Dozier costing \$129,521.00, the court ordered to amend receipts of the Sanitary Land Fill to make down payment of \$20,000.00 plus \$9606.00 for 12 months beginning on January 1, 1980.

RE: REQUEST FOR ADDITIONAL EMPLOYEE AND RAISE FOR PRESENT EMPLOYEES FOR THE SANITARY LAND FILL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the following for the Sanitary Land Fill.

Allowed to raise salary of operators - 1 to \$7.00 per hour, 2 to \$6.50 per hour and 1 to \$6.00 per hr.

1 Part time help to/hired at \$4.00 per hour.

RE: REVIEW MONTHLY FEE COLLECTION REPORTS:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court reviewed and accepted the following report submitted by the fee officers.

. . .

	그 그 그 그 그 그 그 사람들은 그 가는 사람들이 가장 하는 것이 되었다. 그 그 그는 그를 모르는 사람들은 하는 것이 말했다. 그 그들은 사람들이 되었다면 하는 것이다.			
•	COUNTY JUDGE	\$	546.50	-
	COUNTY CLERK (FEES:\$ 45,117.20 (LAW LIBRARY:\$ 24.00)\$	45,141.20	-
	.TAX ASSESSOR COLLECTOR (JUNE AND JULY)	\$	41,872.38	-
,	DISTRICT CLERK (FEES:\$ 6,605.75)(LAW LIBRARY:\$ 709.00)\$	7,314.75	-
. *	DISTRICT ATTORNEY NO REPORT RECEIVED	\$	NONE	_
13	CHILD SUPPORT	\$	588.00	_
<i>i</i> *	ADULT PROBATION (ALL FEES PAID TO DISTRICT OFFICE)	\$	7,735.00	
	JUSTICE OF THE PEACE PRECINCT # ONE (\$ 13,149.16)		
	CIVIL AND SMALL CLAIMS (\$ 38.00)\$	13,187.16	_
•	JUSTICE OF THE PEACE PRECINCT # TWO (\$ 9,694.90)		
	CIVIL AND SMALL CLAIMS (\$ 76.00)\$	9,770.90_	
	JUSTICE OF THE PEACE PRECINCT # THREE (\$ 5,142.23)		
	CIVIL AND SMALL CLAIMS (\$ 214.00)\$	5,356.23	
	JUSTICE OF THE PEACE PRECINCT # FOUR (\$ 4,649.89)		10
	CIVIL AND SMALL CLAIMS (\$ 113.00)\$	4.762.89	_
	ALL JUSTICE OF THE PEACE OFFICES			
1	GRAND TOTAL FOR THIS MONTH (\$ 33,077.18)		
	CONSTABLE PRECINCT # ONE	\$	244.00	
	CONSTABLE PRECINCT # TWO	\$	127.00	
	CONSTABLE PRECINCT # THREE	\$	326.00	_
	CONSTABLE PRECINCT # FOUR	\$	72.00	
-	GRAND TOTAL ALL CONSTABLES FOR THE MONTH (\$ 769.00	,)		
• .	SHERIFF	\$	9,836,65	
	HEALTH AND SANITATION	\$	79.50	
	AMBULANCE	\$	4.618.00	
	ANIMAL CONTROL	\$	102.00	
ş.i	SANITARY LANDFILL (JULY UNAUDITED 29,335.55)	\$	NONE	• • • • • • • • • • • • • • • • • • •

RE: ALLOCATE MONEY OUT OF INTEREST OUT OF REVENUE SHARING
ADVERTISE FOR BIDS FOR TRACTOR AND TRAILER - ADDITIONAL EMPLOYEE FOR MAINTENANCE
AND MATERIAL NECESSARY FOR PARKING LOT FOR THE STAFFORD BRANCH LIBRARY:

GRAND TOTAL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to advertise for bids for Tractor and Trailer, and additional employee for maintenance for county owned property and material necessary for construction of parking lot for the Stafford Branch Library.

Monies to be allocated out of interest out the Revenue Sharing

10

RE: ACCEPT VARIOUS ROADS INTO THE COUNTY ROAD SYSTEM IN PRECINCT #3:

The Court and Assistant District Attorney discussed the acceptance of various roads into the county road system. Since the passing of resolution in 1961, accepting county roads into the county road system, the County will have to determine how to designate County Roads prior to 1961. An Attorney Generals Opinion will be sought. No action taken until District Attorneys office can determine the law prior to 1961 as to what constitutes the establishment of roads prior to that time.

Commissioner Jebbia was excused from meeting at 10:45 o'clock and absent for rest of the meeting.

RE: APPROVE BILL FROM SPAW-GLASS, INC CONTRACTOR FOR THE FORT BEND COUNTY JAIL:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the bill of Spaw-Glass, Inc. Contractor for the Fort Bend County Jail, in the amount of \$130,553.77 on construction of the new Fort Bend County Jail. Bill as follows:

APPLICATION AND CI	and				PAGE ONE OF
Box 368 Richmond, Texas		ROJECT: Comple Jail f	te Construction of a or Fort Bend County	APPLICATION NO: Two (2) PERIOD FROM: 1 Aug 1979 TO: 31 Aug 197	OWNER CT
Allthion: Christopher Diste 1800 Saint James Suite 501 Houston Texas 7	Place	ONTRACT FOR:	Fort Bend County Jai	PROJECT NO:	1070
CONTRACTOR'S APPLI		PAYMENT	Application is made for Pa Continuation Sheet, AIA D	lyment, as shown below, in conne ocument G703, is attached.	y 1979 ection with the Con
CHANGE ORDER SUMMARY		•		count for this Contract is as follow	vs:
Change Orders approved ADDITIONS in previous months by Owner	DEDUCTIONS			JMs	
TOTAL		•	Net change by Change Or	rders\$	-0-
Approved this Month Sumber Date Approved			CONTRACT SUM TO DAT	E\$	3,149,000,00
			TOTAL COMPLETED & STO	ORED TO DATES_	251,530,34
		•	RETAINAGE _10%		25,153.03
TOTALS	·		or total in Column I on (226,377.31
et change by Change Orders		•	TOTAL EARNED LESS RETA	INAGE	
re undersigned Contractor certifies that to the formation and belief the Work sovered by syment has been completed in accordance wa- ents, that all amounts have been paid by hi- extous Certificates for Payment were issued arm the Owner, and that current payment shi	y this Application for ith the Contract Docu- in for Work for which and payments received			ITES FOR PAYMENTS	95,823.54
ONTRACTOR: SPAN-GLASS, INC.		1839	State of: Texas Subscribed and swarm to be Notary Public MILL My Commission expires:	County of: fore merins 2th day of Sept	tarriş ₉
RCHITECT'S CERTIFICA accordance with the Contract Documents, believe and the data comprising the above any rishes to the Owner that the Work has pr	ased on on-site obser-	IENT	Attach explanation if amount of	scrulied differs from the amount application of the street	ed fox l
ficated, that to the best of his knowledge, is quality of the Work is in accordance with nts, and that the Contractor is entyried its pay	niormation and belief.		This Certificate is not negotial named herein. Issuance, paym	Date: _9	olo only to the Control

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RE: APPROVE BILL FROM CHRISTOPHER DI STEFANO & ASSOCIATES, INC. ARCHITECT FOR THE FORT BEND COUNTY JAIL:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the bill of Christopher Di Stefano & Associates, Inc. Architect for the Fort Bend County Jail, in the amount of \$1,723.31 on the construction of the new Fort Bend County Jail. Bill as follows:

STATEMENT:

0: Fort Bend County
Box 368

Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

1800 St. James, Suite 501 Houston, Texas 77056

DATE: September 10, 1979

RE: FORT BEND COUNTY JAIL

Contractor's Pay Request #2: \$130,553.77 - APPROVED Architect's fee: (130,553.77 x 6.60% x 20%)

DUE ARCHITECT: \$1,723.3

Jodei Stavensky

 $\downarrow \mathcal{O}$ RE: APPROVE BILL FROM RAY B. BAILEY ARCHITECTS INC. FOR ARCHITECTURAL SERVICE ON THE COURT HOUSE RENOVATION:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the bill of Ray B. Bailey Architects, Inc. in the amount of \$18,570.00 for architectural services on the Court HOuse renovation. Bill as follows:

September 5, 1979

Judge Jodie Stavinoha P.O. Box 368 Richmond, Texas 77469

Invoice No. 7901.5

ARCHITECTURAL SERVICES PHASE I: Partial completion of design development and related client meetings for the restoration and renovation of the Fort Bend County Court County Coun house, Richmond, Texas, from July 1 through August 31, 1979.

BASIC SERVICES:

30% Completion of Project Services \$1,870,000 x .12 x .30 = Less Previous Invoices

TOTAL THIS INVOICE:

\$67,320.00 <u>-48,750.00</u>

\$18,570.00

10

ADVERTISE FOR BIDS FOR ONE OR MORE SLOPE MOWERS, RUBBER TIRE TRACTOR, PICK-UP TRUCK AND CAB & CHASSIS FOR THE FORT BEND COUNTY DRAINAGE DISTRICT:

Herenoth

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to advertise for bids for one or more slope mowers, Ruber tire tractor, pick-up truck and cab & chassis for the Fort Bend County Drainage District.

AMEND BUDGET OF THE COUNTY CLERK FOR MICRO-FILMING AND INDEXING:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to amend the budget of the County Clerk for Micro-Filming and Indexing in the amount of \$20,000.00 for the rest of the year. To be paid for out of the Emergency General Fund.

13 APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TFLEPHONE COMPANY ON MUEGGE ROAD IN PRECINCT #2:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, Commissioner Pustka voted no, and duly passed, the court approved the application for and permit granting telephone cable crossing to Southwestern Bell Telephone Company on Muegge Road in Precinct #2, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS & County Courthouss Richmond, Texas 77469

COMES NOW

Southwestern Bell Telephone Company

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

SEE ATTACHED SKETCH

R.O. 85041

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 11th day of September 1979.

SCUTHWESTERN BELL

Attest: Secretary

Manager-USP Engineering
J 301 So. 9th Suite 209
Richmond, Texas 77469

10

PERMIT

IN THE COMMISSIONERS' COURT - - - - FORT BEND COUNTY, TEXAS

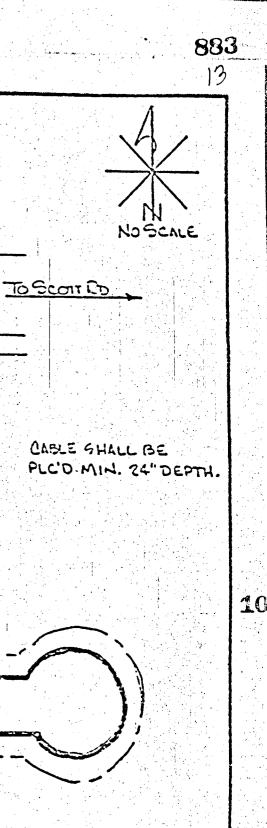
_DAY of on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all demage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the CCMMISSICNERS! CCUPT upon reasonable notice, and to save the CCUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS! COURT

By Chunty Judge

CONDITIONS OF PERMIT

- 1. No more trench opened at one time than can be backfilled and compacted in 10" lifts at the end of workday. (No trench open overnight.)
- 2. All excess excavation to be removed from site at end of each day.
- 3. Ditches to be opened at end of day to insure adequate drainage.
- 4. Road must be kept open to traffic. Contractor must provide flagmen signs, signals, etc., to provide complete safety to public.
- 5. If it becomes necessary to operate equipment on portion of pavement precautions must be taken to prevent any damage to pavement.
- 6. Condition of road on completion of job shall be as good or better than prior to starting.
- . 7. Contact County Commissioner 48 hours prior to starting job.



SKETCH SHOWING PROPOSED BURIED CABLE ALONG MUEGGE ROAD IN FORT BEND COUNTY, TEXAS.

MUEGGE ROAD

(GRAVEL)

EXIST. 7

COUNTY PERMIT

STULKE CO.	25-21
TO OF	1 40
EXCH. FILLI	Rose
c. c. 7,5-7	
TAX DIAT.	ANES 173/410
DATE	DATE
PREPARED ALT	DRAWN ALV
APPROVED	
ENG, PROF SUFV	F(L TELEPHONE CO

COMPLETION DATE

)\f RE:	SOUTHWESTERN BELL TELEPHONE COMPANY -REQUEST FOR PERMIT TO LAY BURIED CABLE ACROSS MULA ROAD IN EAST FORT BEND COUNTY IN PRECINCT #3:
	Postponed until another court meeting.
15 RE:	GENERAL TELEPHONE COMPANY - REQUEST FOR PERMIT TO LAY BURIED CABLE ON TEAGUE STRENEAR ARCOLA IN PRECINCT #3:
	Postponed until another court meeting.
16 RE:	GENERAL TELEPHONE COMPANY - REQUEST FOR PERMIT TO LAY BURIED CABLE ACROSS FM-1952 NEAR EAST BERNARD IN PRECINCT #4:
	Postponed until another court meeting.
√7 RE:	GENERAL TELEPHONE COMPANY - REQUEST FOR PERMIT TO LAY BURIED CABLE ALONG ALBERT MAREK ROAD NEAR EAST BERNARD IN PRECINCT #4:
	Postponed until another court meeting.
	전 100kg - 100kg - 15kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg 일본 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg - 100kg
	There being no further business the court adjourned at 11:15,0'clock A.M.
	Jodie E. Stovinska
	COUNTRY TUDOR

FORT BEND COUNTY TREASURER

BOND REPORT

SEPTEMBER 1979

FORT BEND COUNTY RO AD DI	ST. NO. 4 SER 1940 ROND
Outstanding 9-1-1979	50.00
2 Int. Coupons No. 77 Off	
@ \$25.00	\$ 50.00

FORT BEND COUNTY	ROAD DISTRICT NO. 8 SER. 192	7 BOND
Outstanding 9-1-	1979 \$110.00	
214-216 at \$27.50	o.59 Off Bds. 210-212- 0 \$ 110.0	00

FORT BEND COUNTY LIMITED TAX JAIL BUILD	TNG BONDS
SERIES 1979	A STATE OF THE STATE OF
Outstanding 9-1-1979 None	
Remitted for 135 Cons #1 Off Bds 1 thr	
1 2 5 7 6 1 5 7 7 7 7	20,250.00
45 Coupons No. 1 Off Bds. 136 thru	20,2000
180 @ \$143.75	£ 160 78
45 Cpns. #1 Off Bds. 181 thru 225 @127.50	6,468.75
225 Cpns #1 Off Bds. 226 thru 450	3,737.50
at \$128.75	20 20 4-
150 Cpns #1 OFf Bds. 451 thru 600	28,968.75
@ 130.00	
	19,500.00
100 Cpns #1 Off Bds 601 thru 700 @ 131.25	
	13,125.00
Total	9/ 050 00

FORT BEND COUNTY TREASURER'S BOND STATEMENT

SEPTEMBER 1979

NO CANCELLED BONDS NOR COUPONS RECEIVED DURING
THE MONTH OF SEPTEMBER 1979

END